



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
(FEBRUARY 13) (WEEK 7 OF 2024)**

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

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

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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held February 13, 2024, 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. Members of the public wishing to speak on an item must follow the participation rules adopted by the Board of Supervisors.

1. Please silence cell phones and other devices while in the Boardroom.
2. The Chair may recognize speakers on agenda items after initial discussion by the Board.
3. Speakers will approach the microphone one at a time and give their name and address before their statement.
4. Speakers will limit their remarks to three minutes on any one item and address their remarks to the Board.
5. At the beginning of 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. The Chair may also request delegates provide statements on behalf of multiple speakers.
6. Any concerns or questions which do not relate to a scheduled item on the agenda will be heard under the item "Citizen Concerns." Please note the Board is legally prohibited from taking action on or engaging in deliberation on concerns not listed on the agenda, and in such cases the Chair will request further discussion take place after properly noticed.
7. Public comment by electronic or telephonic means is prohibited except for a particular agenda item when approved by the Chair 24 hours before a meeting or by a majority of the board during a meeting for a subsequent meeting.

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**AGENDA**

**3:15 p.m.** 1. Closed Session with LEC Authority {Iowa Code Section (21.5(1)(c))} **First Floor Boardroom**

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

2. Approval of the agenda Action

**Consent Agenda**

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

3. Approval of the minutes of the January 30, 2024 meeting  
Approval of the minutes of the January 25, 2024 special meeting

4. Approval of claims

5. County Recorder Deputy – Diane Swoboda Peterson  
a. Receive for signature the canvass of the McCandless Intercounty Drainage District Trustee Election

- b. Receive for signature the canvass of the Sandhill-Lakeport Drainage District Trustee Election
  - c. Receive for signature the canvass of the Little Sioux Intercounty Drainage District Trustee Election
6. Board Administration – Dennis Butler
- a. Approval of Bond Counsel Engagement Agreement proposed issuance of not to exceed \$800,000 General Obligation Capital Loan Notes
  - b. Approval of resolution fixing March 5, 2024 at 4:40 p.m. for a meeting on authorization of a loan agreement and the issuance of not to exceed \$406,000 General Obligation Capital Loan Notes of Woodbury County, State of Iowa (for essential county purposes), and providing for publication of notice thereof
  - c. Approval of resolution fixing March 5, 2024 at 4:45 p.m. for a meeting on the authorization of a loan agreement and the issuance of not to exceed \$394,000 General Obligations Capital Loan Notes of Woodbury County, State of Iowa (for essential county purposes), and providing for publication of notice thereof
7. County Auditor – Patrick Gill
- Approval of Liquor License Application for Anthon Golf Course, Anthon, Iowa
8. Human Resources – Melissa Thomas
- a. Approval of Memorandum of Personnel Transactions
  - b. Authorization to Initiate Hiring Process
  - c. Presentation of award certificate to Virgil Bremer.
9. Secondary Roads – Mark Nahra
- a. Approve the permit to work in the right of way for Mitch Parker and to direct the chair to sign the permit
  - b. Approve the underground utility permit for Frontier Communications of Iowa, LLC and to direct the chair to sign the permit

**End Consent Agenda**

10. Board of Supervisors – Dan Bittinger & Sky Ranch Behavioral Services – Anna Bertrand  
Opioid remediation settlement request and proposal from Sky Ranch Behavioral Information Services for F.T.E. positions
11. Veteran Affairs – Commissioners of Veteran Affairs  
Approval of improvement request for executive director pay Action
12. Secondary Roads – Mark Nahra
- a. Approve the contract with Calhoun Burns and Associates for bridge inspection for calendar year 2024 Action
  - b. Approval of agreement with HNTB Corporation for preparing grant application for federal aid funding the Southbridge Interchange project Action
  - c. Approval of Preconstruction Agreement with Iowa DOT for work on Hwy 20 project Action
  - d. Approval of resolution committing funds and project maintenance for Old Highway 141 road improvements Action
  - e. Approval to direct the county engineer to work with the City of Correctionville to survey, plat, and allow the city to purchase the property for the construction of a city park Action

13. Board of Supervisors – Jeremy Taylor & Dan Bittinger Approval of utilization of \$300,000 from Gaming Revenues in order to achieve flat tax rates in the county-wide and rural levies	Action
14. Board of Supervisors – Jeremy Taylor	
a. Approve the creation of a maintenance fund for the historic Woodbury County Courthouse	Action
b. Approve \$250,000 from gaming revenue for FY 2025	
c. Approve request of \$12,000 from the Courthouse Foundation be transferred into the newly created fund	Action
15. Reports on Committee Meetings	Information
16. Citizen Concerns	Information
17. Board Concerns	Information
18. <b>Budget Review Discussion for FY 2025</b>	<b><u>Page</u></b>
a. <b>Secondary Roads Fund</b>	
1. Roadside Management – R.B.	4-3
2. Secondary Roads – S.R. & R.B.	5-38
b. <b>Planning/Zoning</b> – R.B.	2-5
c. <b>County Supervisors</b>	
1. Hard Rock Gaming Fees – N.T.	
a. Woodbury County Senior Meal Program	46-53
b. Siouxland Regional Transit System	54-56
c. NEW Centers Against Abuse & Sexual Assault	
2. Infrastructure/Economic Development - N.T.	
a. I 29 New Interchange Grant Application	
b. Event Center (7 of 10)	
c. Siouxland Initiative	73
d. Woodbury County Fair	76-79
e. SIMPCO Improvement Regional Housing	82-83
f. SIMPCO Memberships	80-81
g. Western Iowa Tourism	
h. Iowa’s West Coast	84
d. <b>Debt Service Fund</b> – D.S.	

## ADJOURNMENT

*Subject to Additions/Deletions*

## CALENDAR OF EVENTS

- WED., FEB. 14**    **7:30 a.m.**    SIMPCO Executive-Finance Committee - Hybrid
- 8:05 a.m.**    Woodbury County Information Communication Commission, First Floor Boardroom
- 12:00 p.m.**    District Board of Health Meeting, 1014 Nebraska St.
- THU., FEB. 15**    **12:00 p.m.**    SIMPCO Board of Directors, 6401 Gordon Drive
- 4:30 p.m.**    Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., FEB. 15**    **12:00 p.m.**    Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
- WED., FEB. 21**    **12:00 p.m.**    Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- 4:00 p.m.**    SIMPCO 101, 6401 Gordon Drive
- THU., FEB. 22**    **11:00 a.m.**    Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- MON., FEB. 26**    **6:00 p.m.**    Zoning Commission Meeting, First Floor Boardroom
- TUE., FEB. 27**    **2:00 p.m.**    Decat Board Meeting, Western Hills AEA, Room F
- WED., FEB. 28**    **2:30 p.m.**    Rolling Hills Community Services Region Governance Board Meeting
- THU., FEB. 29**    **10:00 a.m.**    Siouxland Regional Transit System Special Meeting – Zoom Only
- FRI., MAR. 1**        **9:00 a.m.**    Hungry Canyons Alliance - TBD
- MON., MAR. 4**        **6:00 p.m.**    Board of Adjustment meeting, First Floor Boardroom
- WED., MAR. 6**        **4:45 p.m.**    Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., MAR. 7**        **12:00 p.m.**    Regional Policy and Legislative Affairs Committee - Hybrid
- WED., MAR. 13**    **7:30 a.m.**    SIMPCO Executive-Finance Committee - Hybrid
- 8:05 a.m.**    Woodbury County Information Communication Commission, First Floor Boardroom
- 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
- THU., MAR. 14**    **12:00 p.m.**    SIMPCO Board of Directors, 1122 Pierce St.
- 4:00 p.m.**    Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park

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

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



**JANUARY 30, 2024, FIFTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, January 23, 2024, at 3:15 p.m. Board members present were Nelson, Ung (by phone), Bittinger II, Radig, and Taylor. Staff members present were Dennis Butler, Budget & Finance Director, Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, Joshua Widman, Assistant County Attorney, and Michelle Skaff, Deputy Auditor/Clerk to the Board.

1. Motion by Bittinger second by Radig to go into closed session per Iowa Code Section 21.5(1)(c). Carried 4-0 on roll-call vote.

Taylor entered the meeting at 3:20pm.

Motion by Bittinger second by Nelson to go out of closed session per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote.

- 2a1. Motion by Taylor second by Radig to receive the Board of Supervisors Starcom Program budget as submitted. Carried 5-0.
- 2a2. Motion by Taylor second by Nelson to receive the Board of Supervisors Youth Guidance Services budget as submitted. Carried 5-0.

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

4. Motion by Bittinger second by Nelson to approve the agenda for January 30, 2024. Carried 5-0. Copy filed.

Motion by Taylor second by Radig to approve the following items by consent:

5. To approve minutes of the January 23, 2024 meeting. Copy filed.
6. To approve the claims totaling \$294,882.14. Copy filed.
- 7a. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Dreamhomes LLC, vin #19A19399, 1991 Bonnavilla.

**WOODBURY COUNTY, IOWA  
RESOLUTION #13,694  
RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS,** Dreamhomes LLC is the titleholder of a mobile home

VIN# 19A19399 located in Woodbury County, Iowa and legally described as follows:

VIN# 19A19399 Year/Model 1991 Bonnavilla

**WHEREAS,** the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Dreamhomes LLC

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

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

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

**SO RESOLVED** this 30<sup>th</sup> day of January, 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 7b. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Dreamhomes LLC, vin #9311, 1979 Kit Mobile Home.

**WOODBURY COUNTY, IOWA  
RESOLUTION #13,695  
RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS,** Dreamhomes LLC is the titleholder of a mobile home

VIN# 9311 located in Woodbury County, Iowa and legally described as follows:

**VIN#** 9311 **Year/Model** 1979 Kit Mobile Home

**WHEREAS,** the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Dreamhomes LLC

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

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

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

**SO RESOLVED** this 30<sup>th</sup> day of January, 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 7c. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Donald Moore, vin #0567034052, 1976 Champion.

**WOODBURY COUNTY, IOWA  
RESOLUTION #13,696  
RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS,** Donald Moore is the titleholder of a mobile home

VIN# 0567034052 located in Woodbury County, Iowa and legally described as follows:

**VIN#** 0567034052 **Year/Model** 1976 Champion

**WHEREAS,** the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Donald Moore

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

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

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

**SO RESOLVED** this 30<sup>th</sup> day of January, 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 8a. To approve the appointment of Stepen Warren to Commission to Assess Damages, Category B – Owners of City Property. Copy filed.
- 8b. To approve and authorize the Chairperson to sign a Resolution approving for suspension of taxes through the redemption process for Darin Miller, 403 Herbold Blvd., parcel #894301379006 and #894301379005.

**WOODBURY COUNTY, IOWA  
RESOLUTION #13,697  
RESOLUTION APPROVING PETITION FOR SUSPENSION  
OF TAXES THROUGH THE REDEMPTION PROCESS**

**WHEREAS**, Darin J. Miller is a titleholder of property located at 403 Herbold Blvd. Pierson, Iowa, Woodbury County, Iowa, and legally described as follows:

**Parcel #894301379006 and 894301379005**

**HERBOLDS FIRST ADDITION LOTS 27-28-29-30-31-32-33-34 BLOCK 3 AND LOTS 35-36-37-38-39-40 BLOCK 3**

**WHEREAS**, Darin J. Miller, is a titleholder of the aforementioned property has petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2017 Iowa Code Section 447.9(3) and,

**WHEREAS**, the Board of Supervisors recognizes from documents provided that the petitioner is unable to provide to the public revenue; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby directs the County Auditor to redeem this property Parcel #**894301379006 and 894301379005** owned by the petitioner from the holder of a certificate of purchase of the amount necessary to redeem under section 447.9, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this parcel.

**SO RESOLVED** this 30th day of January 2024.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 8c. To lift tax suspension for Carolyn Merchant, parcel #894723327013, 3319 6<sup>th</sup> St. Copy filed.
- 9. To receive for signatures the Farmers Drainage Trustee for Sub-District #2, the Garretson Drainage District Trustee for Sub-District #2, and the Garretson Drainage District Trustee for Sub-District #1 – To fill vacancy official Canvass.

For the office of Farmers Drainage District Trustee for Sub-District #2 there were forty thousand, four hundred and thirty-six (40,436) ballots cast as follows:

Todd Rand	Received forty thousand, four hundred and thirty-six (40,436) votes
Scattered write-ins	Received zero (0) votes

We therefore declare Todd Rand duly elected to the office of Farmers Drainage District Trustee for Sub-District #2 for a term of three years (2024, 2024, 2026).

For the office of Garretson Drainage District Trustee for Sub-Division #2 there were thirty-two thousand, eight hundred and forty-one (32,841) ballots cast as follows:

Jon Winkel	Received thirty-two thousand, eight hundred and forty-one (32,841) votes
Scattered write-ins	Received zero (0) votes

We therefore declare Jon Winkel duly elected to the office of Garretson Drainage District Trustee for Sub-District #2 for a term of three years (2024, 2025, 2026).

For the office of Garretson Drainage District Trustee for Sub-District #1 – To fill vacancy there were thirty-two thousand, eight hundred and forty-one (32,841) ballots cast as follows:

Shane Williams	Received thirty-two thousand, eight hundred and forty-one (32,841) votes
Scattered write-ins	Received zero (0) votes

We therefore declare Shane Williams duly elected to the office of Garretson Drainage District Trustee for Sub-District #1 for a term of one year (2024).

