



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (JULY 30) (WEEK 31 OF 2024)

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Daniel A. Bittinger II
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Mark E. Nelson
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Keith W. Radig
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Jeremy J. Taylor
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Matthew A. Ung
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held July 30, 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.

AGENDA

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

1. Approval of the agenda Action

Consent Agenda

Items 2 through 6 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.

2. Approval of the minutes of the July 16, 2024 meeting
3. Approval of claims
4. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process
 - c. Authorize the Chairman to sign professional services agreement with Teunis (Tom) De Bondt, Medical Examiner Investigator
5. County Auditor – Patrick Gill
 - a. Receive Auditor's Quarterly Report

6. Secondary Roads – Mark Nahra
 - a. Approval of permit to work in the county right of way for Mitch Parker

End Consent Agenda

7. Board of Supervisors – Jeremy Taylor
Approval of resolution thanking and honoring Andrew Pearson for his contributions to Woodbury County and this community Action
8. Emergency Services Director – Drew Baier
Approval to eliminate one part time paramedic and add one full time paramedic position Action
9. Secondary Roads – Mark Nahra
 - a. Award the quotation for concrete patching to Concrete Plus for \$29,700 Action
 - b. Approve the contract for overburden removal at the Little Sioux pit with Bedrock for \$108,000 Action
10. Reports on Committee Meetings Information
11. Citizen Concerns Information
12. Board Concerns Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- MON., AUG 5** **6:00 p.m.** Board of Adjustment meeting, Courthouse Basement Boardroom
- WED., AUG 7** **11:00 a.m.** Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
- 1:00 p.m.** Loess Hills Alliance Executive Meeting
- 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., AUG 8** **4:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., AUG 14** **7:30 a.m.** SIMPCO Executive-Finance Committee Meeting, 6401 Gordan Dr.
- 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., AUG 15** **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., AUG 16** **12:00 p.m.** Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
- WED., AUG 21** **12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., AUG 29** **1:30 p.m.** SIMPCO Community and Economic Development Meeting, 6401 Gordan Dr.
- MON., SEP 2** **6:00 p.m.** Board of Adjustment Meeting, Courthouse Basement Boardroom
- WED., SEP 4** **10:00 a.m.** Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
- 11:00 a.m.** Loess Hills Alliance Executive Meeting
- 1:00 p.m.** Loess Hills Alliance Full Board Meeting
- 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., SEP 5** **12:00p.m.** SIMPCO Regional Policy & Legislative Affairs Committee Meeting, 6401 Gordan Dr.

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.

JULY 16, 2024, TWENTY-NINETH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, July 16, 2024, at 4:30 p.m. Board members present were Ung (by phone), Nelson, Radig, and Bittinger II; Taylor was absent. Staff members present were Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, and Patrick Gill, Auditor/Clerk to the Board.

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

1. Motion by Nelson second by Radig to approve the agenda for July 16, 2024. Carried 4-0. Copy filed.

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

2. To approve minutes of the July 9, 2024, meeting. Copy filed.
3. To approve the claims totaling \$1,410,041.73. Copy filed.
4. To receive for signatures a Resolution Thanking and Commending Valerie Ping for her years of service with Woodbury County.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,783
A RESOLUTION THANKING AND COMMENDING
VALERIE PING
FOR HER SERVICE TO WOODBURY COUNTY**

WHEREAS, Valerie Ping has capably served Woodbury County as an employee of the County Treasurer's office for 23 years from March 28, 2001 to July 19, 2024.

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

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

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

BE IT SO RESOLVED this 16th day of July 2024.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 5a. To approve the reclassification of John Bainbridge, Motor Grader Equipment Operator, Secondary Roads Dept., effective 7-8-2024, \$29.38/hour, 1%=\$0.30/hr. Per CWA: from Step 4 to Step 5. Anniversary date: 7/21/24.; and the separation of Rose MacClure, Assistant County Attorney, County Attorney Dept., effective 7-19-2024. Resignation. Copy filed.
- 5b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Assistant County Attorney, County Attorney Dept. AFSCME Attorney: \$75,270.00/Year. Copy filed.
6. To receive the Treasurer's semiannual report for the period ending June 30, 2024. Copy filed.

Carried 4-0.

7. Motion by Radig second by Nelson to approve the contract with Sioux City Community Schools to provide daily meals to Juvenile Detention. Carried 4-0. Copy filed.

