



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
(AUGUST 13) (WEEK 33 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 August 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**

**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 August 6, 2024 meeting
3. Approval of claims
4. Board Administration – Karen James  
Approval of Resolution approving petition for suspension of taxes through the redemption process
5. Human Resources – Melissa Thomas
  - a. Approval of Memorandum of Personnel Transactions
  - b. Presentation of Award Certificate for four hours of paid time off to Mark Nahra
  - c. Approval of a new copier lease agreement with Access Systems

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

### End Consent Agenda

7. County Treasurer – Tina Bertrand
 

Approval to redeem remaining balance of tax certificate in the amount of \$1,885.71 for parcel #894301379006 Action
8. Human Resources – Melissa Thomas
  - a. Approval to add Business Income & Extra Expense Coverage to the new Law Enforcement Center Action
  - b. Approval of the Memorandum of Understanding addressing retention and recruitment in the County Attorney’s Office
9. Secondary Roads – Mark Nahra
  - a. Approval of contract for the L-B(J178)—73-97 bridge replacement project with Graves Construction Co. Inc. for \$606,737.87 Action
  - b. Receive bids for Propane – FY 2025 and return them to the county engineer for review and recommendation Action
  - c. Receive bids for Calcium Chloride – 2025 and return them to the county engineer for review and recommendation Action
  - d. Award bid if low quote is clearly determined by bid results Action
  - e. Award bid for precast RCB culvert to replace 12’ reinforced concrete slab located on 220<sup>th</sup> Street Action
  - f. Discuss changes to the secondary road dust control policy Information
10. Supervisor – Daniel Bittinger
  - a. Approval of funding request of \$150,000 from the Opioid Remediation Settlement Fund to Agape Community Services for the hiring of an executive director for the purpose of obtaining necessary licenses, grant resources, networking, fund-raising and creating the infrastructure for opening a substance abuse treatment center Action
  - b. Approval to using \$1,000 from Gaming Revenue to support the Sioux City Symphony Orchestra for the construction of a Musical Education Center and sign the resolution of support for the SCSO grant application Action
11. Supervisors – Mark Nelson & Daniel Bittinger
 

Approval to direct county staff to review Wind Energy Conversion Systems (WECS) Ordinance Action
12. Reports on Committee Meetings Information
13. Citizen Concerns Information
14. Board Concerns Information

## ADJOURNMENT

*Subject to Additions/Deletions*

## CALENDAR OF EVENTS

- 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.
- 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.  
                         **6:00 p.m.**    Board of Adjustment Meeting, Courthouse Basement Boardroom
- THU., SEP 5**    **12:00p.m.**    SIMPCO Regional Policy & Legislative Affairs Committee Meeting, 6401 Gordan Dr.
- WED., SEP 11**    **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., SEP 12**    **12:00 p.m.**    SIMPCO Board of Directors, 6401 Gordon Drive  
                         **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.*