Copy filed.

- 10. To approve the appointment of Melissa Evans, Clerk II, County Treasurer Dept., effective 2-05-24, \$18.68/hour. Job Vacancy Posted 12-13-23. Entry Level Salary: \$18.68/hour.; and the appointment of Brenda Jensen, Custodian, Building Services Dept., effective 02-05-24, \$16.79/hour. Job Vacancy Posted 1-10-24. Entry Level Salary: \$16.79/hour. Copy filed.

Carried 5-0.

- 11. Motion by Taylor second by Radig to receive for signatures a Resolution of proclamation for National Human Trafficking Prevention Month. Carried 5-0.

**WOODBURY COUNTY, IOWA**  
**RESOLUTION #13,698**  
**PROCLAMATION FOR NATIONAL HUMAN TRAFFICKING PREVENTION MONTH**

**Whereas, the United States was founded upon the principle that all people are created with the inalienable right to freedom, and added the 13<sup>th</sup> amendment to the Constitution making slavery illegal;**

**Whereas, slavery within the United States today is most often found in the form of forced labor and sex trafficking, which weakens our social fabric, increases violence and organized crime, and debases our humanity;**

**Whereas, this problem is found even within our community;**

**Whereas, every business, community organization, faith community, family and individual can make a difference by choosing products that are not made by forced labor; by working to protect our young people from sexual exploitation; by addressing the problems of internet sex trafficking and pornography; and by becoming more aware of the problem and possible solutions;**

**NOW, THEREFORE, Woodbury County Board of Supervisors, do hereby proclaim the month of January, 2024 as**

***National Human Trafficking Prevention Month***

**and encourage our citizens to become more familiar with the problem and to work toward solutions.**

**SO RESOLVED** this 30th day of January 2024.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 12. Motion by Radig second by Nelson to receive handout from Ms. Logan. Carried 5-0. Copy filed.

Motion by Taylor second by Radig to approve additional funding of \$75,000.00 for FY 2024 for General Assistance. Carried 5-0. Copy filed.

13. Reports on committee meetings were heard.
14. Mark Nahra advised that the bid award for project #FM-CO97(149)—55-97 from 1-23-24 was to Croell, Inc. for \$2,472,020.82. Copy filed.
15. Board concerns were heard.
- 2b1. Motion by Radig to reduce the Emergency Services budget by 5,595.00.  
  
Motion was amended by Radig and seconded by Taylor to receive the Emergency Services budget with a reduction of \$6,395.00. Carried 5-0.
- 2b2. Motion by Nelson second by Taylor to receive the Emergency Services Paramedics budget as submitted. Carried 5-0.
- 2b3. Motion by Radig second by Bittinger to receive the Emergency Services Animal Control budget as submitted. Carried 5-0.
- 2b4. Motion by Radig second by Nelson to receive the Emergency Services EMS Training budget as submitted. Carried 5-0.
- 2c. Motion by Radig second by Taylor to receive the Emergency Management budget with a reduction of \$62,492. Carried 5-0.
- 2d1. Motion by Taylor second by Radig to defer the Juvenile Detention Facility budget discussion. Carried 5-0.
- 2d2. Motion by Bittinger second by Radig to defer the Juvenile Detention Federal Food Program budget discussion. Carried 5-0.
3. Motion by Radig second by Taylor to approve reducing line item 0001-16-9113-000-63500 to zero dollars for FY25 for the Building Services new LEC Facility. Carried 5-0. Copy filed.

The Board adjourned the regular meeting until February 13, 2024.

Meeting sign in sheet. Copy filed.

**JANUARY 25, 2024, SPECIAL MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Thursday, January 25, 2024, at 3:30 p.m. Board members present were Taylor, Radig, Nelson, Bittinger II, and Ung. Staff members present were Michelle Skaff, Deputy Auditor/Clerk to the Board and Joshua Widman, Assistant County Attorney.

The meeting was called to order.

Motion by Ung second by Taylor to go into closed session per Iowa Code Section 21.5(1)(c). Carried 4-0 on roll-call vote.

Radig arrived at 3:35pm

Motion by Ung second by Nelson to go out of closed session per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote.

The Board adjourned the meeting.

**MONONA COUNTY BOARD OF SUPERVISORS MEETING  
JANUARY 23, 2024**

The Monona County Board of Supervisors met Tuesday, January 23, 2024 at 10:00 a.m. in the Board Room of the Courthouse in Onawa, Monona County, Iowa for the purpose of canvassing the vote cast at the Drainage District Trustee Elections held on January 20, 2024. Monona County Supervisors present: Bo Fox, Tom Brouillette, and Vince Phillips. Absent: None. Also present: Bryan Phillips, Amy Borchardt-Sick, Drainage Clerks; and Peggy Rolph, Auditor.

The Board of Canvassers found the following Drainage District Trustees elected:

**KENNEBEC DRAINAGE DISTRICT**

Trustee Matthew Redmond

**LITTLE SIOUX INTER-COUNTY DRAINAGE DISTRICT**

Trustee, Division III Wayne MacClure

**MCCANDLESS INTER-COUNTY DRAINAGE DISTRICT**

Trustee, Division II Lee Westergaard

**NAGEL DRAINAGE DISTRICT**

Trustee David Maule

**NEW FARMERS DRAINAGE DISTRICT**

Trustee Roger McCandless

**SANDHILL-LAKEPORT INTER-COUNTY DRAINAGE DISTRICT**

Trustee, Division III Neil Kenney

**SOLDIER VALLEY DRAINAGE DISTRICT**


Trustee, Division II Alan Dale

**UPPER SOLDIER DRAINAGE DISTRICT**

Trustee, Division II Nick Goslar

It was moved, seconded and carried to adjourn the meeting of the Board of Canvassers. Motion carried.

  
Bo Fox, CHAIRMAN

ATTEST:   
Amy Borchardt-Sick, DRAINAGE CLERK

MCCANDLESS INTERCOUNTY  
DRAINAGE DISTRICT TRUSTEE ELECTION  
JANUARY 20, 2024

In testimony whereof, we have hereunto set our hands and caused this to be  
attested to and sealed by the County Auditor of Monona County this 23rd day of January,  
2024.

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

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

*BT*  
\_\_\_\_\_  
*Tom Barabakatto*  
\_\_\_\_\_  
*U. + P. Pilleri*  
\_\_\_\_\_

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

ATTEST: *Roger A. Ralph*  
\_\_\_\_\_  
Clerk, Board of Supervisors



**OFFICIAL CANVASS OF VOTES CAST AT THE  
MCCANDLESS INTERCOUNTY DRAINAGE DISTRICT**

**ELECTION DATE: JANUARY 20, 2024**

NAMES OF CANDIDATES	LEE WESTERGAARD								
<u>List Names of Voting precincts</u>	7								
SLOAN ST BANK WHITING BRANCH									
CHALLENGED BALLOTS									
TOTAL VOTES CAST	7								

**SANDHILL-LAKEPORT  
DRAINAGE DISTRICT TRUSTEE ELECTION  
JANUARY 20, 2024**

In testimony whereof, we have hereunto set our hands and caused this to be attested to and sealed by the County Auditor of Monona County this 23rd day of January, 2024.

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

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

*Bo Fox*  
\_\_\_\_\_  
*Tom Braublette*  
\_\_\_\_\_  
*Uit Pully*  
\_\_\_\_\_

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

ATTEST: *Gregory A. Kelly*  
\_\_\_\_\_  
Clerk, Board of Supervisors

**OFFICIAL CANVASS OF VOTES CAST AT THE  
SANDHILL – LAKEPORT DRAINAGE DISTRICT**

**ELECTION DATE: JANUARY 20, 2024**

NAMES OF CANDIDATES	NEIL KENNEY								
<u>List Names of Voting precincts</u>	7								
SLOAN CAFE									
CHALLENGED BALLOTS									
TOTAL VOTES CAST	7								

LITTLE SIOUX INTERCOUNTY  
DRAINAGE DISTRICT TRUSTEE ELECTION  
JANUARY 20, 2024

In testimony whereof, we have hereunto set our hands and caused this to be  
attested to and sealed by the County Auditor of Monona County this 23rd day of January,  
2024.

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

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

*Bo Fox*  
\_\_\_\_\_

*Tom Brucchetto*  
\_\_\_\_\_

*U. P. Pillip*  
\_\_\_\_\_

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

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

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

ATTEST: *Roger A. Ralph*  
Clerk, Board of Supervisors

**OFFICIAL CANVASS OF VOTES CAST AT THE  
LITTLE SIOUX INTERCOUNTY DRAINAGE DISTRICT**

**ELECTION DATE: JANUARY 20, 2024**

NAMES OF CANDIDATES	WAYNE MACCLURE								
<u>List Names of Voting precincts</u>	6								
MONONA COUNTY COURTHOUSE									
<b>CHALLENGED BALLOTS</b>									
<b>TOTAL VOTES CAST</b>	6								

February 5, 2024

**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 – Bond Counsel Engagement Agreement  
Proposed Issuance of Not to Exceed \$800,000 General Obligation Capital Loan Notes

Dear Supervisors:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to Woodbury County, Iowa (the "County" or "Issuer") in connection with the above-referenced issuance (the "Bonds"). While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel services described herein (the "Services").

A. SCOPE OF SERVICES -- *Bond Counsel*

As Bond Counsel, we will represent the County and cooperate with the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the County (all of whom are referred to as the "Bond Purchasers"), counsel for the Bond Purchasers, the Municipal Advisor, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms collectively, the "Participants"). We intend to undertake each of the following as are necessary:

1. Review relevant Iowa law, including pending legislation and other recent developments, relating to the legal status and powers of the County or otherwise relating to the issuance of the Bonds.
2. Obtain information about the Bond transaction and the nature of use of the facilities or purposes to be financed (the "Project").
3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.
4. Consider issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the project, use and investment of Bond proceeds prior to expenditure and security provisions or credit enhancement relating to the Bonds.

5. Prepare or review major Bond documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted. As Bond Counsel, we assist you in reviewing only those portions of an official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), the description of the federal tax exemption of interest on the Bonds and the "bank-qualified" status of the Bonds.
6. Prepare or review all pertinent proceedings to be considered by the governing body of the County; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.
7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.
8. Render our legal opinion regarding the validity of the Bonds, the sources of payment for the Bonds and the federal income tax treatment of interest on the Bonds, which opinion (the "Bond Opinion") will be delivered in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.
9. Subsequent to the Closing, we will prepare and provide the Participants a bond transcript pertaining to the Bonds and make certain the appropriate Federal Information Reporting Form 8038 is filed for each series.

**B. LIMITATIONS**

The duties covered by this Agreement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond Opinion:

1. Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
2. Drafting state constitutional or legislative amendments.
3. Pursuing test cases or other litigation, such as contested validation proceedings.
4. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
5. After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).
6. Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements.

7. After Closing, providing continuing advice to the Issuer or any other party concerning disclosure issues or questions that relate to the Bonds, (e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities).
8. Undertake responsibility as disclosure counsel engaged as recognized counsel specially experienced in Iowa law and federal law relating to disclosure requirements that pertain to governmental debt obligations, whose primary responsibility will be to render objective written advice with respect to the Issuer's issuance of Bonds and its compliance with applicable rules promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

We will provide one or more of the services listed in subsections (1)–(8) of this Section B upon your request, however, a separate, written engagement or request for services will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subsections (9)–(14) of this Section B below, are not included in this Agreement, nor will they be provided by us at any time.

9. Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the Issuer, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.
10. Independently establishing the veracity of certifications and representations of the County or the other Participants.
11. Acting as an underwriter, or otherwise marketing the Bonds.
12. Acting in a financial advisory role.
13. Preparing blue sky or investment surveys with respect to the Bonds.
14. Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

#### C. ATTORNEY-CLIENT RELATIONSHIP; OTHER REPRESENTATIONS

Upon execution of this Agreement and upon notification by the Issuer that our Bond Counsel services are requested with regard to a specific issue of Bonds, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this Agreement with respect to a series of Bonds will be concluded upon issuance of such Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate completed Internal Revenue Service Form 8038 and prepare and distribute to the Participants a transcript of the proceedings pertaining to the Bonds.



As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this Agreement and your role in connection with the issuance of the Bonds:

1. In rendering the Bond Opinion and in performing any other Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. Except by request, we do not ordinarily attend meetings of the governing body of the County at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.
2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid bonds and with the Federal tax law for the tax exemption of interest paid on the Bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.
3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.
4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.
5. Issuing the Bonds as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the County is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The County's

lawyers, financial advisors and bankers can assist the County in fulfilling these duties, but the County in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to the Bonds. The IRS has an active program to audit such transactions. The documents we prepare are designed so that the Bonds will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to the continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear.