- 8a. Motion by Radig second by Nelson to approve the certificate of completion for project L-B(E66)—73-97 with Dixon Construction. Carried 4-0. Copy filed.
- 8b. Motion by Nelson second by Radig to award the bid for project L-B(J178)—73-97 to Graves Construction for \$606,737.87. Carried 4-0. Copy filed.
- 8c. A public hearing was held at 4:40 p.m. for the sale of parcels along Sioux Avenue in Correctionville. The Chairperson called on anyone wishing to be heard.

Motion by Radig second by Nelson to close the public hearing. Carried 4-0.

Motion by Radig second by Nelson to approve and authorize the Chairperson to sign a Resolution for the sale of parcels along Sioux Avenue in Correctionville to for \$15,000.00 plus recording costs. Carried 4-0.

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA
RESOLUTION #13,784**

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

By City of Correctionville in the sum of **Fifteen Thousand and 0/100 (\$15,000.00)** dollars.

For the following described real estate, To Wit:

THE SOUTHEASTERLY 1/2 OF LOT 13, ALL OF LOTS 14, 15, 16, AND THE NORTHWESTERLY 2.0 FEET OF LOT 17, BLOCK 18, THE RAILROAD ADDITION TO CORRECTIONVILLE. SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS, RESTRICTIONS AND COVENANTS.

Now and included in and forming a part of the City of Correctionville, Iowa, the same is hereby accepted: said amount being the agreed price for said Real Estate.

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

SO DATED this 16th Day of July, 2024.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 9. Reports on Committee meetings were heard.
- 10. There were no citizen concerns.
- 11. Board concerns were heard.

The Board adjourned the regular meeting until July 30, 2024.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: July 30th, 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
Holst, Steven	Secondary Roads	7-31-2024	Equipment Operator (Hornick)	\$27.04/hour		A	Job Vacancy Posted on 5/6/2024. Entry Level Salary: \$27.04/hour
Kern, Anna	Treasurer	8-1-2024	Clerk II	\$19.24/hour		A	Job Vacancy Posted on 5/29/2024. Entry Level Salary: \$19.24/hour
Kilbride, Tayea	Juvenile Detention	8-5-2024	Youth Worker	\$27.74/hour	17%=\$4.02/hr	R	Per AFSCME Juvenile: From Step 3 to Step 4. Anniversary Date: 8/5/2024.
Larson, Bradley	Secondary Roads	8-5-2024	Equipment Operator	\$28.18/hour	1%=\$0.30/hr	R	Per CWA SR: From Step 1 to Step 2. Anniversary Date: 8/10/2024
Chapple, Brandon	Sheriff's Office	8-5-2024	Civilian Jailer	\$29.78/hour	11%=\$2.92/hr	R	Per CWA Civilian: From 1 st Class to Senior. Anniversary Date: 8/12/2024.
Lucero, Carlos	Sheriff's Office	7-19-2024	Civilian Jailer	\$33.24/hour	- 11%=\$3.52/hr	T	Position Transfer from Sergeant to Master.
Weaver, Charli	Treasurer	8-5-2024	% Deputy	\$94,858.54/year	6%=\$5,579.92/yr	R	Increase from 80% to 85% Deputy.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: _____

HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA

DATE: July 30th, 2024

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Treasurer	% Deputy Bookkeeper	Salary: \$66,958.79		

Chairman, Board of Supervisors

Teunis (Tom) G. De Bondt

OBJECTIVE: Seeking a position with Woodbury County Medical Examiner as an investigator

WORK EXPERIENCE:

- 2019-Present **Task Force Leader**
-IA-TF1 US&R Sioux City Division
- 2016- Present **Fire Captain**
-Sioux City Fire Rescue
- 2015- 2016 **Fire Service Instructor**
- WITCC Sioux City
- 2010-2015 **EMS Instructor**
-WITCC Sioux City
- 2010-2019 **Assistant Task Force Leader**
-IA-TF1 US&R Sioux City Division
- 2007-2016 **Fire Lieutenant**
- Sioux City Fire Rescue
- 2006-2016 **EMT/Paramedic field staff**
-Siouxland Paramedics, Sioux City, Ia.
- 2004-2010 **Rescue Specialist**
-Member of IA-TF 1 US&R Sioux City Division
- 1998-2007 **Firefighter/EMT**
-Sioux City Fire Department
- 1996-2003 **Carpenter/Crew Foreman**
-Wielenga Construction, Maurice, Ia
- 1994-1999 **Firefighter**
-Sioux Center Fire Department, Sioux Center, Ia.
- 1990-1995 **Avionics Technician/Avionics Inspector/Trainer**
-United States Marine Corps MCAS Tustin, Ca.
-Served as shop Non-Commissioned Officer in charge of a work shift.