## **AUGUST 06, 2024, THIRTY-SECOND MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, August 6, 2024, at 4:30 p.m. Board members present were Ung, Nelson, Radig, Bittinger II, and Taylor. Staff members present were Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, and Michelle Skaff, Deputy 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 Ung second by Bittinger to approve the agenda for August 6, 2024. Carried 5-0. Copy filed.  
Motion by Ung second by Nelson to approve the following items by consent:
  2. To approve minutes of the July 30, 2024, meeting. Copy filed.
  3. To approve the claims totaling \$950,983.62. Copy filed.
  - 4a. To approve the underground utility permit for Western Iowa Telephone. Copy filed.
  - 4b. To approve the underground utility permit for Long Lines except for the portion of the request involving the placement of fiber on 235<sup>th</sup> Street, Barker Avenue, Banner Avenue in the vicinity of the new interchange project. Copy filed.
  5. To approve an application for a 5-day Class C Retail Alcohol License, with Outdoor Service Sales privileges, for Woodbury County Fair, effective 09/12/24 through 09/16/24. Copy filed.
  - 6a. To approve the reclassification of Mark Perez, Courthouse Safety & Security Officer, Sheriff's Office, effective 8-19-2024, \$22.30/hour, 5%=\$1.16/hr. Per AFSCME: From Step 3 to Step 4. Anniversary Date 8/24/2024.; the reclassification of Randi Uhl, Clerk II, Treasurer-MV, effective 8-19-2024, \$24.67/hour, 11%=\$2.37/hr. Per AFSCME: From Step 4 to Step5. Anniversary Date: 8/26/2024.; the reclassification of Blake Hinrickson, Motor Grader Operator, Secondary Roads, effective 8-19-2024, \$28.48/hour, 1%=\$0.30/hr. Per CWA: From Step 1 to Step 2. Anniversary Date: 8/31/2024.; the separation of Mackenzie Vanroekel, Temporary Engineering Aide, Secondary Roads, effective 8-9-2024, End of Temp Work.; the separation of Kurtus Palsma, Temporary Engineering Aide, Secondary Roads, effective 8-16-2024, End of Temp Work.; the transfer of Gerald Kelley, Paramedic, Emergency Services, effective 8-5-2024, \$26.84/hr, 0%, Transfer From Part Time to Full Time.; the separation of Justin Punke, Operations Officer, Emergency Services, effective 7-30-2024, Resignation.
  - 6b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Emergency Services, PT Operations Officer, \$23.90/hour. Copy filed.
  - 6c. To approve the annual Health and Wellness Fair. Copy filed.
  - 6d. To approve providing flu shots for Woodbury County employees. Copy filed.
  - 6e. To approve the employee wellness screenings and quarterly health coaching. Copy filed.
  - 6f. To approve EFR as Woodbury County's EAP provider. Copy filed.
7. To approve to postpone the public Salix Drainage District hearing slated for August 20 2024 to December 2 2024. Copy filed.  
Carried 5-0.
- 8a. Motion by Radig second by Bittinger to receive the final report and the Zoning Commission's recommendation from their 7/22/24 meeting to approve the final plat of Sandport Addition, a minor subdivision to Woodbury County, Iowa. Carried 5-0. Copy filed.



- 8b. Motion by Radig second by Ung to approve and authorize the Chairperson to sign a Resolution accepting Sandport Addition, a minor subdivision to Woodbury County, Iowa. Carried 5-0.

BOARD OF SUPERVISORS  
RESOLUTION #13,786  
ACCEPTING AND APPROVING SANDPORT ADDITION  
A MINOR SUBDIVISION  
WOODBURY COUNTY, IOWA

Whereas, the Planning and Zoning Commission and the Woodbury County Board of Supervisors have reviewed and approved the Final Plat of Sandport Addition to Woodbury County, Iowa, and whereas approval of the Final Plat of Sandport Addition to Woodbury County, Iowa has been recommended to the Woodbury County Board of Supervisors by the Planning and Zoning Commission. Now, therefore be, and it is, resolved by the Woodbury County Board of Supervisors, that said Final Plat of Sandport Addition to Woodbury County, Iowa, as hereto attached and forming part of this Resolution be, and the same hereby is, accepted and approved.

Dated 8-6, 2024

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 9. Motion by Radig second by Taylor to award the quotation for concrete patching to Subsurface, Inc for \$165,116. Carried 5-0. Copy filed.

- 10. Motion by Radig second by Taylor to direct the Human Resources Director to draft a Memorandum of Understanding (MOU) for the AFSCME Assistant County Attorney collective bargaining agreement to address understaffing. Carried 5-0. Copy filed.

Ben Ingersoll, Local 3462, addressed the board regarding the need for the MOU.

- 11. Reports on committee meetings were heard.

- 12. Daniel Hair, 2889 Humbolt Ave, Hornick, Eric Nelson, 1514 Jasper Ave, Peter Widman, 1847 Old Hwy 141, expressed concerns regarding the wind turbine ordinance.

Motion by Taylor second by Nelson to receive petitions from Mr. Hair. Carried 5-0. Copy filed.

- 13. Board concerns were heard.