6. As noted, the members of the governing body of the County also have duties under the State and Federal Securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

E. FEES

1. It is our practice to bill our fees as Bond Counsel on a transactional basis instead of hourly. Factors which affect our billing include: (a) the amount of the issuance; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.
2. We estimate that our fee for Bond Counsel services will not exceed \$11,200. If, at any time, we believe that circumstances require an adjustment of our original fee estimate(s), we will advise you of such requirement. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount anticipated at the time we initially estimated our fee(s); (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents at the request of the Issuer, any agent acting on your behalf (such as a financial advisor), the purchaser, a bond insurer, other counsel providing services with respect to issuance of a particular issuance of obligations.
3. In addition to our flat fees, we will charge a flat amount for any incidental costs incurred (copies, overnight charges, bond printing, travel reimbursement, deliveries, etc.). We estimate that such charges will not exceed \$750. We will contact you prior to incurring expenses that exceed this amount.
4. The delivery of written advice, or opinions beyond the Bond Opinion, to third parties at the request of the Issuer with respect to a series of Bonds shall be subject to a separate opinion charge in an amount established at the time of the request.

F. BILLING MATTERS:

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates<sup>1</sup>, plus incidental costs, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion).

#### G. RISK OF AUDIT BY THE INTERNAL REVENUE SERVICE (IRS)

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the IRS might commence an audit of the Bonds or whether, in the event of an audit, the IRS would agree with our opinions. If an audit were to be commenced, the IRS may treat the County as the taxpayer for purposes of the examination. As noted above, the scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the County in the matter.

#### H. RECORDS

1. At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.
2. In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

#### I. OTHER ADVICE

- 
1. The firm reviews hourly rates on an annual basis, and reserves the right to implement rate adjustments. If implemented in any particular year, adjustments generally become effective on January 1. Accordingly, our work on this matter will be billed at the hourly rate in effect at the time services are performed. Our current (2024) hourly rates are as follows:
    - a. Attorneys: \$200-\$505/hour (for reference purposes, the undersigned's hourly rate as of 01/01/24 is \$365/hour).
    - b. Legal Assistants: \$140/hour.

1. If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (a) financing alternatives in connection with a particular project, (b) compliance with lending programs, (c) the impact of specified actions on tax-exempt status of outstanding Bonds, (d) interpretation and/or required actions with regard to other "financial obligations" under a continuing disclosure certificate, or (e) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney at the time of performing such separate services.

\*\*\*\*\*

Please carefully review the terms and conditions of this Agreement. ***If the above correctly reflects our mutual understanding, please so indicate by returning a signed and dated copy of this Agreement, retaining an original for your file as well.***

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to contact me.

Ahlers & Cooney, P.C.

Sincerely,



Jason L. Comisky  
FOR THE FIRM

JLC:seb  
Enclosures  
cc: Karen James (via email)

Accepted:  
Woodbury County, Iowa

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

\*Approved by action of the governing body on \_\_\_\_\_, 2024.

February 5, 2024

**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 - Not to Exceed \$406,000 General Obligation Capital Loan Notes (ECP-1); and Not to Exceed \$394,000 General Obligation Capital Loan Notes (ECP-2)

Dear Dennis:

We have now prepared suggested proceedings to be acted upon by the Board in fixing the date of a meeting on the proposition to enter into a loan agreement and issue the above-mentioned notes and ordering publication of a notice of hearing consistent with the provisions of Code Sections 331.402 and 331.443 (See publication requirement.)

**Publication Requirement - Notice of Hearing.**

Notice of this meeting must be published at least once in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The date of publication is to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the notes. In computing time, the date of publication should be excluded. If the last day falls on Sunday, the whole of the following Monday should be excluded.

At the time of hearing the Board shall receive oral or written objections from any resident or property owner to the proposed action to enter into a loan agreement and issue the notes. After all objections have been received and considered, the Board is required, at that meeting or at any adjournment thereof, to take additional action for the authorization of a loan agreement and the issuance of the notes or to abandon the proposal.

The Board is required by statute to adopt the resolution instituting proceedings to enter into a loan agreement and issue the notes at the hearing or an adjournment thereof. Note that Section 3 of the resolution provides that a copy of the report prepared by the County Engineer is attached to the resolution. You should attach a copy of the February 3, 2024 report from the

February 5, 2024

Page 2

Woodbury County Engineer to the resolution and make it available to the Board at the time of or prior to the meeting.

Please return a completed copy of the proceeding, via email followed up by a hard copy, filled in as the original and certified back to us. **We are also enclosing an electronic copy of the notice of hearing to be delivered to the newspaper for publication purposes.** A certificate to attest the proceeding is attached as well.

We will prepare and forward to you in the near future, suggested procedure to be acted upon on the date of hearing. If you have any questions pertaining to the proceedings or the above instructions, please do not hesitate to either write or call.

Ahlers & Cooney, P.C.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason L. Comisky".

Jason L. Comisky  
FOR THE FIRM

JLC:seb

Enclosures

cc: Karen James (via email)

**ITEMS TO INCLUDE ON AGENDA FOR FEBRUARY 13, 2024**

**WOODBURY COUNTY, IOWA**

Not to Exceed \$406,000 General Obligation Capital Loan Notes

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the County thereunder.

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



February 13, 2024

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: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Board Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$406,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF WOODBURY COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

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

\_\_\_\_\_

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

Whereupon, the Chairperson declared the resolution duly adopted as follows:

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

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$406,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF WOODBURY COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Woodbury County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$406,000, as authorized by Sections 331.402 and 331.443, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal to issue such bonds and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action.

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

Section 1. That this Board meet in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at \_\_\_\_\_ .M., on the 5<sup>th</sup> day of March, 2024, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$406,000 General Obligation Capital Loan Notes, for essential county purposes, the proceeds of which notes will be used to provide funds to pay the costs of capital projects for the construction, reconstruction, improvement, repair or equipping of bridges, roads, and culverts which assist in economic development through the creation of jobs and wealth, including the Frontage Road project.

Section 2. That pursuant to Iowa Code Section 331.441(2)(b)(16), capital projects must be found to “assist in economic development which creates jobs and wealth”. No procedure for establishing this is spelled out in the Code. Accordingly, pursuant to Iowa Code Section 331.301(5), the Board elects to have a financial impact report prepared for purposes of determining the impacts of the proposed projects.

Section 3. The County Engineer has compiled data and prepared report, a copy of which is attached hereto and incorporated herein by this reference, which demonstrates the economic impact of the proposed projects. Having reviewed said report, this Board finds:

a) These capital improvement projects:

i. provide necessary access to multiple businesses such as Security Bank, Lewis Pharmacy, Jeff's Bar, Subway, Movilatte Coffee Shop, Countryman Financial Group, and a new medical clinic (currently under construction);

ii. provide necessary hard surface roads, bridges and culverts for efficient and safe County travel, including Frontage Road;

iii. provide necessary access to retail, commercial, medical and educational operations which assist in economic development through the creation of jobs and wealth

iv. provide improved hard surface roads for workers traveling to and from work within the County, and travel in and out of Woodbury County;

v. provide improved hard surfaced roads for clients and customers traveling to and from businesses within the County.

b) The health, safety and welfare of our citizens are dependent upon efficient travels within the County. Adequate and current infrastructure is necessary to achieve these goals and attracts a quality workforce for county industries seeking to expand.

c) Access to safe and efficient roads and bridges is a draw to a quality workforce.

For the foregoing reasons, this Board finds the proposed capital improvement projects enumerated in the Engineer's report assist economic development efforts within the County which are designed to create jobs and wealth for citizens of the County.

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

Section 5. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between: February 14, 2024 and March 1, 2024)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS  
OF WOODBURY COUNTY, STATE OF IOWA, ON THE  
MATTER OF THE PROPOSED AUTHORIZATION OF A  
LOAN AGREEMENT AND THE ISSUANCE OF NOT TO  
EXCEED \$406,000 GENERAL OBLIGATION CAPITAL LOAN  
NOTES OF THE COUNTY (FOR ESSENTIAL COUNTY  
PURPOSES), AND THE HEARING ON THE ISSUANCE  
THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Woodbury County, State of Iowa, will hold a public hearing on the 5<sup>th</sup> day of March, 2024, at \_\_\_\_\_ .M., in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$406,000 General Obligation Capital Loan Notes, for essential county purposes, to provide funds to pay the costs of costs of capital projects for the construction, reconstruction, improvement, repair or equipping of bridges, roads, and culverts which assist in economic development through the creation of jobs and wealth, including the Frontage Road project. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Woodbury County, State of Iowa, as provided by Sections 331.402 and 331.443 of the Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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County Auditor, Woodbury County, State of  
Iowa

(End of Notice)

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
County Auditor, Woodbury County, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WOODBURY )

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Auditor of Woodbury County, State of Iowa, and that as such Auditor and by full authority from the Board of the County, I have caused a

NOTICE OF PUBLIC HEARING  
(Not to Exceed \$406,000 General Obligation Capital Loan Notes) (ECP-1)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the " \_\_\_\_\_ ", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the County, and that the Notice was published in all of the issues thereof published and circulated on the following date:

\_\_\_\_\_, 2024.

WITNESS my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
County Auditor, Woodbury County, State of  
Iowa

(SEAL)



**ITEMS TO INCLUDE ON AGENDA FOR FEBRUARY 13, 2024**

**WOODBURY COUNTY, IOWA**

Not to Exceed \$394,000 General Obligation Capital Loan Notes (ECP-2)

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the County thereunder.

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

February 13, 2024

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: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Board Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$394,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF WOODBURY COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

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

\_\_\_\_\_

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

Whereupon, the Chairperson declared the resolution duly adopted as follows:

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

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$394,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF WOODBURY COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Woodbury County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$394,000, as authorized by Sections 331.402 and 331.443, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action.

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

Section 1. That this Board meet in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at \_\_\_\_\_ .M., on the 5<sup>th</sup> day of March, 2024, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$394,000 General Obligation Capital Loan Notes, for essential county purposes, the proceeds of which notes will be used to provide funds to pay the costs of erecting, equipping, remodeling or reconstructing sidewalks on the site of the district health building; equipping the law enforcement center including software, hardware and other equipment; equipping the Courthouse including software, hardware and other equipment.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$394,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language,

published at least once weekly, and having general circulation in the County. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between: February 14, 2024 and March 1, 2024)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS  
OF WOODBURY COUNTY, STATE OF IOWA, ON THE  
MATTER OF THE PROPOSED AUTHORIZATION OF A  
LOAN AGREEMENT AND THE ISSUANCE OF NOT TO  
EXCEED \$394,000 GENERAL OBLIGATION CAPITAL LOAN  
NOTES OF THE COUNTY (FOR ESSENTIAL COUNTY  
PURPOSES), AND THE HEARING ON THE ISSUANCE  
THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Woodbury County, State of Iowa, will hold a public hearing on the 5<sup>th</sup> day of March, 2024, at \_\_\_\_\_ .M., in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$394,000 General Obligation Capital Loan Notes, for essential county purposes, to provide funds to pay the costs of erecting, equipping, remodeling or reconstructing sidewalks on the site of the district health building; equipping the law enforcement center including software, hardware and other equipment; equipping the Courthouse including software, hardware and other equipment. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Woodbury County, State of Iowa, as provided by Sections 331.402 and 331.443 of the Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

County Auditor, Woodbury County, State of  
Iowa

(End of Notice)

PASSED AND APPROVED this 13<sup>th</sup> day of February, 2024.

---

Chairperson

ATTEST:

---

County Auditor





CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WOODBURY )

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Auditor of Woodbury County, State of Iowa, and that as such Auditor and by full authority from the Board of the County, I have caused a

NOTICE OF PUBLIC HEARING  
(Not to Exceed \$394,000 General Obligation Capital Loan Notes)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the " \_\_\_\_\_ ", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the County, and that the Notice was published in all of the issues thereof published and circulated on the following date:

\_\_\_\_\_, 2024.

WITNESS my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
County Auditor, Woodbury County, State of  
Iowa

(SEAL)

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

Date: 02/08/24 Weekly Agenda Date: 02/13/24

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

**WORDING FOR AGENDA ITEM:**

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

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

n/a

**BACKGROUND:**

n/a

**FINANCIAL IMPACT:**

Unknown at this time

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

Yes  No

**RECOMMENDATION:**

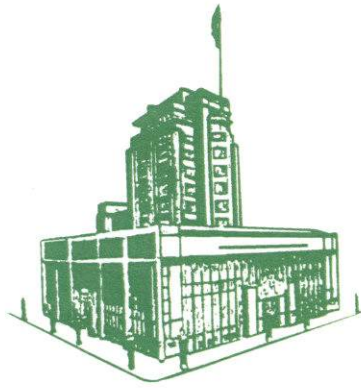
Approve Motion

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve an application for a 12-month Class C Retail Alcohol License, with Outdoor Service Sales privileges for Anthon Golf Course, effective 04/01/2024 through 03/31/25.

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

PATRICK F. GILL  
Auditor/Recorder



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

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

To: Board of Supervisors  
From: Patrick F. Gill, Auditor & Recorder  
Date: February 8, 2024  
Subject: Liquor License Application for the Anthon Golf Course, Anthon, Iowa.

Please approve and receive for signature, an applicaton for a 12-month, Class C Retail Alcohol License (LC) (Commercial), with Outdoor Service privileges, for the Anthon Golf Course, Anthon, Iowa. The license would be effective 04/01/24 through 03/31/25.



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY

Anthon Golf Club Inc.