- Served as repair technician for all electrical equipment on CH-53E helicopter.
- Qualified to inspect other technician's work on aircraft avionics.
- Received awards for Good Conduct, proficiency and performance

Des Moines Area Community College

Certifies that

Tom Debondt

Is awarded the Certificate of Completion for the:

Midwest Death Investigation Course

Contact Hours: 20.25

June 3-5, 2024



DMACC

**CONTINUING
EDUCATION**

Please retain original copy for your files.

**WOODBURY COUNTY, IOWA MEDICAL EXAMINER INVESTIGATOR
PROFESSIONAL SERVICES AGREEMENT
(Independent Contractor)**

This Woodbury County, Iowa Medical Examiner Investigator Professional Services Agreement (“Agreement”) is entered into this 30th day of July 2024 (“Effective Date”) by and between Teunis (Tom) De Bondt (“Contractor”) and Woodbury County, Iowa (“County”).

RECITALS

WHEREAS, pursuant to Iowa Code § 331.901-331.900 and Iowa Administrative Code 641-127.7, County and the Woodbury County Medical Examiner (“Medical Examiner”) may appoint one or more county medical examiner investigators (“CME-I”) upon approval of the Board of Supervisors and the Iowa State Medical Examiner;

WHEREAS, County desires to retain the professional services of Contractor under this Agreement to perform the duties as a CME-I as more fully set forth herein;

WHEREAS, Contractor desires to provide professional services to the County in performing duties as a CME-I as more fully set forth herein.

WHEREAS, The medical examiner has recommended this contractor to provide professional services to the County.

NOW, THEREFORE, the parties agree as follows:

1. **SERVICES.** Contractor shall provide the following services to County on an as needed, independent contractor basis:
 - a. Assist the county medical examiner in performing death investigations.
 - b. Upon completion of a death investigation, and under the supervision of the county medical examiner, sign Form ME-1.

Services shall be provided on an as needed basis.

2. **QUALIFICATIONS.** Contractor must continuously meet each of the following qualifications.
 - a. **Licenses.** Hold a current, unrestricted license as a nurse or other medical provider in the State of Iowa.
 - b. **Experience.** Have at least two years of experience practicing as a licensed or certified nurse or other medical provider prior to the Effective Date of this Agreement.
 - c. **Education and Certification.** Prior to or within two years after the Effective Date of this Agreement, attend the St. Louis University School of Medicine Basic Medicolegal Death Investigation Course or its state medical

examiner-approved equivalent; and prior to or within five years after the Effective Date of this Agreement, obtain certification at the registry level as a death investigator by the American Board of Medicolegal Death Investigators.

- d. **Health.** Subject to short-term illness or disability, be physically, mentally, and emotionally fit to perform the services required by this Agreement.

3. **GENERAL CONDITIONS.** The following general conditions govern performance under this Agreement:

- a. **Death Investigation Policies.** All services shall be performed in a manner consistent with the protocol outlined in the most current edition of the *County Medical Examiner's Handbook* (available from the Iowa State Medical Examiner) and any policies or protocols for death investigation of the County and/or Medical Examiner.
- b. **Legal Compliance.** Contractor shall perform all services in compliance with all federal, state, and local law and rules and regulations as espoused by the State of Iowa Medical Examiner. All services shall be performed without regard to national origin, religion, race, color, sex, gender identity, sexual orientation, age, or disability.
- c. **Records.** All records are the property of the County. Contractor shall maintain such records in accordance with County policies and complete all records and reports in a timely fashion. Contractor shall maintain the confidentiality of all medical records and confidential information concerning death investigations.
- d. **Current Knowledge.** Contractor shall maintain and demonstrate current working knowledge in all aspects of death investigations relevant to Contractor's responsibilities under this Agreement. This shall include requiring attendance at programs of continuing education, as needed.
- e. **Outside Activities.** It is expressly acknowledged that Contractor may engage in other medical practice outside of the services provided under this Agreement.
- f. **Independent Professional Judgment.** Contractor shall use his/her best professional judgment in performing the services. County shall neither have nor exercise, nor attempt to exercise, any control over the professional judgment and decision-making of Contractor.
- g. **Public Entity Requirements.** Irrespective of the independent contractor status of Contractor, as an appointed CME-I of the County, Contractor shall be subject to the County's Code of Ethics.