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

Meeting sign in sheet. Copy filed.

# HUMAN RESOURCES DEPARTMENT

## MEMORANDUM OF PERSONNEL TRANSACTIONS

**DATE:** August 13th, 2024

**\* PERSONNEL ACTION CODE:**

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

**TO: WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Sanford, Blasé	Secondary Roads	8-23-2024	Temporary Engineering Aide			S	End of Temp Work
Nahra, Mark	Secondary Roads	8-19-2024	County Engineer			O	Add 4 hours to Vacation Bank for Blood Donation.
Brown, David	Emergency Services	8-19-2024	Operations Officer-PT EMT	\$23.90/hour		A	Job Vacancy Posted on 5/31/2023. Entry Level Salary: \$23.90/hour
Lukart, Bethany	Emergency Services	8-19-2024	Operations Officer-PT EMT	\$23.90/hour		A	Job Vacancy Posted on 5/31/2023. Entry Level Salary: \$23.90/hour

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

**MELISSA THOMAS, HR DIRECTOR:** \_\_\_\_\_

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

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

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

**WORDING FOR AGENDA ITEM:**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

**BACKGROUND:**

**FINANCIAL IMPACT:**

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

Yes  No

**RECOMMENDATION:**

**ACTION REQUIRED / PROPOSED MOTION:**

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

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

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Melissa Thomas HR Director

**WORDING FOR AGENDA ITEM:**

Approval of a new copier lease agreement with Access Systems

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Human Resources is entering a new lease agreement with Access Systems.

**BACKGROUND:**

This lease agreement provides us with a new copier (our current copier is 8 years old), and terms of 60 months. Also, WCCIC has reviewed the new equipment's specs and it does support the network protocol.

**FINANCIAL IMPACT:**

Prior lease agreement: \$346.79 monthly, black and white copies \$.013 overage and color \$.093 overage per copy. New lease agreement, \$288.17 monthly, b/w overage \$.003 and color overage \$.035 per copy.

**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 motion

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to authorize the Chairman to sign the Access Systems lease agreement



**COST PER IMAGE AGREEMENT**

AGREEMENT NO.: **2004084**

**CUSTOMER ("YOU" OR "YOUR")**

FULL LEGAL NAME: **Woodbury, County of dba Woodbury County HR Department** FEDERAL TAX ID #:

ADDRESS: **620 Douglas St** **Sioux City, IA 51101**

**EQUIPMENT AND PAYMENT TERMS**  SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER AND SERIAL NUMBER	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
1 Sharp BP-70C36	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)				<b>4,000</b>	<b>2,500</b>	<b>\$0.0035</b>	<b>\$0.0350</b>

EQUIPMENT LOCATION: **As Stated Above** METER FREQUENCY: **Quarterly**

TERM IN MONTHS: **60** MONTHLY BASE PAYMENT AMOUNT\*: **\$288.17** (\*PLUS TAX)

SECURITY DEPOSIT:

**ADDITIONAL SERVICE OPTIONS**

By initialing where indicated below, you elect to include the indicated service option(s) for the additional monthly fee of \$5.00 per device per service option.

**Secure Data Protection** Customer's Initials to Elect: \_\_\_\_\_  
 If you do not initial to elect this service, you acknowledge you assume full responsibility for performing all end of lease device data disposal procedures to remove confidential information. Data disposal procedures may be required for your compliance with applicable industry standards and state and federal laws and regulations.

**Connectivity Assurance** Customer's Initials to Elect: \_\_\_\_\_  
 Includes remote connectivity assistance to allow for networked device functionality. If you do not initial to elect this service, you acknowledge that any connectivity work we provide will be billable at our hourly rate.