NAME OF BUSINESS(DBA)

Anthon Golf Course

BUSINESS

(712) 373-5774

ADDRESS OF PREMISES

2236 hwy 31 South

PREMISES SUITE/APT NUMBER

CITY

Anthon

COUNTY

Woodbury

ZIP

51004

MAILING ADDRESS

2236 hwy 31 South

CITY

Anthon

STATE

Iowa

ZIP

51004

## Contact Person

NAME

Anthony Collins

PHONE

(712) 882-3971

EMAIL

anthongolfcourse@gmail.com

## License Information

LICENSE NUMBER

LC0037482

LICENSE/PERMIT TYPE

Class C Retail Alcohol License

TERM

12 Month

STATUS

Submitted  
to Local  
Authority

TENTATIVE EFFECTIVE DATE

Apr 1, 2024

TENTATIVE EXPIRATION DATE

Mar 31, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License



**PRIVILEGES**

Outdoor Service

**Status of Business**

**BUSINESS TYPE**

Corporation

**Ownership**

**• Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Patrick Maguire	Anthon	Iowa	51004	President	0.00	Yes

**• Companies**

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Anthon Golf Club Inc	42-1406936	Anthon	Iowa	51004	100.00

**Insurance Company Information**

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Apr 1, 2024

POLICY EXPIRATION DATE

Apr 1, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE

TEMP TRANSFER EXPIRATION



# State of Iowa

Alcoholic Beverages Division

# HUMAN RESOURCES DEPARTMENT

## MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: February 13, 2024

**\* PERSONNEL ACTION CODE:**

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

**TO: WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
McDermott, Peter	Secondary Roads	2-02-24	Equipment Operator			S	Separation.
Peters, Bryan	County Sheriff	2-19-24	Civilian Jailer	\$23.97/hour		A	Job Vacancy Posted 12-6-23. Entry Level Salary: \$23.97/hour.

APPROVED BY BOARD DATE: \_\_\_\_\_

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas, HR Director

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

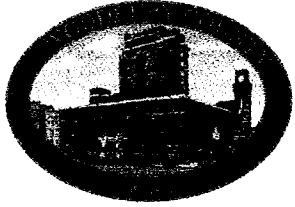
DATE: February 13, 2024

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Secondary Roads	Equipment Operator	CWA: \$26.63/hour		

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





# Woodbury County Secondary Roads Department

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

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

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

SECRETARY  
Tish Brice  
tbrice@sioux-city.org

To: Woodbury County Board of Supervisors  
Woodbury County Human Resources

From: Mark J. Nahra, County Engineer

Date: January 31, 2024

Subject: District 5 Equipment Operator Position

With the separation of Peter McDermott, an equipment operator position is vacant in the District 5 unit at Hornick. This will leave the district shorthanded if the vacancy is not filled. I would like to start the hiring process immediately to minimize the time we will be shorthanded in this district.

**RECOMMENDATION:** It is my recommendation that we fill the vacant equipment operator position created by the separation of Peter McDermott at Hornick immediately. Thank you for your attention.

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

Date: 2/08/2024 Weekly Agenda Date: 02/13/2024

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas

**WORDING FOR AGENDA ITEM:**

Presentation of Award Certificate to Virgil Bremer.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Presentation of Award Certificate for 4 hours of Paid Time Off to Virgil Bremer.

**BACKGROUND:**

On 6-16-15 the Board of Supervisors approved the participation of Woodbury County employees in the City of Sioux City Blood Drives and to provide the same incentive of four hours of paid time off to employees who reach gallon milestones. Recipients of this award have been kind enough to donate to the blood bank for the benefit of others.

**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:**

**CERTIFICATE OF AWARD**  
**FOUR (4) HOURS OF PAID TIME OFF**  
**AWARDED TO**  
**VIRGIL BREMER**

FOR THE GENEROUS DONATION OF 1 GALLON TO THE LIFESERVE BLOOD CENTER  
(TIME OFF MUST BE REDEEMED WITHIN SIX MONTHS FROM THE DATE BELOW)

*Matthew Ung*, Board of Supervisors, Chairman

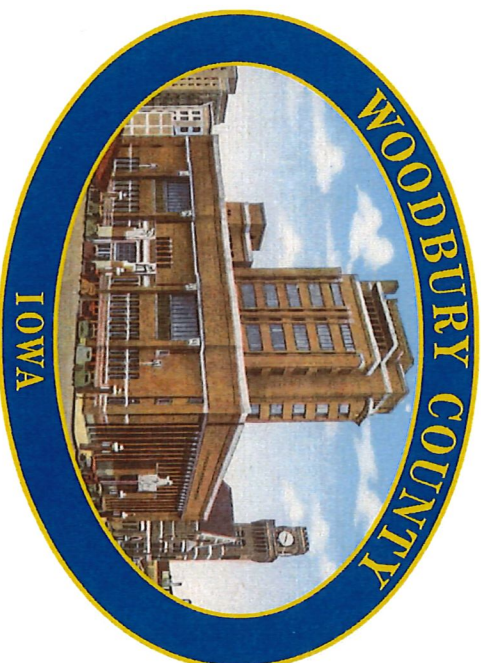
*Keith Radig*, Board of Supervisors

*Jeremy Taylor*, Board of Supervisors

*Daniel Bittinger*, Board of Supervisors

*Mark Nelson*, Board of Supervisors

*February 13, 2024*



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

Date: 2/7/2024 Weekly Agenda Date: 2/13/2024

**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 Mitch Parker

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Mitch Parker has requested a permit to work in the right of way on behalf of landowners to improve two county ditches to handle field drainage along Delaware and Buchanan Avenues.

**BACKGROUND:**

Work in county ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa. I have reviewed both sites with the contractor and recommend the work be permitted.

**FINANCIAL IMPACT:**

No impact at this time.

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

Yes  No

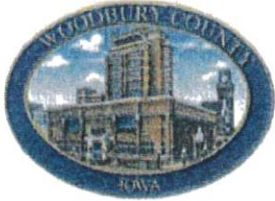
**RECOMMENDATION:**

Approve the permit to work in the right of way

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the permit to work in the right of way for Mitch Parker 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

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

Name of Permittee: Mitch Parker Phone No.: 712-870-0288

Mailing Address: 13052 Hwy K42, Sloan, IA 51055

Township: 86-46 Sloan Section: 20

Woodbury County, State of Iowa, and Mitch Parker (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:

Clean the east ditch along Delaware Ave along JM Farms property from NW Corner of SW 1/4 Sec. 20 to field entrance near 1961 320th St.

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:

N.A

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

None

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 30th day of November, 2024.

Entered into this 13th day of February, 2024.

Mitchell Paucher  
Signature of Property Owner or Authorized Representative

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

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





# Woodbury County Secondary Roads Department

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

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

Name of Permittee: Mitch Parker Phone No.: 712 870-0288

Mailing Address: 13052 Hwy K42, Sloan, IA 51055

Township: 87-45 Liberty Section: 3

Woodbury County, State of Iowa, and Mitch Parker (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:

Clean ditch on both sides of road to improve drainage near 2266 Buchanan Ave. Will be coordinated with improvement of off-road waterway east of Buchanan Ave

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:

N.A.

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

None

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 30th day of November, 2024.

Entered into this 13th day of February, 2024.

Mitchell Parker  
Signature of Property Owner or Authorized Representative

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

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



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

Date: 02/07/2024 Weekly Agenda Date: 2/13/2024

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

**WORDING FOR AGENDA ITEM:**

Consideration of utility permit for replacement of buried cable in county right of way

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Frontier Communications has applied for a permit to allow the replacement of buried copper cable on Knox Avenue to prepare for a county bridge project.

**BACKGROUND:**

Work in county ROW requires a permit approved by the Board of Supervisors per section 318.8 of the Code of Iowa. The utility company is moving the cable to accommodate a county bridge replacement project.

**FINANCIAL IMPACT:**

No financial impact to the county.

**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 Frontier Communications of Iowa, LLC.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the underground utility permit for Frontier Communications of Iowa, LLC. and to direct the chair to sign the permit.

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

REQUEST BY APPLICANT:

Name Frontier Communication of Iowa, LLC Highway Knox Ave  
Address PO Box 416 Stratford, IA 50249 Township Rutland  
City of \_\_\_\_\_

Office Phone 515-573-1268 Local Phone \_\_\_\_\_ Section: 30 1/4 of 1/4 Sec

Type of Utility Installation Copper cable by directional bore T 89 N, R 43 W

Plans Prepared By Trent Flockhart Copy Enclosed X Yes \_\_\_\_\_ No

Map Showing Location Enclosed X Yes \_\_\_\_\_ No

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

Proposed Method of Installation

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

Estimated Starting Date 2/26/24 Estimated Restoration Date 3/7/24

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

By [Signature] Title Network Engineer  
(Signature of Authorized Utility Representative) Date 1/28/24

PERMIT APPROVAL BY PERMITTING AUTHORITY

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

By \_\_\_\_\_ Title \_\_\_\_\_  
(Signature of Woodbury County Board Chairman)

Date \_\_\_\_\_

By \_\_\_\_\_  
(Signature of Woodbury County Engineer)

Title \_\_\_\_\_

Date \_\_\_\_\_

Other Special Provisions:

Permit Provisions and Conditions of Issuance

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

2. The Applicant shall take all reasonable precaution during the construction of said facilities to protect and safeguard the lives and property of the adjacent property owners and the traveling public and shall save the County and the Board of Supervisors harmless of any damages or losses that may be sustained by adjacent property owners and the traveling public on account of such construction operations.
3. Operations in the construction and maintenance of said facilities shall be carried on in such a way as to not interfere with, or interrupt traffic on said roads. However, should the performance of work called for in this permit in any way interfere with or obstruct traffic on said roads, the Applicant shall provide the necessary flagmen as required by the Statutes when one-way traffic is involved and/or otherwise mark said work so as to protect the traveling public.
4. The Applicant shall hold the County and the Board of Supervisors harmless from any damages that may result to said highway because of the construction or maintenance of said facilities and shall reimburse the County or the Board of Supervisors for any expenditures that the County or the Board of Supervisors may have to make on said roads on account of replacement of surfacing gravel and bridge and culvert repairs.
5. Applicant shall lay, construct, operate and maintain said facilities so as not to interfere with natural drainage of the road and so as not to interfere with the construction or maintenance of said roads. When buried cable or wire lines are to be placed lengthwise with the roadway, they shall be placed in the County road shoulder or ditch near the toe of the fore-slope and parallel to centerline of roadbed at a depth of three (3) to four (4) feet by using specially designed plows or by trenching, whichever is appropriate. Plow slots and trenches shall be repacked as necessary to restore the disturbed area to its original condition. For buried line crossings of roadways not paved, an open trench may be dug and the lines placed therein, and the trench back-filled over the lines. Buried line crossings on paved roadways, lines may be placed through the sub-grade by jacking, or by boring a hole just large enough to take the lines; or if the County Engineer approves, a tunnel may be dug through and the cable or wire lines placed therein. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth. Back-filling of trenches within the right-of-way by not under the traveled roadway shall be tamped sufficiently to avoid settlement. When crossing an existing roadway, all buried facilities shall be placed a minimum of three (3) to four (4) below the bottom of the existing adjacent ditches. Overhead lines, where practical, shall be placed adjacent to and with two (2) feet of the Road/Highway Right-of-Way Line.
6. The Applicant will at any time subsequent to placing the facilities, and at the Applicant's expense, relay, replace, alter, change, reconstruct, or relocate its overhead and/or buried facilities and appurtenances thereto as may become necessary to conform to new grades, alignment, or widening right-of-way, resulting from maintenance or construction operations by the County Board of Supervisors irrespective of whether or not additional right-of-way is acquired in connection with such road improvements. The Applicant agrees to do this within ninety (90) days written notice from the Board of Supervisors, and without cost to the County. If the Applicant is unable to comply within said ninety (90) days, the Board of Supervisors may cause the work to be done and the Applicant will pay the cost thereof upon receipt of statement.
7. All work shall be done in a workmanlike manner; the surrounding ground, slopes, and ditch bottoms shall be reshaped to conform to the area and left in a neat condition satisfactory to the County Engineer. All areas where sod has been damaged or destroyed shall be re-seeded.
8. The Applicant shall notify the County Board of Supervisors at least forty-eight (48) hours in advance of the Applicant's intention of starting work covered by this permit on the road right-of-way. Said notice shall be in writing to the County Engineer.
9. Applicant, its' successors, grantees and assigns shall and hereby agrees to assume all responsibility, risks and liabilities for all accidents and damages that may occur to persons and/or property on account of the work done under this permit, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, losses, and expense including judgements, costs and including attorney's fees, for personal injuries (including death) or property damage arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.
10. It is understood that this permit is issued only insofar as Woodbury County has jurisdiction and does not presume to release the Applicant from fulfilling any existing statutes relating to the installation, construction and operation of said facilities.
11. It is further understood that the facilities covered by this permit shall be constructed or installed within one (1) year after the date of approval of this permit, unless otherwise extended in writing by Woodbury County.
12. Engagement in the operations as herein applied for by the Applicant shall be considered and constitute an acceptance of all the terms and conditions herein set forth.