- h. **Supervision.** As required by Iowa Administrative Code 641-127.7(4), Contractor shall be under the supervision of the Medical Examiner and provide services under the direction of the Medical Examiner or Iowa State Medical Examiner's office.
 - i. **Equipment and PPE.** Contractor shall provide and be responsible for his or her own equipment and personal protective equipment unless otherwise provided herein. County may provide equipment and personal protective equipment mutually agreed upon in writing and subject to review and inventory audits by the County.
- 4. **INSURANCE AND IMMUNITY.** While performing the services as a CME-I under this Agreement, Contractor shall be covered by the County's professional liability coverage. In performing all services, Contractor shall be an "officer" as defined by Iowa Code Chapter 670 and be eligible for immunity under the municipal tort claims act to the fullest extent allowed by law.
- 5. **FEE FOR SERVICES.** For all services provided under this Agreement, County shall pay Contractor three hundred dollars (\$300.00) per death investigation. In addition, County shall pay Contractor on call reimbursement at the rate of \$2.00 per hour not to exceed \$48.00 per day.
- 6. **TERM AND TERMINATION.** The initial term of this Agreement shall be for one (1) year beginning on July 30, 2024 (the "Initial Term"). This Agreement shall automatically renew for successive periods of one (1) year each (each a "Renewal Term"), unless either Party gives the other party notice of termination ninety (90) days' prior to the anniversary date. Notwithstanding the stated term and renewals thereof, this Agreement may be terminated as follows:
 - a. **Without Cause.** Without cause and without penalty, by either party upon giving the other party not less than ninety (90) days' prior notice of termination in writing, specifying the effective date of termination.
 - b. **For Cause.** For cause by either party upon giving the other party not less than thirty (30) days' prior notice of termination in writing specifying the alleged breach or default and the date on which termination will be effective, provided that in the event of termination for cause under this subparagraph, the party receiving notice shall have the notice period in which to correct or cure the alleged breach or default to the reasonable satisfaction of the party giving notice. Cause under this subparagraph consists of a material breach or default by the party receiving notice in the performance or under the terms and conditions of this Agreement.
 - c. **For Cause.** For cause by County immediately upon written notice to Contractor in the event Contractor fails or ceases to meet the qualifications set forth in Section 2 of this Agreement. It is the responsibility of Contractor to immediately notify the Medical Examiner if Contractor ceases or fails to meet the qualifications of Section 2.

- d. **Regulatory Changes.** By either party following reasonable (determined with regard to minimizing or eliminating the risk) written notice to the other party based upon an opinion from such party's legal counsel that existing or changed law, regulations, interpretations, or case law applied to this transaction created an unreasonable risk of sanction, prosecution, or assessment to the party giving notice.
 - e. **Early Termination.** In the event this Agreement is terminated without cause during the Initial Term, the parties may not enter into an agreement for the same or similar services during the remainder of the Initial Term.
7. **INDEPENDENT CONTRACTOR.** Contractor will perform Contractor's responsibilities under this Agreement as an independent contractor and not as an employee of County. County shall neither have nor exercise any control over the professional medical judgment in the performance of services under this Agreement. Contractor shall, however, provide all services in a competent and professional manner. Contractor shall not represent himself/herself as an employee of County in the performance of his/her professional responsibilities; rather, Contractor shall be represented as an independent appointed CME-I. Contractor shall be solely responsible for withholding, reporting, and paying any Social Security, income or other taxes due on account of payments under this Agreement, except County will, to the extent of payments in excess of Six Hundred Dollars (\$600.00) in any calendar year, file and furnish Contractor with a copy of IRS Form 1099 reporting such payments.
8. **CONFIDENTIALITY.** Contractor shall maintain the confidentiality of death investigation information obtained during the performance of services under this Agreement and shall comply with all applicable laws including, without limitation, the Health Insurance Portability and Accountability Act to the extent applicable to Contractor and/or the County.
12. **NOTICES.** Any notice required to be given by this Agreement shall be sufficient if in writing and if personally delivered to the addressee or, if mailed, by United States mail, certified or registered mailed with return receipt requested, postage prepaid, to County:

Woodbury County, Iowa
620 Douglas St. Rm 701
Sioux City, IA 51101

Attn : Melissa Thomas, HR Director

And to Contractor:

Teunis (Tom) G. De Bondt

13. **MISCELLANEOUS.** The following additional conditions apply to this Agreement:

- a. **Severability.** In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.
- b. **Assignment.** This is a personal services arrangement wherein Contractor has been specifically retained for performance of the professional services based on Contractor's individual qualifications and experience. Therefore, this Agreement may not be assigned or transferred by Contractor.
- c. **Waiver.** The failure of either party to insist in any one or more instance upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.
- d. **Recitals.** The recitals are intended to describe the intent of the parties and the circumstances under which this Agreement is executed and shall be considered in the interpretation of this Agreement.
- e. **Amendment.** This Agreement may be amended only by written agreement of the parties.
- f. **Counterparts.** This Agreement may be executed in more than one counterpart and each counterpart shall be considered an original.
- g. **Applicable Law.** This Agreement shall be interpreted according to the law of the State of Iowa, without regard to choice of law principles.
- h. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior written and oral statements and understandings with regard to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dated set opposite their respective names.