**CONTRACT**

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

**CUSTOMER'S AUTHORIZED SIGNATURE**

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) X  
 CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

**OWNER ("WE", "US", "OUR")**

**Access Systems, Inc.**  
 OWNER SIGNATURE PRINT NAME & TITLE DATE  
 955 SE Olson Dr Waukee, IA 50263-8455

## ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessories incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of \$125.00. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. The base payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and/or (3) to comply with the tax laws of the state in which the Equipment is located. We generally do not allow you to pay via credit card, however, if we do accept a credit card payment, you agree to pay our then current surcharge. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. You agree that if we substitute or replace any item of Equipment due to product availability, repair or maintenance issues, that each such substitute item of equipment shall thereby become subject to this Agreement, and be an item of Equipment hereunder, without the need for the parties to sign an amendment hereto.
- 2. NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**
- 3. IMAGE CHARGES AND OVERRAGES.** You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree, upon commencement of this Agreement, to install our electronic meter collection agent ("MCA") on your network to remotely monitor the status and usage of Equipment to allow us to most cost effectively perform the services under this Agreement. If you don't install and maintain the MCA on your network, we may require you to pay us a fee of up to \$10 per month per imaging device connected to that network. For all non-networked devices (and for networked devices if the MCA is not installed), you agree to provide us with the actual meter readings for the device as and when requested by us. We may estimate the number of images made on a device if such meter readings are not received within five days after our request and we may require you to pay, in addition to the above \$10 fee (if applicable), a usage estimation fee of \$5 per device for each such occurrence. You also agree to make the usage payments called for hereunder based on our image estimate, subject to those amounts being adjusted or credited on the next invoice after we receive an actual meter reading (and subject to the Baseline Usage calculation that follows). You agree that our pricing, as reflected in this Agreement, for the services, supplies and maintenance we provide you, is premised on your continued and relatively consistent use of the Equipment under the terms of this Agreement for the full minimum term of the Agreement. The average actual monthly number of images (black and white and, separately, color) that you make using the Equipment during the first twelve months of the term of this Agreement shall be your "Baseline Usage Levels" hereunder. If the actual images you make using the Equipment in any month following the first twelve months of the term of this Agreement are less than fifty percent (50%) of your applicable Baseline Usage Level(s), then we may charge you for each such month, after the first twelve months of the term of this Agreement, as though your actual image usage levels for each such month was ninety percent (90%) of your Baseline Usage Level(s). You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.
- 4. EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
- 5. SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. MISC supplies are not included and will be billed separately. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies. You may request excess supplies beyond what we determine as necessary under this Agreement and we may provide you such at an additional charge. If your use of supplies exceeds the manufacturer's published yield by more than 10%, we may notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, we may charge you for such excess usage. We may charge you a monthly fee per device not to exceed \$5.00 per device, to cover our costs of standard shipping and handling supplies. Standard shipping typically allows for delivery in no more than three business days. Expedited shipping options are available at an additional cost to you. In addition, if you elect, we may charge you a monthly fee per device ("Connectivity Assurance") for providing remote connectivity troubleshooting throughout the term of the Agreement. The services will be limited to remote technical assistance only and shall not include any related necessary hardware or software costs. If we identify the connectivity problem relates to an IT issue that is outside of our control such as a network setting or IT hardware issue, we will work with your IT department to communicate the necessary information. As an alternative to your IT department, our IT technicians may be able to assist you if provided the necessary access rights but any such work will be billable at our hourly rates. Service calls will be performed during normal business hours of Monday through Friday 8:00 a.m. to 5:00 p.m. except holidays. A separate written agreement must be executed if you may require service calls outside of normal business hours. In the absence of a written agreement and in the instance we are able to perform service calls outside of normal business hours, you agree to pay additional charges at our overtime rates.
- 6. SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software, license renewal fees, or the obligations of you or the licensor under any license agreement. Any software that is included in the equipment purchased shall be subject to and Customer agrees to abide by the terms of the software license issued in connection with the use of such software. Any annual software license renewals and associated labor for renewals or upgrades or labor for troubleshooting software are not included and will be billed separately unless otherwise stated. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason; provided, however, you may elect to pay a monthly fee per device to have us provide you this service ("Secure Data Protection").
- 7. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
- 8. ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.
- 9. LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.
- 10. INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to either (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium and an insurance fee, which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum.
- 11. TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees (including personal property tax) relating to the Equipment and this Agreement. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. You hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.
- 12. END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.
- 13. DEFAULT AND REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment and requiring you to immediately stop using any financed software. You agree to pay all our costs and expenses, including reasonable attorney fees and repossession costs, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
- 14. UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
- 15. MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. The parties agree that (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct your proper legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date, and acknowledge that if we filled in any blanks above, we did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