TO 140 ST

TO 150 ST

KGSSO PED KNOX-160  
6" PED  
PLACE NEW 6" PED ON WEST ROW LINE OF  
KNOX AVE .300' NORTH OF CREEK. DIG BACK  
EXISTING 12 PAIR IN WEST SHOULDER OF KNOX  
AVE SO IT CAN BE CUT AND SWUNG INTO PED  
AND SPLICING TO NEW 25 PAIR CABLE.  
STRAIGHT SPLICE PAIRS 1-12 FROM EXISTING CABLE  
NORTH TO NEW 25 PAIR. CLEAR/CAP PAIRS 13-25.

CUT, PICK UP AND DISCARD ANY AND ALL TEMP  
CABLE THAT HAS BEEN LAID OUT ACROSS CREEK.  
ONCE SPLICING OF NEW CABLE HAS BEEN COMPLETED.

25X24 COPPER CABLE  
EST 750'  
PLACE CABLE BY BORE BETWEEN PEDS. MAINTAIN A  
MINIMUM 25' DEEP 50' NORTH AND SOUTH OF CREEK.

KGSSO PED KNOX-160A  
6" PED  
PLACE NEW 6" PED ON WEST ROW LINE OF  
KNOX AVE .300' SOUTH OF CREEK. DIG BACK  
EXISTING 12 PAIR IN WEST SHOULDER OF KNOX  
AVE SO IT CAN BE CUT AND SWUNG INTO PED  
AND SPLICING TO NEW 25 PAIR CABLE.  
STRAIGHT SPLICE PAIRS 1-12 FROM EXISTING CABLE  
SOUTH TO NEW 25 PAIR. CLEAR/CAP PAIRS 13-25.

KNOX AVE

GREEN - EXISTING COPPER FACILITIES  
BLUE - PROPOSED COPPER FACILITIES  
DARK RED - COPPER CABLE TO BE ABANDONED  
RED - RIGHT-OF-WAY

UNITS / ACCT CODES

REVISIONS



KGSL KNOW AVE WASH OUT STORM

PROJECT NUMBER:	2544274	C.O. AREA:	WINSEY
DATE:	1/26/24	EXCLUDE:	PERSON
SCALE:	1"=100'	FILE:	KGSL KNOW AVE WASH OUT
TWINS:	---	TALENT:	---
REV:	---	DATE:	---
BY:	---	NO. OF:	3
CHKD:	---	REV. OF:	---
APP'D:	---	REV. OF:	---

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

Date: 02/08/2024

Weekly Agenda Date: 02/13/2024

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervsr. Bittinger/Anna Bertrand

**WORDING FOR AGENDA ITEM:**

Opioid Remediation Settlement Request and Proposal from Sky Ranch Behavioral Services for 3 F.T.E. positions.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Sky Ranch Behavioral Services (SRBS) is requesting two years of funding in the amount of \$242,648 per year (\$485,296 over a two-year period) to fund 3 F.T.E. positions in alignment with the recommended Opioid Remediation Settlement approved uses guidelines.

**BACKGROUND:**

Sky Ranch Behavioral Services (SRBS) is requesting two years of funding in the amount of \$242,648 per year (\$485,296 over a two-year period). SRBS is requesting funding to support and address two key needs and priorities in the Siouxland area. 1. Connecting Individuals to Care and Addressing the Needs of Criminal Justice Involved Persons, and 2. Supporting People in Treatment and Recovery with Peer Recovery Services. Both areas of focus are highlighted priorities in the in the Opioid Remediation Funding Guidance in Part I Treatment, Items B, C, and D.

Sky Ranch Behavioral Services (SRBS) will implement access and connections to care for the general community of Woodbury County and for individuals (youth and adults) who are Criminal Justice Involved. This is a critical need for Woodbury County based on current substance use trends and the increasing crisis in mental health for youth and adults.

See backup materials.

**FINANCIAL IMPACT:**

Sky Ranch Behavioral Services (SRBS) is requesting two years of funding in the amount of \$242,648 per year (\$485,296 over a two-year period) to fund 3 positions per year, program materials, certifications, technology needs, etc.

See backup materials for a detailed breakdown of funding needs.

**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:**

Informational Only

**ACTION REQUIRED / PROPOSED MOTION:**

Informational Only

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

Date: 2/7/24  
Weekly Agenda Date: 2/13/24

DEPARTMENT HEAD / CITIZEN: Commissioners of Veteran Affairs

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SUBJECT: Improvement Request for Executive Director Loni Kuhlmann

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**ACTION REQUIRED:**

Approve Ordinance                       Approve Resolution                       Approve Motion

Give Direction                       Other: Informational                       Attachments

**WORDING FOR AGENDA ITEM:** Improvement Request for Executive Director Pay

**EXECUTIVE SUMMARY:** While looking at the number of Veterans in Woodbury County and the counties with similar numbers along with population and time in position other than 2 counties that are due to the normal population and number of military organizations at those 2 counties.

**BACKGROUND:** Contacted Vice President Jennifer Olson about pay for Directors with similar number of Veterans in counties as Woodbury County along with time in position and the location of 2 military organizations in the county.

**FINANCIAL IMPACT:** Executive Director's Wage to increase for Veteran Affairs Office currently listed at \$31.34 to \$35.00.

**RECOMMENDATION:** To approve the Improvement Request for Executive Director of Woodbury County Veteran Affairs Office.

**ACTION REQUIRED:** Approval by Woodbury County Commission of Veteran Affairs and Woodbury County Board of Supervisors.





Woodbury County Commission of Veteran Affairs  
 1211 TriView Avenue, Suite A  
 Sioux City, Iowa 51103  
 Phone: 712-279-6605 or 6606  
 Fax: 712-224-4093



**Katherine Moreno**  
 Chairperson

**Joseph Donovan**  
 Vice-Chairperson

**Emily Clayton**  
 Member

**John Mansfield**  
 Member

**TJ Fennell**  
 Member

February 7, 2024

Woodbury County Supervisors

RE: Director Loni Kuhlmann's

We the Commissioners of the Woodbury County Commission of Veteran Affairs are respectfully submitting our recommendation for Director Kuhlmann to receive a raise for the 2024 – 2025 Fiscal Year. This wage increase would be effective July 1, 2024.

We have taken into consideration comparable hourly wages of Veteran Affairs Directors from 5 counties in Iowa. We feel that with the size of our County, the length of employment & the population of Veterans in Woodbury County, this is a comparable wage.

Our recommendation is a % increase of \$ 34.00 per hour.

Thank you for your consideration regarding this matter.

*[Handwritten signature]*  
 Katherine B. Moreno  
*[Handwritten signature]*  
 John Mansfield  
*[Handwritten signature]*  
 Emily Clayton



## Loni Kuhlmann

---

**From:** Jennifer Olson <jolson@iowacounty.iowa.gov>  
**Sent:** Wednesday, January 3, 2024 3:56 PM  
**To:** Loni Kuhlmann  
**Subject:** Salary

**CAUTION:** This email originated from **OUTSIDE** of the organization. Please verify the sender and use caution if the message contains any attachments, links, or requests for information as this person may NOT be who they claim. **If you are asked for your username and password, please call WCICC and DO NOT ENTER any data.**

Hey Loni, Here are some of the details I was telling you about.

So here is a breakdown of statistics of FY 2022

Polk County	General Pop-493,378	Veteran Population-26,006	Director Sal-\$57.97 per hour/Assist Dir Sal-\$40.32 per hour
Linn Co	General Pop-229,308	Veteran Population-14,990	Director Sal-\$36.21per hour (Start Date 07/25/2022)
Scott Co	General Pop-174,315	Veteran Population-12,350	Director Sal-\$33.88 per hour
Blackhawk Co	General Pop-131,041	Veteran Population-7,985	Director Sal-\$33.91
Pott Co	General Pop=93,543	Veteran Population-6,646	Director Sal-Not Reported due to vacated office
Woodbury Co	General Pop-105,526	Veteran Population-6,161	Director Sal-\$31.34
Johnson Co	General Pop-153,360	Veteran Population-6,084	Director Sal-38.83

So that puts you, at minimum, \$2 less (PER HOUR) than other directors of counties close to your veteran and general population.

Jennifer Olson, VSO  
Iowa County/Marengo Iowa

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

Date: 02/07/2024 Weekly Agenda Date: 02/13/2024

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

**WORDING FOR AGENDA ITEM:**

Consider approval of contract for bridge inspection contract for 2024

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

A contract with Calhoun Burns and Associates is being presented to the Board for inspection of 164 structures requiring inspection in calendar year 2024.

**BACKGROUND:**

Counties are required by state and federal law to conduct bridge inspections on all bridges over 20' in length in compliance with National Bridge Inspection Standards (NBIS). Woodbury County Secondary Road Department has utilized consulting staff to perform these inspections on county bridges. Calhoun Burns and Associates is recommended for continuation of required bridge inspections for 2024

**FINANCIAL IMPACT:**

Bridge inspections are paid from the local secondary road fund out of our administration-engineering budget line items.

**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 Calhoun Burns and Associates for bridge inspection for calendar year 2024.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the contract with Calhoun Burns and Associates for bridge inspection for calendar year 2024.

January 29, 2024

Mark J. Nahra, P.E.  
Woodbury County Engineer  
759 E. Frontage Road  
Merville, IA 51039-8199

**RE: WOODBURY COUNTY BRIDGE INSPECTION AND RATING PROGRAM - 2024**

Dear Mr. Nahra:

This proposal for bridge inspection and rating services for your 2024 program is submitted in accordance with your request for professional structural engineering services. You have asked us to reinspect and rate approximately 125 structures in 2024 from the attached lists for the Standard Rating and HS20 or HL-93 Design Trucks. We will complete Program Manager and Team Leader assignments, provide master lists, cost estimating and summary listing per the Iowa DOT and FHWA guidelines and requirements.


We propose to reinspect these 125 structures in 2024 for a lump sum fee of \$29,000.00. We will perform any required load rating computations for any new rating trucks, including necessary Emergency Vehicle (EV) and All System Permit reviews, update scour evaluations, and complete fracture critical inspections to justify changes, deficiencies, replacements, repairs, funding, etc. at the following estimated rates:

- Load Rating Computations: \$150.00 Each
- Update Level A or B Scour Evaluations: \$135.00 Each
- Fracture Critical Inspections: \$950.00 Each

In addition to the above, we will provide assistance with the implementation of the SIIMS database, including the upcoming change to the SNBI regulations, and any extra work requested at our hourly rates. Any special equipment costs will be charged to the County as a direct expense as we have done in the past.

Please review this proposal and, if it is acceptable, return one signed and dated copy to us. We will do another good job for you and Woodbury County.

Sincerely,

  
\_\_\_\_\_  
Jeff M. Fadden, P.E.  
Vice President

**ACCEPTED FOR WOODBURY COUNTY:**

\_\_\_\_\_  
Board of Supervisors – Chair

**RECOMMENDED FOR APPROVAL:**

  
\_\_\_\_\_  
Mark J. Nahra, P.E.  
Woodbury County Engineer

Date: 2/8/2024



**WOODBURY COUNTY BRIDGE INSPECTION AND RATING PROGRAM**

The following bridges shall be inspected and completed reports submitted:

**2024**

<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>
A-049	C-195	E-239	G-156	L-275	Q-018-1
A-208	C-213	E-245	G-168	M-184	Q-050
A-225	C-224	E-260	G-179	N-091	Q-052
B-110	C-241	E-265	G-187	N-191	Q-072
B-139	C-246	E-308 (ENT)	H-029	N-206	T-017-1
B-213	C-266	F-010	H-120	N-209	T-053
C-010	C-280	F-019	H-135	O-029	U-012
C-027	D-015	F-103-1	H-181	O-074	U-015
C-029	D-018	F-115	H-203	O-102	U-017-1
C-043	D-019	F-117	H-248	P-006	U-044
C-064	D-028	G-022-1	H-266	P-027	U-086-2
C-080	D-042	G-043	J-178	P-035	U-091
C-086	D-054	G-058	K-014-10	P-107	U-105
C-092	D-070	G-084	K-020	P-191	U-137
C-103	D-108	G-089	K-023	P-276	U-138
C-113	D-137	G-106	K-046	P-280	U-155
C-154	E-034	G-127	K-103	P-283	V-117
C-158	E-063	G-135-2	K-113	P-285	W-107
C-174	E-092	G-146	K-203	Q-014-1	X-009
C-180-1	E-093	G-149	L-162-1	Q-016	X-116
C-192	E-099	G-151	L-238	Q-018	

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

Date: 02/07/2024 Weekly Agenda Date: 02/13/2024

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

**WORDING FOR AGENDA ITEM:**

Consider approval of agreement for preparing grant application for federal aid funding the Southbridge interchange project

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

A project agreement with HNTB Corporation is being presented to the Board for preparation of an INFRA and Rural grant application for funding the Southbridge interchange project.

**BACKGROUND:**

HNTB was awarded the RFP for grant preparation for applying for available federal aid to assist in funding the construction of the Southbridge Interchange. The IIJA legislation made several grant programs directly available to local governments for qualifying highway projects.

**FINANCIAL IMPACT:**

The grant application work will be paid for with gaming funds. We are leveraging \$89,000 to try to gain \$20 million for the interchange construction. There are no guarantees that the grant application will be successful, but we have engaged a consultant who has a history of successful applications.

**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 project agreement with HNTB Corporation.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the project agreement with HNTB Corporation and direct the chair to sign the agreement.