Teunis (Tom) G. De Bondt

Woodbury County, Iowa

By: _____
Matthew Ung, Chairman of the Board of Supervisors

Date: _____

Date: _____

**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

AUDITOR'S QUARTERLY REPORT

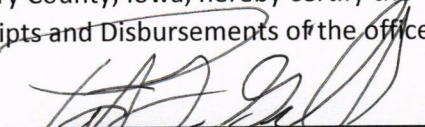
April 1, 2024/ June 30, 2024

Patrick F. Gill, Woodbury County Auditor/Recorder

Payroll Taxes

Beginning Cash Balance	April 1, 2024		
Payroll Taxes		339,666.35	
Other		(1,739.44)	
Total Beginning Balance			337,926.91
Receipts:			
Payroll Taxes		2,292,347.90	
Interest		1,866.97	
Other		-	
Total Receipts			2,294,214.87
Total Resources			2,632,141.78
Disbursements:			
Payroll Taxes		1,824,957.30	
Interest Paid to Treasurer		1,621.27	
Other		-	
Total Disbursements			1,826,578.57
Ending Cash Balance	June 30, 2024		
Payroll Taxes		807,056.95	
Other		(1,493.74)	
Total Ending Balance			805,563.21

I, Patrick F. Gill, County Auditor/Recorder of Woodbury County, Iowa, hereby certify the above to be a true and correct statement of the Receipts and Disbursements of the office of County Auditor for the 4th Quarter ending 06/30/24.


Patrick F. Gill, County Auditor/Recorder

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

Date: 07/25/2024 Weekly Agenda Date: 07/30/2024

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

WORDING FOR AGENDA ITEM:

Consideration of permit to work in the county right of way for the 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 three county ditches to handle field drainage along Charles Ave, Moville Blacktop, and 280th St.

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?

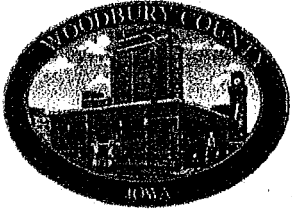
Yes ☐ No ☐

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

COUNTY ENGINEER

Mark J. Nahra, P.E.

mnahra@woodburycountyiowa.gov

ASSISTANT TO THE COUNTY ENGINEER

Benjamin T. Kusler, E.I.T.

bkusler@woodburycountyiowa.gov

SECRETARY

Tish Brice

tbrice@woodburycountyiowa.gov

WOODBURY COUNTY SECONDARY ROAD DEPARTMENT

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

Name of Permittee: Mitch Parker / Pestic Kerr Phone No.: 712-820-0298

Mailing Address: 915 Clairmont Circle, Syst. Bluff, IA 51054

Township: Sloan Section: 4

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 south ditch at 280th St. from field ditch then east approx. 3/4 mile to Eastland 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:

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

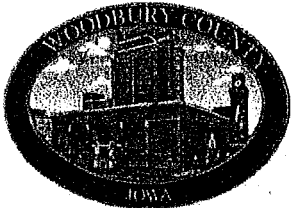
M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 30th day of November, 2024

Entered into this 10th day of June, 2024

Mitchell Parker
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

COUNTY ENGINEER

Mark J. Nagra, P.E.

mnagra@woodburycountyia.gov

ASSISTANT TO THE COUNTY ENGINEER

Benjamin T. Kusler, E.I.T.

bkusler@woodburycountyia.gov

SECRETARY

Tish Brice

tbrice@woodburycountyia.gov

WOODBURY COUNTY SECONDARY ROAD DEPARTMENT

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

Name of Permittee: Mitch Parker / Dennis Gallagher Phone No.: 712-870-0298

Mailing Address: 915 Clairmont Circle, Spt. Bluff IA 51054

Township: Willow Section: 17

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:

Improve drainage in Merville Blacktop west ditch from 300th St. South
to cross road culverts.

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.