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

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

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

**WORDING FOR AGENDA ITEM:**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

**BACKGROUND:**

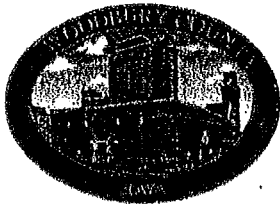
**FINANCIAL IMPACT:**

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

Yes  No

**RECOMMENDATION:**

**ACTION REQUIRED / PROPOSED MOTION:**



# 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/Dennis Gallagher Phone No.: 712-870-0298

Mailing Address: 915 Clairmont Circle, Sgt. 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:

Ditching in South ditch of 300th St. from intersection of 300th + Merville Blacktop to culvert U-41.

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 11th day of June, 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: \_\_\_\_\_ Weekly Agenda Date: \_\_\_\_\_

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

**WORDING FOR AGENDA ITEM:**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

**BACKGROUND:**

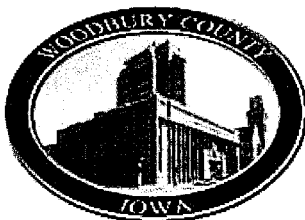
**FINANCIAL IMPACT:**

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

Yes  No

**RECOMMENDATION:**

**ACTION REQUIRED / PROPOSED MOTION:**



**TINA M. BERTRAND**  
Treasurer of Woodbury County  
Property Tax  
822 Douglas St Ste 102  
Sioux City IA 51101  
712-279-6495

August 5, 2024

Re: Property Tax Redemption Requests

Dear Board of Supervisors,

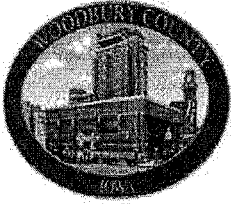
Please accept this correspondence as a request to direct the Auditor to redeem the remaining balance of tax sale certificate for the following parcel:

Name	Parcel #	Amount to Redeem
Abigail Land Holdings 2 LLC	894301379006	\$1,885.71

Sincerely,

A handwritten signature in cursive script, reading "Tina M. Bertrand". The signature is written in black ink and is positioned above the printed name and title.

Tina M. Bertrand  
Woodbury County Treasurer



# WOODBURY COUNTY TREASURER

www.woodburycountyiowa.gov  
822 Douglas St. Room 102  
Sioux City, IA 51101

Mail to:  
Woodbury County Treasurer  
822 Douglas St., Room 102  
Sioux City, Iowa 51101

## Request for Property Tax Refund

We hereby request a refund of property tax paid for the following parcels:

PARCEL #	894301379006	Amount	\$1885.71
PARCEL #		Amount	
PARCEL #		Amount	
PARCEL #		Amount	

**REASON FOR REFUND:**

- Over Payment made on \_\_\_\_\_
- Sold Property on \_\_\_\_\_
- Duplicate Payment made on \_\_\_\_\_
- Other: Refund the payment for the special assessment that was paid wrong on-line

**REFUND REQUESTED BY:**

Name(s): ABIGAIL LAND HOLDINGS 2 LLC  
(Refund to be issued to name above, Please Print Clearly)

Mailing Address: 920 S 107th Ave Ste 250

City: Omaha State: NE Zip: 68114

Phone Number: (402) 502-1000 Ext 5393 Email: gtpreg@guardiantaxpartners.com

Printed Name: Regina Hanson Date: July 29, 2024

Signature: *[Handwritten Signature]*

Office use Only:

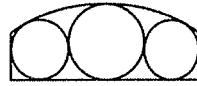
Notes: This request is for the redemption of the outstanding balance for special assessment paid. JMB