Mark J. Nahra, P.E.  
Woodbury County Engineer  
759 E. Frontage Road  
Menville, IA 51039

Re: Multimodal Project Discretionary Grant (MPDG) Application Services provided to Woodbury County by HNTB Corporation (HNTB) for the I-29 Southbridge Interchange ("Project")

Dear Mr. Nahra:

HNTB looks forward to working with Woodbury County ("County") on the above-referenced Project and pursuant to confirmation that the County's Board of Supervisors have approved the attached Scope ("Services") and Fee for the Project.

The County approves the attached scope of work as attested by the signature of the Chair of the Board of Supervisors. The County agrees that HNTB will be paid for the Services HNTB provides and the County agrees to make progress payments based on invoices for work submitted by HNTB and recommended by the County Engineer.

By its signature, the County's acknowledges its agreement with the following:

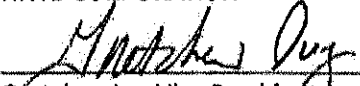
HNTB agrees to perform the Services detailed in the attached Scope, for the Fee detailed therein. The County agrees that it shall pay HNTB within 30 days after receipt of HNTB's invoice for Services.

The parties anticipate a notice to proceed (NTP) will be sent to HNTB by the County by March 1, 2024, to initiate activities defined in the Scope of Services.

We appreciate your accommodation of this HNTB contracting requirement, and we look forward to getting started on this important work for the County.

Sincerely,

HNTB CORPORATION

  
Gretchen Ivy, Vice President

Acknowledged and Agreed on this \_\_\_\_ day of February 2024:

WOODBURY COUNTY, IOWA

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

Printed Name: \_\_\_\_\_

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

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

Attest:

\_\_\_\_\_  
Mark J. Nahra, County Engineer

## **INTRODUCTION**

This document describes the Scope of Services to be provided by HNTB to develop a Multimodal Project Discretionary Grant (MPDG) application (Application), with focus on INFRA and Rural funding, in collaboration with Woodbury County (Client) for the I-29 Southbridge Interchange. It includes the:

- Tasks to be undertaken;
- Roles, responsibilities and expectations of the two parties in preparing the Application;
- Schedule for developing the Application; and
- Deliverables to be provided.

## **SCOPE OF SERVICES**

### **Task 1 Initiate Grant Development**

The Client and HNTB will conduct up to three (3) ≤two-hour virtual meetings to:

- Define the project fully;
- Strategize key messages for grant development;
- Refine the development approach, timeline and roles and responsibilities for developing the Application;
- Identify information assets and gaps in relation to grant program requirements; and
- Detail roles and responsibilities for securing/addressing information assets and gaps.

HNTB will prepare a meeting agenda and meeting notes as well as support materials as needed to support meeting discussion. The Client will provide as requested:

1. Materials requested by HNTB in addition to items specified in **Assumptions and Exclusions**;
2. An estimated time of delivery on outstanding decisions and/or information to better schedule grant activities;
3. List of key individuals and contact information for follow-up requests or clarifications; and

### **Deliverables**

- Meeting Agendas
- Meeting Notes

### **Task 2 Initiate Data Collection**

HNTB will identify data and background information needed to begin work on the Application. The Client will provide any project-related previous studies, reports, grant applications or other graphic or textual materials pertinent to the Application. The Client also will identify and help coordinate contact with public- and private-sector groups, organizations or individuals who may be able to provide applicable grant development information.

## **INTRODUCTION**

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- Tasks to be undertaken;
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### **Deliverables**

- Meeting Agendas
- Meeting Notes

### **Task 2 Initiate Data Collection**

HNTB will identify data and background information needed to begin work on the Application. The Client will provide any project-related previous studies, reports, grant applications or other graphic or textual materials pertinent to the Application. The Client also will identify and help coordinate contact with public- and private-sector groups, organizations or individuals who may be able to provide applicable grant development information.



### **Deliverables**

- List of Preliminary Data Requests

### **Task 3 Develop Benefit Cost Analysis**

HNTB will prepare a benefit-cost analysis (BCA) that quantifies expected benefits of the project against a no-build baseline and comparison to project costs. HNTB will produce the benefit-cost analysis based upon quantifiable savings in travel times, vehicle operating costs and safety costs, as well as any other benefits that can be quantified, using data provided by the Client. Other benefits provided by the project will be described in qualitative or quantitative terms based on the best available information and methodology at the time of preparation. Graphics highlighting key BCA results will be produced and incorporated into the Application as appropriate. The BCA for the proposed project will be summarized in a Methodology Memo that documents the inputs and processes used in developing the analysis and how they align with federal BCA guidance.

### **Deliverables**

- Draft and Final Benefit-Cost Analysis (BCA)
- Draft and Final BCA Methodology Memo

### **Task 4 Develop Grant Application**

HNTB will collaborate with the Client in a series of over the shoulder reviews to develop the preliminary, final and submittal drafts of the Application based on the project schedule and in response to grant program requirements.

As part of the Application development, the Client will provide the following information in the format and detail required by the grant program:

- Project costs and budget;
- Project readiness items;
- Environmental documentation; and
- Other information, if any, identified for the Client by HNTB.

Based on those activities, HNTB will prepare a grant program-responsive Application consisting of a cover page, project narrative, benefit-cost analysis (BCA), BCA methodology memo and supporting documentation for the Application. The narrative shall be ≤25 pages, not including cover, table of contents and appendices. It will include graphics, including the cover page and creation or recreation of ≤30 tables, figures or other graphic elements addressing Application requirements.

HNTB also will complete the federally mandated forms for pre-final completed MPDG funding applications including Standard Form 424 and Standard Form 424C. The Client shall submit the Application through the Grants.gov portal as described in the grant program's Notice of Funding Opportunity (NOFO).

At review points in the grant production process, the Client will provide one set of comments combining all suggestions and corrections from internal reviewers. Production of the submittal draft will be scheduled so that a one-week "pencils down" period can be observed following final draft Client comments and before the Application submittal to ensure that the Application can be quality checked prior to it being submitted.

#### **Deliverables**

- Preliminary review draft (in Word)
- Final review draft (in Word and .pdf format)
- Submittal draft (in .pdf format)

#### **Task 5 Initiate Stakeholder Outreach Campaign**

Concurrent with the development of the BCA and grant narrative, HNTB will collaborate with the Client to develop and implement an initiative to secure letters of support for inclusion in the Application and to build awareness of the project more broadly among key constituencies and among appropriate state and federal agencies and elected official. HNTB federal strategists will also work with Iowa congressional delegation to prepare them to advocate for the project in Washington, DC.

#### **Deliverables**

- Guidance memo regarding outreach and informational activities to undertake in support of the Application, including development of a list of potential supporters and backers to support the Application
- One-page project description/fact sheet for use by the Client to promote the project and recruit project supporters
- Draft letter of support and guidance on how to recruit project supporters for incorporation into the Application

#### **Task 6 Project Management and Grant Coordination**

HNTB will initiate coordination efforts with the Client's Project Manager. HNTB will hold weekly progress meetings (assume up to 8 meetings) following NOFO release to provide and receive important information relative to the Application, provide progress updates on tasks, and coordinate deliverables for review.

HNTB will administer the work for the overall duration described in this Scope of Services. HNTB will prepare and maintain a project work plan, and track, update, and maintain the work plan as needed. HNTB will establish and maintain a project cost control system to process and track project costs, including implementation and coordination of financial reporting requirements and formats, reporting policies and guidelines, and invoicing and payment of project costs.

HNTB will prepare invoicing / payment requests and number submittals sequentially. HNTB will prepare monthly progress reports that include narrative descriptions, financial reports and expenditures indicating the overall percent of project completion as well as the percent completion of individual tasks to each invoice. HNTB will attach monthly progress reports to each invoice to support the calculation of overall percentage of the work completed to date.

HNTB will perform and document quality control and quality assurance reviews of each Application submittal in compliance with company policy. HNTB will prepare a Project Quality Plan (PQP) and conduct Quality Orientation for all project team members as part of an internal project kick-off meeting for the project team. The Project Quality Manager will review quality control documentation and deliverables prior to each submittal to ensure conformance to the PQP.

HNTB will hold monthly internal project reviews to discuss project progress, issues, budgets, schedule risks, workflows and process, and staffing. The project reviews will include the Project Manager, Task Lead, Quality Manager, Project Analyst and Principal in Charge to ensure project adherence to project controls and the PQP.

#### **Deliverables**

- Meeting Agendas and Notes
- Project Work Plan / Schedule

## **ASSUMPTIONS AND EXCLUSIONS**

### **Activities and Services to be Client Performed or Provided**

The Client will complete the following activities in a timely fashion consistent with the project schedule:

1. Designate one point of contact for coordinating Client activities, including reviews, edits and approvals of Application content.  
Confirm the County's System of Award Management (SAM) at [www.SAM.gov](http://www.SAM.gov), Data Universal Numbering System (DUNS) number, and username and password at Grants.gov to make formal submission of the Application. The County will create a Grants.Gov workspace and submit the final Application. It is assumed HNTB as Authorized Organization Representatives (AORs) will not be necessary.
2. Solicit and obtain letters of support for the project, with support from HNTB.
3. Handle all formal interactions with third parties.
4. Submit the final Application prior to the Application deadline.

It is further assumed that, as part of this effort, the Client also will identify and make available to HNTB such information as may be needed to respond to the NOFO requirements, including identifying staff to participate in working sessions with HNTB, including:

1. Project definition – Final description of project type, physical limits and major components;
2. Project cost – The estimated total cost of the project, cost of individual major elements and the source and/or methodology used to arrive at cost estimates;
3. Project funding – Amounts and sources of all funds to be used for eligible project costs, including documentation of funding commitments from non-federal sources;
4. Any previous pertinent studies, especially those that provide a summary of the safety benefits to the traveling public of the project;
5. Data related to current and prospective project-related infrastructure conditions;
6. Information outlining ways in which the project will decrease transportation costs, improve movement of workers and goods, enhance the reliability of freight movement, and create economic opportunities;
7. Input regarding environmental benefits provided by the project through reduced congestion as well as the environmental mitigation to be performed to address impacts;
8. List of improvements and sources of information related to quality of life provided by the project by improving connectivity for citizens;
9. Input on potential design, delivery and/or financing innovations that could be applied to this project;
10. Details regarding any partnerships formed between the Client and others to deliver the project, including non-federal revenue sources resulting from partnership discussions;
11. Project readiness information addressing grant requirements concerning technical feasibility, schedule, required approvals, and an assessment of project risks and mitigation strategies; and

12. Documentation of the project's current environmental review status and inclusion in appropriate national, state and local planning processes and documents.

**Exclusions**

This scope covers only enumerated Tasks; the following are specifically excluded:

1. Analysis determined by HNTB to be unnecessary for preparation of the proposed Application
2. Attendance at, and preparation for, board or executive meetings
3. Development of a Style Guide
4. 3D modeling
5. Outside costs associated with identifying and securing local commitment support
6. 3D or video graphics
7. Renderings
8. Website or other multimedia support
9. Items as noted in this Scope of Services as being handled by others

It is assumed all meetings will be virtual (no travel expenses required) and all deliverables will be electronic.

**SCHEDULE**

HNTB expects a 2024 NOFO release to occur around in late June, based on the 2023 NOFO release. It is anticipated grant activities will conclude late summer, 2024 and notice to proceed (NTP) will be received by the Client by 3/1/24 to initiate pre-NOFO activities defined in this Scope of Services.

**COMPENSATION**

Please refer to the attached fee estimate for further details.



## I-29 Southbridge INFRA and Rural Grant Application

### BASIC CONSULTANT SERVICES

Task Summary	DIRECT LABOR & EXPENSES	
	HOURS	COST
Task 1: Initiate Grant Development	44	\$6,670
Task 2: Initiate Data Collection	16	\$2,730
Task 3: Develop BCA	120	\$19,780
Task 4: Develop Grant Application	240	\$34,260
Task 5: Stakeholder Outreach Campaign	48	\$8,100
Task 6: Grant Coordination and Project Management	96	\$17,410
<b>SUBTOTAL (LABOR)</b>	<b>564</b>	<b>\$88,950</b>
Expenses (Printing)		\$100
<b>TOTAL PROJECT</b>		<b>\$89,050</b>

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

Date: 02/07/2024 Weekly Agenda Date: 02/13/2024

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

**WORDING FOR AGENDA ITEM:**

Consider approval of Preconstruction Agreement with Iowa DOT for work on Hwy 20 project

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

A preconstruction agreement is provided for board consideration for paving side road fillets on roads intersecting four lane Hwy 20 this year.

**BACKGROUND:**

Highway 20 from Emmett Avenue to east of Ida Avenue is scheduled for HMA resurfacing this year. When these projects are done, the county has requested that a 50' paved fillet be constructed at each intersection. The paved approach keeps our road graders out of high speed traffic when they are maintaining roads intersecting Hwy 20.

**FINANCIAL IMPACT:**

The estimated cost of the project is \$52,239 which will be paid from secondary road maintenance 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 preconstruction agreement with Iowa DOT for the construction of side road fillets as part of the Hwy 20 HMA resurfacing project.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the preconstruction agreement with Iowa DOT for side road construction along Hwy 20.