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

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

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

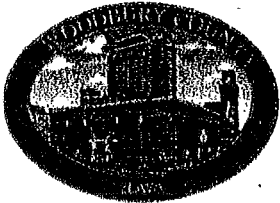
M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 30th day of November, 2022.

Entered into this 10th day of June, 2022.

Mitchell Parker
Signature of Property Owner or Authorized Representative

Mark J. Mahan
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

COUNTY ENGINEER
Mark J. Nahra, P.E.
mnahra@woodburycountylowa.gov

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

SECRETARY
Tish Brice
tbrice@woodburycountylowa.gov

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

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

Mailing Address: 915 Clairmont Circle, Sgt. Bluff, IA 51054

Township: Grange Section: 31

Woodbury County, State of Iowa, and Mitch Parker for Tony Harpenau (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 west ditch on Charles Ave from 280th St. north to intercept field ditch approx. 2200' north of intersection.

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.

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

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

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

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

Entered into this 10th day of June, 2024

Mitchell Parcker
Signature of Property Owner or Authorized Representative

Mark J. Mahan
Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

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

Date: 7/25/2024

Weekly Agenda Date: 7/30/2024

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

WORDING FOR AGENDA ITEM:

Resolution Thanking and Honoring Andrew Pearson for his Contributions to Woodbury County and this Community

ACTION REQUIRED:

Approve Ordinance ☐

Approve Resolution ☒

Approve Motion ☐

Public Hearing ☐

Other: Informational ☐

Attachments ☐

EXECUTIVE SUMMARY:

This resolution thanks and honors Andrew Pearson for his contributions to Woodbury County and this community (see resolution below).

BACKGROUND:

Woodbury County Resolution Honoring Andrew Pearson

WHEREAS, Andrew Pearson recently retired in July of 2024 from a lifelong career of service, education, ministry, and justice in Sioux City; and

WHEREAS, Andrew overcame a childhood and diversity in which his faith and resiliency helped him overcome trial and discrimination succeeding at age 13 to be a "Boy of the Year" finalist, the only youth selected nationally from a five-state region of the Midwest; and

WHEREAS, Andrew served Woodbury County Sheriff's Office for 7 years with honor and justice as a jailer in the Woodbury County Law Enforcement Center Jail; and

WHEREAS, Andrew served as a Juvenile Court Officer helping troubled youth to overcome their own adversity with his experiences of resiliency and faith; and

WHEREAS, alongside with principals in positional leadership such as Dr. Mike Rogers, Tom McGuire, and Erica Somsy, Andrew exemplified volitional leadership for over 27 years in the Sioux City School District by counseling kids from every walk of life, engaging them in office visits, on the playground, and in the afterschool weight room and earning Staff Member of the Month in February of 2024; and

WHEREAS, Andrew is the husband to Sandra Pearson who leads the Martin Luther King, Jr. choir and the Pearsons together have been a grace through music, prayer, song, and love; and

FINANCIAL IMPACT:

WHEREAS, Andrew continues to be a dedicated husband, father, son, brother, and friend as well as a pastoral presence by being the church in the lives of those walking through difficulties who in the darkest of times are graced by the light of the Pearson family; therefore, be it further

RESOLVED, that the Woodbury County Board of Supervisors wishes Andrew Pearson, his wife Sandra, and their entire family all the best in a well-deserved retirement from service in Woodbury County, the Juvenile Court System, and from the Sioux City School District as he continues to affect the lives of so many in our community.

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

Yes ☐ No ☐

RECOMMENDATION:

Approve the resolution thanking and honoring Andrew Pearson and his family for their positive contributions to our community.

ACTION REQUIRED / PROPOSED MOTION:

Approve the resolution thanking and honoring Andrew Pearson and his family for their positive contributions to our community.

Woodbury County Resolution Honoring Andrew Pearson
Resolution #

WHEREAS, Andrew Pearson recently retired in July of 2024 from a lifelong career of service, education, ministry, and justice in Sioux City; and

WHEREAS, Andrew overcame a childhood and diversity in which his faith and resiliency helped him overcome trial and discrimination succeeding at age 13 to be a “Boy of the Year” finalist, the only youth selected nationally from a five-state region of the Midwest; and

WHEREAS, Andrew served Woodbury County Sheriff’s Office for 7 years with honor and justice as a jailer in the Woodbury County Law Enforcement Center Jail; and

WHEREAS, Andrew served as a Juvenile Court Officer helping troubled youth to overcome their own adversity with his experiences of resiliency and faith; and