**IOWA DEPARTMENT OF TRANSPORTATION  
Preconstruction Agreement  
For Primary Road Project**

County	<u>Woodbury</u>
Project No.	<u>NHSX-020-1(176)--3H-97</u>
Iowa DOT	
Agreement No.	<u>2024-C-049</u>
Staff Action No.	<u></u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated "DOT," and Woodbury County, Iowa, a Local Public Agency, hereinafter designated "LPA," in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 20 within Woodbury County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

**1. Project Information**

- a. The DOT shall design, let, and inspect construction of the following described project in accordance with the project plans and DOT Standard Specifications:

Hot mix asphalt (HMA) resurfacing with milling, including new HMA paved shoulders, along eastbound and westbound U.S. 20 from Emmet Avenue in Lawton to 0.4 miles east of County Road D22.

- b. As part of the project, the LPA has requested HMA paved fillets at granular secondary road approaches within the Woodbury County all which shall be at no cost to the DOT. (See Exhibit A for location and Exhibit B for costs). The HMA fillets will be fifty feet in length starting at the outside edge of the new U.S. 20 HMA paved shoulder.

- c. Upon completion of construction, the LPA agrees to retain ownership and jurisdiction of the following referenced improvements as identified below. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:

- i. Paved fillets shall be constructed at the following locations (see Exhibit A):

- (a) Fayette Avenue (north and south side of U.S. 20)
- (b) Franklin Avenue (north and south side of U.S. 20)
- (c) Hancock Avenue (north side of U.S. 20)
- (d) Ida Avenue (north side of U.S. 20)

**2. Project Costs**

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$52,239, as shown in Exhibit B. The amount paid by the LPA upon completion of construction and billing by the DOT shall be determined by the actual quantities in place and the accepted bid at the contract letting.

- b. The DOT shall bear all costs except those allocated to the LPA under other terms of this Agreement.



### **3. Traffic Control**

- a. U.S. 20 through-traffic shall be maintained during the construction.
- b. It shall be necessary to temporarily close LPA side roads Fayette Avenue (north and south of U.S. 20), Franklin Avenue (north and south of U.S. 20), Hancock Avenue (north of U.S. 20), and Ida Avenue (north of U.S. 20) during construction. The DOT shall 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 shall 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 shall be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. Since this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) shall 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 shall be responsible for the coordination of utility facility adjustments for the primary road project.

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

- a. Upon completion of the project, no changes in the physical features thereof shall be undertaken or permitted without the prior written approval and consent of the DOT.
- b. Future maintenance of the primary highway within the project area shall 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 provide notice of the modification, amendment or revision to the DOT within 14 calendar days of the LPA's receipt of a subsequent FIS or modification. 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 provide notice of the FIS to the DOT within 14 calendar days. The LPA agrees to defend, indemnify and hold the DOT harmless from any and all claims, costs, and damages arising from or related to the LPA's failure to timely provide an FIS or and FIS modification to the DOT in accordance with this provision.
- b. The LPA shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Title VI of the Civil Rights Act of 1964 and Iowa Code Chapter 216. No person shall, 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 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. 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.
- e. 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 shall remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed amendment to this document.

**IN WITNESS WHEREOF**, each of the parties hereto has executed Agreement No. 2024-C-049 as of the date shown opposite its signature below.

**BOARD OF SUPERVISORS OF WOODBURY COUNTY:**

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

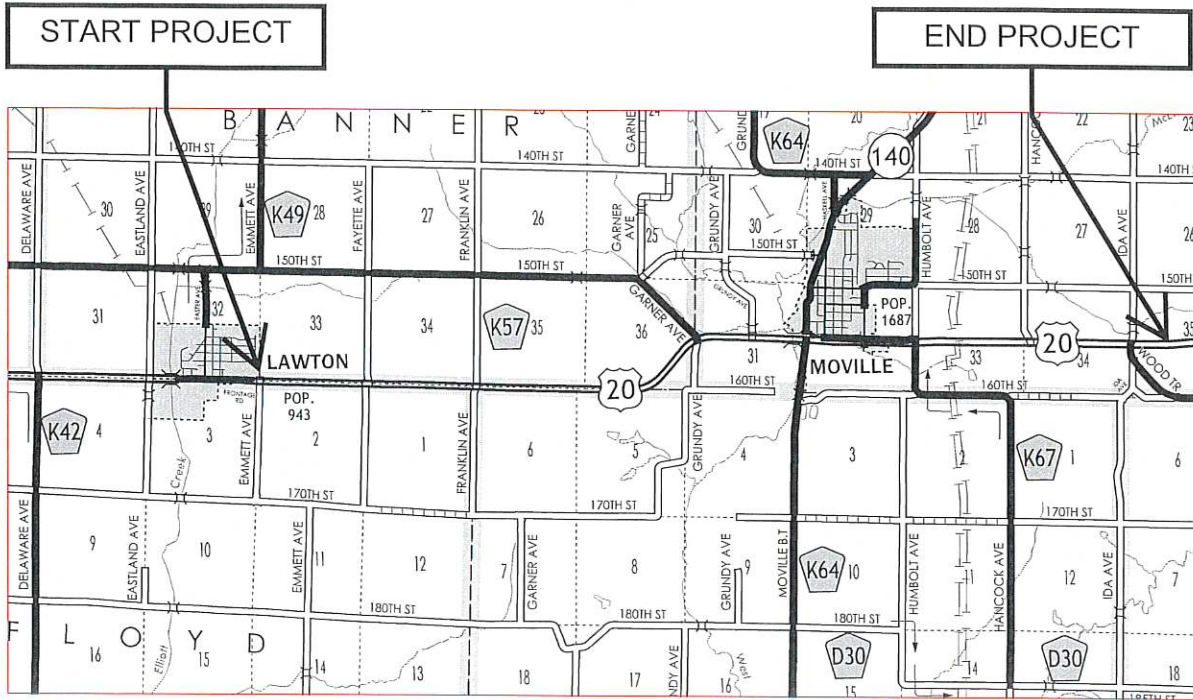
ATTEST:

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

**IOWA DEPARTMENT OF TRANSPORTATION:**

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

# Exhibit A



## Exhibit B

NHSX-020-1(176)--3H-97

### Woodbury County Side Road Connection Estimated Costs

Road Identification	Class 13 Excavation CY	HMA Base Tons	Asphalt Binder PG58-28S Tons	HMA Surface Tons	Asphalt Binder PG58-28H Tons	Cost per Location
Fayette S	35.19	45.92	2.76	23.28	1.40	\$ 6,677.54
Fayette N	35.19	45.92	2.76	23.28	1.40	\$ 6,677.54
Franklin S	54.40	70.99	4.26	35.98	2.16	\$ 10,323.83
Franklin N	35.19	45.92	2.76	23.28	1.40	\$ 6,677.54
Hancock N	55.09	71.90	4.31	36.44	2.19	\$ 10,455.62
Ida N	35.19	45.92	2.76	23.28	1.40	\$ 6,677.54
<b>Total Quantity</b>	<b>250.23</b>	<b>326.55</b>	<b>19.59</b>	<b>165.53</b>	<b>9.93</b>	
<b>Unit Price</b>	<b>\$ 12.82</b>	<b>\$ 36.95</b>	<b>\$ 632.46</b>	<b>\$ 76.25</b>	<b>\$ 725.17</b>	
<b>Estimated Cost</b>	<b>\$ 3,207.97</b>	<b>\$ 12,066.10</b>	<b>\$ 12,391.87</b>	<b>\$ 12,621.52</b>	<b>\$ 7,202.16</b>	

Estimated Cost \$ 47,489.62  
 10% Contingency \$ 4,748.96  
**Total Estimated Cost \$ 52,238.58**



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

Date: 02/08/2024 Weekly Agenda Date: 02/13/2024

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

**WORDING FOR AGENDA ITEM:**

Consider a resolution for the commitment of funds and project management for RPA funding applications

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The county engineer has prepared an application for RPA funds for work on Old Highway 141 from the Merville Blacktop to Smithland. This resolution supports that application.

**BACKGROUND:**

The county road department is programming the improvement of Old Highway 141 from the Merville Blacktop to Highway 141 in Smithland in FY 2028. The composite pavement is heavily patched and separating where it was widened by Iowa DOT before it was transferred to the county. The county is seeking RPA funds to assist with the cost of overlaying the existing pavement.

**FINANCIAL IMPACT:**

This is a \$3.20 million project is proposed to be paid for by a combination of RPA funds and Woodbury County Farm to Market funds. The county is requesting \$2,000,000 in funding from the RPA.

**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 sign the resolution committing funds and project maintenance for Old Highway 141 road improvements.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the resolution committing funds and project maintenance for Old Highway 141 road improvements.

COMMITMENT OF FUNDS AND PROJECT MAINTENANCE  
RESOLUTION

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

**WHEREAS:** The Board of Supervisors is submitting application to the SRTPA RPA Surface Transportation Program for the following project in FY 2025, and

**County Hwy D25 – Old Highway 141  
PCC Pavement Overlay**

**NOW, THEREFORE, BE IT RESOLVED** by the Woodbury County Board of Supervisors that County Engineer is directed to submit application for the above captioned project, that the Board of Supervisors will dedicate the local match funding for the project, and that Woodbury County will maintain the completed project for its intended public use for a minimum of 20 years following project completion.

**Passed and approved this 13th day of February, 2024.**

\_\_\_\_\_  
Matthew Ung, Chairperson  
Woodbury County Board of Supervisors

**Attest:**

\_\_\_\_\_  
Patrick Gill  
Woodbury County Auditor

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

Date: 2/8/2024 Weekly Agenda Date: 2/13/2024

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

**WORDING FOR AGENDA ITEM:**

Consideration of sale of county property to the City of Correctionville

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The city of Correctionville would like to purchase part of a county property located in town so that they can build a park for children in the area.

**BACKGROUND:**

The Woodbury County Secondary Road Department owns a lot in the middle of Correctionville adjacent to city property that includes a sizable lot that the road department will not develop for any purpose. The city would like to develop a city park on a portion of the site and has offered to purchase the land from the county. The city will plat the lot and pay an agreed price.

**FINANCIAL IMPACT:**

The city has offered the county \$15,000 for the lot. The price is based on the sales price of similar bare lots in town. The secondary road department would receive the revenue.

**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 sale of a portion of the county property. The road department has no intention of further developing this lot as we have more than enough space to expand any facilities for the Correctionville district at the main shop on Old Highway 20.

**ACTION REQUIRED / PROPOSED MOTION:**

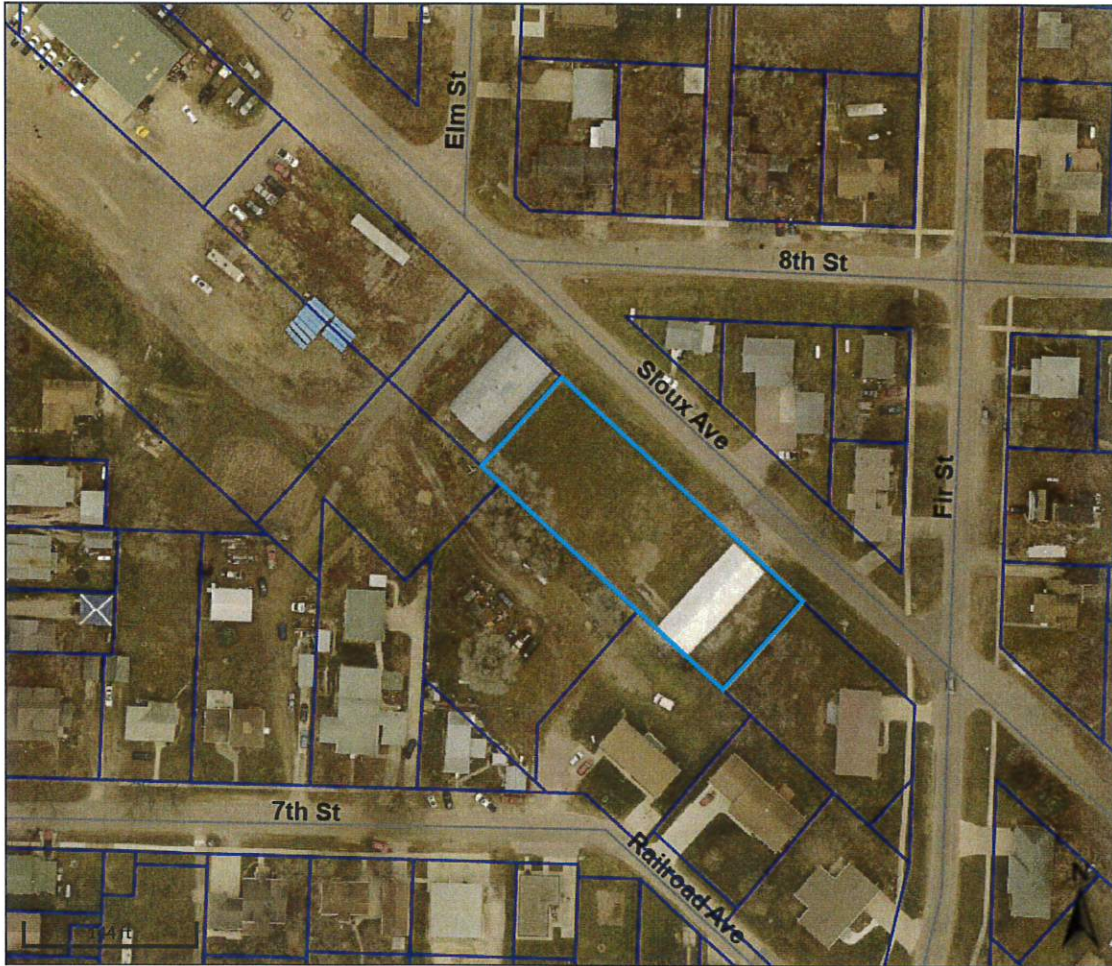
Motion to direct the county engineer to work with the city to survey, plat, and allow the city to purchase the property for the construction of a city park.