WHEREAS, alongside with principals in positional leadership such as Dr. Mike Rogers, Tom McGuire, and Erica Somsy, Andrew exemplified volitional leadership for over 27 years in the Sioux City School District by counseling kids from every walk of life, engaging them in office visits, on the playground, and in the afterschool weight room and earning Staff Member of the Month in February of 2024; and

WHEREAS, Andrew is the husband to Sandra Pearson who leads the Martin Luther King, Jr. choir and the Pearsons together have been a grace through music, prayer, song, and love; and

WHEREAS, Andrew continues to be a dedicated husband, father, son, brother, and friend as well as a pastoral presence by being the church in the lives of those walking through difficulties who in the darkest of times are graced by the light of the Pearson family; therefore, be it further

RESOLVED, that the Woodbury County Board of Supervisors wishes Andrew Pearson, his wife Sandra, and their entire family all the best in a well-deserved retirement from service in Woodbury County, the Juvenile Court System, and from the Sioux City School District as he continues to affect the lives of so many in our community.

DATED this 30th day of July, 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS

Matthew A. Ung, Chairman

Daniel A. Bittinger, II, Member

Mark E. Nelson, Member

Keith W. Radig, Member

Jeremy J. Taylor, Member

Attest: Patrick F. Gill, Woodbury County Auditor

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

Date: 07/25/2024

Weekly Agenda Date: 07/30/2024

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Drew Baier, EMS Director

WORDING FOR AGENDA ITEM:

Approval to eliminate one part time paramedic and add one full time paramedic position

ACTION REQUIRED:

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Public Hearing ☐

Other: Informational ☐

Attachments ☐

EXECUTIVE SUMMARY:

Emergency Services would like to eliminate a part time paramedic and add a full time position. This would increase the hours of that position and also add benefits.

BACKGROUND:

The goal of Emergency Services is to provide 24/7 paramedic coverage for the rural community. In the past, recruitment has been difficult and budgeted positions went unfilled. Recently a opportunity has arisen to hire two full time paramedics. One of the available positions is full time and the other open position is part time, which is the reason for this request.

FINANCIAL IMPACT:

The financial impact would be \$100,142.59. Upon review of last year's fiscal budget, the part time paramedic line ended with a -89,244.24 deficit, and the full time paramedic budget ended with \$39,793.57 of unspent balance. The difference was due to the mis-categorization of the part time paramedic as a .05 FTE. This number was too low and created the negative number for FY24. Moving this position to the full time line will help correct this.

Also, during the first month of this fiscal year, overtime for the EMS department has totaled \$2,675.50. Authorizing this position will decrease this amount.

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

Yes ☐ No ☐

RECOMMENDATION:

Pass the motion.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the deauthorization of a part time paramedic and the authorization of a full time paramedic.

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

Date: 07/25/2024 Weekly Agenda Date: 07/30/2024

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

WORDING FOR AGENDA ITEM:

Consider award of quotations for driveway/parking area patching at the county engineer's office in Merville

ACTION REQUIRED:

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Public Hearing ☐

Other: Informational ☐

Attachments ☒

EXECUTIVE SUMMARY:

The county engineer requested quotes for concrete driveway patching at the main office at Merville.

BACKGROUND:

Concrete parking and walking areas near the building are deteriorating. Large chunks of concrete have broken and popped up near the building entrances, leading to potential trip hazards for employees and visiting constituents. The county contacted three contractors and received two quotations for the work.

FINANCIAL IMPACT:

The bridge replacement project is paid for with local secondary road funds.

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

Yes ☐ No ☒

RECOMMENDATION:

Recommend that the board award the quotation to Concrete Plus.

ACTION REQUIRED / PROPOSED MOTION:

Motion to the board to award the quotation for concrete patching to Concrete Plus for \$29,700.

102 So. Steuben St.
Sioux City, Iowa 51101
Ph. 712-277-0032

CONCRETE PLUS

Offering All Types Of Concrete Work,
Concrete Pumping, Grading & Excavation

"Plus"

Other Construction Services

Serving Siouxland
For Generations

Proposal

7-2-2024

Attn: Kyle Gates

Woodbury County, Engineering office pavement

Parking lot panel replacement

We are pleased to quote the two areas we viewed and discussed on-site last Friday.

Area #1 is the area in front of the office. It measures 56'6" x 19'. Area #2 is the area beside the office on the west side. It measures 54' x 20'6" with a 4' x 4'6" cut out area. Both areas are similar enough that we would do either one for **\$15,212.00** or both for **\$29,700.00**.

The quotes are to sawcut the existing concrete, break and remove it. Dowels are to be installed as discussed, into solid concrete per SUDAS standards. Concrete to be 8" in depth, subgrade is to be graded and compacted. Should additional subbase preparation be required, we are quoting an add of \$4,391.00 (per area), to remove 6" of soil and replace with 6" of compacted modified subbase.

Notes- All concrete is quoted as Iowa DOT C4- 4000 lb mix. Concrete is to be sprayed with white pigmented curing compound immediately after being light broom finished. Once an area has been opened up it will be poured back in an expeditious manner, weather permitting. Each area would be coned and taped off to separate work from the general public. This proposal is good for 7 days.

Respectfully,

Doug De Stigter P.E.

PLEASE PAY FROM THIS INVOICE

All accounts are due 30 days from date of invoice. A **FINANCE CHARGE** OF 1.5% PER MONTH, WHICH IS AN **ANNUAL PERCENTAGE RATE** of 18%, will be charged on all accounts which become past due and a 1.5% additional monthly charge for each month thereafter that the account is past due.

ESTIMATE

7/18/24

Casey Jackson Construction LLC

Casey Jackson
PO Box 307
Merville, IA 51039

712 873 3684
712 490 1207
jacksonconst78@gmail.com

ESTIMATE TO:

Woodbury County Office

Job Information;

Concrete

Description	Amount
19' x 57' x 8" 1083 sqft rebar 2' o.c. (epoxy)	\$21,661.00
<div>RECEIVED</div> <div>JUL 19 2024</div> <div>COUNTY ENGINEER WOODBURY COUNTY IOWA BY _____</div>	
Subtotal	\$21,661.00
Shipping	\$0.00
Tax	\$0.00
TOTAL	\$21,661.00

Payment due upon receipt.
Thank you Casey Jackson Const.

ESTIMATE

Casey Jackson Construction LLC

Casey Jackson
PO Box 307
Menville, IA 51039

712 873 3684
712 490 1207
jacksonconst78@gmail.com

ESTIMATE TO:

Woodbury County Office

Job Information;

Concrete

Description	Amount
20' x 57' x 8" 1140 sqft rebar 2' o.c. (epoxy)	\$22,880.00
<div>RECEIVED</div> <div>JUL 19 2024</div> <div>COUNTY ENGINEER WOODBURY COUNTY IOWA BY _____</div>	
Subtotal	\$22,880.00
Shipping	\$0.00
Tax	\$0.00
TOTAL	\$22,880.00

Payment due upon receipt.
Thank you Casey Jackson Const.

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

Date: 07/25/2024 Weekly Agenda Date: 07/30/2024

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

WORDING FOR AGENDA ITEM:

Approve contract for overburden remove and stockpile at Little Sioux Gravel Pit.

ACTION REQUIRED:

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Public Hearing ☐

Other: Informational ☐

Attachments ☐

EXECUTIVE SUMMARY:

The county engineer's office has negotiated a price for the excavation and stock piling of overburden at the Little Sioux Gravel Pit south of Correctionville.

BACKGROUND:

This project is for the production of gravel in conjunction with 10 million dollars supported by TIFF that was approved by resolution on December 17, 2019.

FINANCIAL IMPACT:

The project is paid for with a 10 million dollar county road improvement bond.

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 Bedrock Gravel.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the contract for overburden removal at the Little Sioux pit with Bedrock for \$108,000.00



WOODBURY COUNTY, IOWA CONTRACT

Kind of Work Excavation of overburden
Project No. Little Sioux Gravel Pit Overburden Excavation 2024 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Matthew Ung, Keith Radig, Daniel Bittinger II and Jeremy Taylor Contracting Authority, and Bedrock Gravel, Schleswig, IA, Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____

One Hundred Eight Thousand and 00/100

(\$108,000.00)

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

Item No.	Item	Quantity	Unit Price	Amount
----------	------	----------	------------	--------

Project: Little Sioux Gravel Pit Overburden Excavation 2024

1.	Excavate, Load and Place Overburden	60,000 CY	\$1.80	\$ 108,000.00
----	-------------------------------------	-----------	--------	---------------

TOTAL BID

\$108,000.00

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer under the date of January 5, 2023

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

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. Little Sioux Gravel Pit Overburden Excavation 2024 in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

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

Approximate Starting Date	Specified Starting Date	Completion Date	Liquidated Damages
		December 31, 2025	

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

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

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

_____ day of _____, 20_____

Approved:

By Chad Mohr
Contractor: Bedrock Gravel

By _____
Contracting Authority: Woodbury County Board Chairperson

Date 7-24-24

Date _____