**From:** [cvillejog@gmail.com](mailto:cvillejog@gmail.com) <[cvillejog@gmail.com](mailto:cvillejog@gmail.com)>  
**Sent:** Friday, December 08, 2023 1:40 PM  
**To:** 'Mark Nahra' <[mnahra@woodburycountyiowa.gov](mailto:mnahra@woodburycountyiowa.gov)>  
**Subject:** RE: April w/City of Correctionville

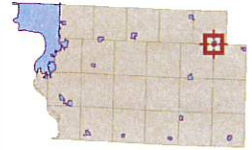
Thanks for calling and talking to me. The City of Correctionville would like to purchase the lot for \$15,000.00 and have it surveyed to split the parcel. This is located at 600 Sioux Ave. It is our understanding that the county would still like about 25 ft on the North side of the building. With that being said, I will move forward with getting it surveyed and contact you when that takes place so you can meet with the surveyor.

April Putzier, CMC  
City of Correctionville, Pop. 766  
312 Driftwood Street  
PO Box 46  
712-372-4791, phone  
712-372-4489, fax





Overview



Legend

- Roads
-  Corp Boundaries
-  Townships
-  Parcels

Parcel ID	894234476013	Alternate ID	598110	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	C		620 DOUGLAS ST
Property Address	600 SIOUX AVE	Acreeage	n/a		SIOUX CITY, IA 51101
	CORRECTIONVILLE				
District	0061				
Brief Tax Description	RR ADDN SELY1/2 LOTS 13-19 BLK18				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 2/5/2024  
 Last Data Uploaded: 2/3/2024 12:04:15 AM

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 GEOSPATIAL

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

Date: 2/6/2024

Weekly Agenda Date: 2/13/2024

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervisors J. Taylor/D. Bittinger

**WORDING FOR AGENDA ITEM:**

Motion to Approve Utilization of \$300,000 from Gaming Revenues in Order to Achieve Flat Tax Rates in the County-Wide and Rural Levies and Information Regarding Intent to Use ARPA Funds if Not Utilized for the New LEC Over 2 FYs Upon Opening of New LEC

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

For the last 8 years, the Board of Supervisors has committed to a flat tax rate, which is achievable again this year. For the last several weeks, we have collectively rolled up our sleeves and made cuts, aligned revenue to expenses, eliminated "reserves within reserves," sought creative funding sources, and asked the hard questions taxpayers expect us to ask. After the recommendations of our Budget Analyst, we are within \$278,278 on the county-wide levy, and \$2,697 on the rural basic levy. Toward this end, we ask our fellow supervisors to approve \$300,000 which will cover this \$280,975 gap plus allow room to entertain an anticipated Veteran Affairs improvement request.

Gaming revenue is projected to be at \$1,118,391 in FY 25 (\$542,099 projected plus \$476,292 constituting the current balance plus what is anticipated). While we originally thought to take as much as \$600,000 in gaming revenues (plus perhaps \$250,000 for a new courthouse foundation fund), this item takes a step back realizing some of our budget analyst's caution on planning for two years and beyond. We are open to seeking funds other than gaming for the \$250,000 Courthouse Longterm Capital Improvement Project Fund from within our budgets for the first-year start-up while asking today for \$300,000, roughly 27% of available gaming revenue. This allows the BOS in planning for FY 26 to be able to utilize these funds again in addition to having funds for a possible FY 26 CLCIP Fund installment.

**BACKGROUND:**

Additionally--and this is for information only--\$470,000 in ARPA money remains. It strikes us prudent to hold off dedicating these funds for further relief until the LEC is open.

While the new LEC has at its disposal \$1.4 million (including an unforeseen \$250,000 we originally believed would be dedicated to the alternate of a Maintenance Shed), the project must be seen through to fruition. Any funds not dedicated will revert to the county. If in the short-term, there is any discretionary need, this remains the only non-tax dollars available can dedicate. Rest assured, on behalf of taxpayers we know that any non-dedicated funds that have heretofore been transferred will be owed back and that responsible parties who are subject to liability for delays will, one way or another, help to make taxpayers whole.

However, upon the opening of the LEC and no later, the county should dedicate these funds to one-time funds that could even further build up our reserves. ARPA funds must be obligated NLT December 31, 2024 or be lost. Our suggestion would be to take a line item such as Sheriff's vehicles and dedicate \$235,000 for FY 25 and \$235,000 for FY 26. This gives a longer-term, two-year outlook. While some may argue that this can be dealt with another time, the worrisome "out of sight, out of mind" waiting until the last day of the year can come at a cost. This strikes a fair balance in that it acknowledges the present need of the jail completion while at the same time recognizing that substantial completion triggers the release of these dollars to other one-time purposes. This second operation of the agenda item will take further action but lays forward a plan.

**FINANCIAL IMPACT:**

\$300,000 in Gaming Revenue

**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:**

Motion to Approve Utilization of \$300,000 from Gaming Revenues in Order to Achieve Flat Tax Rates in the County-Wide and Rural Levies

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to Approve Utilization of \$300,000 from Gaming Revenues in Order to Achieve Flat Tax Rates in the County-Wide and Rural Levies

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

Date: 2/4/2024

Weekly Agenda Date: 2/13/2024

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervisor J. Taylor

**WORDING FOR AGENDA ITEM:**

Motion for the Creation of a Maintenance Fund for the Historic Woodbury County Courthouse, Designation of FY 2025 Funding of \$250,000 in Gaming Revenue, Approval of Policy Language for a Fund within General Basic, and Request of \$12,000 from Courthouse Foundation Fund

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

This item is a follow-up from a good robust discussion on 1-23-24 that I promised to bring back at a future date. The Woodbury County Courthouse is one of the finest buildings in the State of Iowa. During 2018, we had a wonderful centennial that among other things brought in speakers from Chicago, commissioned works of art in commemoration, and highlighted a building valued between \$90-\$120 million. Given the rarity of the William Steele design, the tributes to military service and life as we once were 100 years ago, the building is simply priceless. This item contemplates dedicating money so as to preserve the building in such a way as to practically preserve it for the next one hundred years.

**BACKGROUND:**

The Law Enforcement Center has a Maintenance Fund of up to \$8 million for a building presently valued at \$70 million. While this would grow at a slower rate (\$250,000 instead of \$400,000 annually, about 62.5%), this fund would be into perpetuity given the longevity of the building whereas the LEC Maintenance Fund has a 20-year shelf-life.)

We are at a present position in FY 25 where we will do what some said would be impossible: keep a flat tax rate in general basic (county-wide tax) and lower the tax rate in rural basic (outside cities) while meeting a very healthy reserve level between 23-25%. This allows us to still save for the future so that we are not limited by \$1.2m, \$1.5m, or whatever bond limitation Iowa Code limits us to in the future should major repairs need to take place for the building.

From our discussion on 1-23-24, I believe each member of the BOS, County Treasurer Tina Bertrand, and Budget Analyst Dennis Butler all gave very valuable insight. With that input in mind, I hope we can take action to approve the following tonight:

+The first year expenditure of \$250,000 would begin "The Courthouse Long-Term Capital Improvement Project Fund" as a separate fund but housed under General Basic bearing interest.

+The fund would be guided by policy, published annually for transparency and fiduciary accountability purposes as part of the annual budget review process to be examined publicly during budget hearings.

+ Policy language shall be included as to the purposes of funds:

Purpose: Funds shall be used for long-term capital improvement projects that preserve the life, structure, efficiency, building envelope, functionality, artistic integrity, and conformity to the remarkable historicity of the National Landmark building guided by the Building Services Director and Historic Preservation Society. (continued below...)

**FINANCIAL IMPACT:**

(\$250,000 Gaming Revenue)

Prohibited Uses: The fund shall not be used for general operations, repairs or maintenance under \$15,000 dollars, and only shall be for expenses approved by a majority of the Board of Supervisors. Funds shall not be transferred, de-obligated, used for other building purposes such as the funding of operations or to add new or part-time employees. (cont. below...)

Funding Sources: There are three primary sources of funds:

- 1) Direct appropriation from the Board of Supervisors. It is the intent of the Board of Supervisors to be efficient with taxpayer dollars, keep fiscally responsible reserve levels, and keep debt with commensurate interest payments low. While recognizing that a future board is not legally bound by guiding policy, dedicating \$250,000 annually (approximately 50% of non-tax gaming revenues as of the date of initial establishment for FY 2025), shows a commitment to taxpayers to invest long-term in the sustainability of the County Courthouse and is hereby encouraged at a similar or increased level in future years. Annually each year the Board of Supervisors shall set a level of funding for the upcoming fiscal year.
- 2) Funds that are dedicated to Courthouse repairs and maintenance and which in any year are not expended shall be dedicated to the CLTCIP Fund rather than reverting to General Basic reserves.
- 3) Donations from the general public (heretofore made to the Courthouse Foundation Fund) can be deposited and tax-deductible. Subsequently, it is the intent of the Board of Supervisors to request transfer of \$12,000 (the remaining balance) from the Courthouse Foundation Fund

**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 creation of the Courthouse Long-Term Capital Improvement Project Fund, a division of General Basic with certain policy provisions as laid out in the backup materials.

Approve \$250,000 from gaming revenue for FY 2025.

Request \$12,000 from the Courthouse Foundation be transferred into the newly created fund.

**ACTION REQUIRED / PROPOSED MOTION:**

Approve the creation of the Courthouse Long-Term Capital Improvement Project Fund, a division of General Basic with certain policy provisions as laid out in the backup materials.

Approve \$250,000 from gaming revenue for FY 2025.

Request \$12,000 from the Courthouse Foundation be transferred into the newly created fund.

**Tally List of Changes for FY 25**  
**Woodbury County**

To balance out the negative starting numbers the County will need new revenues, reduction in expenditures, other available funding options or cash reserves.

	<u>General Basic</u>	<u>General Supplemental</u>	<u>Rural Basic</u>	<u>Debt Service</u>
January 1, 2024 Starting Shortfall	(1,035,373)	(1,799,674)	57,709	(1,177,777)
January 2, 2024 Board Actions:				
General Relief Assistance	1,500			
County Library			93,608	
Veteran Affairs:				
Administration	15,600			
Assistance to Veterans	7,200			
Total Changes January 2, 2024	24,300	-	93,608	-
Running Total to Date	(1,011,073)	(1,799,674)	151,317	(1,177,777)
January 9, 2024 Board Actions:				
County Attorney - Administration	15,468			
County Treasurer - Motor Vehicle	973			
Board of Supervisors use of Unspent Budget in new LEC Facility	900,000			
Total Changes January 9, 2024	916,441	-	-	-
Running Total to Date	(94,632)	(1,799,674)	151,317	(1,177,777)

January 16, 2024 Board Actions:

County Treasurer - Tax Department

Use of Additional Interest Received FY 24 (700,000)

Increase Interest Line Item FY 25 ( 300,000)

Transfer From General Basic to General

Supplemental to Reduce Tax Burden to Taxpayers

Total Changes January 16, 2024

		1,000,000		
	-	1,000,000	-	-

Running Total to Date

(94,632)	(799,674)	151,317	(1,177,777)
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January 23, 2024 Board Actions:

Building Services:

4,342

Courthouse - Payroll Corrections

New LEC Facility

25,000

County Sheriff

Correctional Facility - Payroll Corrections

(29,185)

Administration - Payroll Corrections

(14,750)

Courthouse Security - Payroll Corrections

(4,074)

New LEC Security

28,654

Board of Supervisors:

Communication

936

Board of Supervisors Expense

2,000

Transfer of \$200,000 from General Basic to General

Supplemental resulting from unbudgeted revenues

federal prisoner for FY 24.

200,000

Supplemental to Reduce Tax Burden to Taxpayers

Total Changes January 23, 2023

(11,657)	224,580	-	-
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Running Total to Date

(106,289)	(575,094)	151,317	(1,177,777)
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January 30, 2024 Board Actions:

Emergency Services:

Emergency Services

6,395

Emergency Management:

Emergency Management

(62,492)

Building Services:

New LEC Facility

105,000

Total Changes January 30, 2023

105,000

(56,097)

-

-

Running Total to Date

(1,289)

(631,191)

151,317

(1,177,777)

February 6, 2024 Add CIP Loan - Dennis

(194,533)

	<u>General Basic</u>	<u>General Supplemental</u>	<u>Rural Basic</u>	<u>Debt Service</u>
<b>Running Total to Date</b>	<b>(1,289)</b>	<b>(631,191)</b>	<b>151,317</b>	<b>(1,372,310)</b>