Clerk: JT Date: 7-31-24

Refund issued on: \_\_\_\_\_ Check #: \_\_\_\_\_

JUL 05 2024

Daniel D. Dykstra†  
John C. Gray\*†  
Patrick L. Sealey\*†  
Jeff W. Wright\*†  
Rosalynd J. Koob\*  
Joel D. Vos†  
Sarah K. Kleber\*†  
Jacob B. Natwick\*  
Allyson C. Dirksen\*†  
Jessica A. Board\*†  
Elizabeth A. Rosenbaum†



# HEIDMAN LAW

*Of Counsel*  
Cynthia C. Mosert  
Lance D. Ehmcke\*  
Thomas J. Whorley

Writer's Direct Line: (712) 222-4105  
Writer's E-Mail: [Joel.Vos@heidmanlaw.com](mailto:Joel.Vos@heidmanlaw.com)

Diane Murphy Smith\*†  
Bryan E. Shusterman\*†  
Zackary A. Martin\*  
Leland G. Slawson\*  
Avery N. Van Holland  
Liam T. Mangan\*  
Jaquilyn Waddell Boic\*†

*Retired*  
Marvin F. Heidman  
John F. De Hoogh  
Alan E. Fredregill\*

All attorneys licensed in Iowa  
\* Licensed in Nebraska  
† Licensed in South Dakota

July 3, 2024

Woodbury County Treasurer  
Attn: Tina Bertrand, Treasurer  
822 Douglas Street, Room 102  
Sioux City, IA 51101

Re: Special Assessment on Tax Parcel 894301379006

Dear Ms. Bertrand:

The purpose of this letter is to provide guidance to your office with respect to a parcel of land presently owned by Darin J. Miller, identified as Tax Parcel 894301379006. Mr. Miller applied for suspension of taxes with respect to this parcel and an adjacent parcel that he owns on the grounds that he is unable to provide to the public revenue. On January 30, 2024, the Woodbury County Board of Supervisors granted the application and directed the County Auditor to redeem this parcel from the holder of a certificate of purchase pursuant to Iowa Code Section 447.9(3).

The property was subsequently redeemed; however, an issue has arisen with respect to the redemption. You advised that there was one special assessment that was not paid by the investor in a manner that allocates the payment to the tax sale certificate. When the payment was made it was processed as a regular payment with an individual's name as payor. When the tax sale certificate was cancelled/redeemed, the redemption amount did not include this special assessment payment as part of the value of the tax sale certificate.

Specifically, the special assessment and subsequent payments had been made by the tax sale purchaser, Guardian Tax Partners LLC, with one exception. A December 28, 2021 special assessment payment was made electronically. The transaction registered in the name of Regina Hanson, rather than Guardian Tax Partners, LLC, in the amount of \$1,240.60.

It is our opinion, if Guardian Tax Partners LLC confirms that Regina Hanson was acting as an agent or employee of Guardian Tax Partners LLC in making the December 28, 2021 special assessment payment, that it then would be proper to include the December 28, 2021 payment in the redemption of this parcel.

Our conclusion is based upon Iowa Code §447.1. The Resolution of the Woodbury County Board of Supervisors directed redemption of the taxes pursuant to Iowa Code § 447.9(3). Iowa Code § 447.9(3) states that: “The board of supervisors may order the county auditor to redeem a parcel owned or possessed by the petitioner [Darin J. Miller] from the holder of a certificate of purchase upon payment by the county to the certificate holder of the amount necessary to redeem under section 447.1.

Iowa Code § 447.1, in turn, states that the amount of redemption includes “the total amount paid by the purchaser or the purchaser’s assignee for any subsequent year”. It is our opinion that if Guardian Tax Partners LLC establishes that Regina Hanson was an employee or agent of the tax sale purchaser and that the payment was made in her capacity as an employee or agent of the tax sale purchaser, then the December 28, 2021 payment is properly included in the amount of redemption under Iowa Code § 447.1. It is our recommendation to require that Guardian Tax Partners LLC provide an affidavit confirming that Regina Hanson was its employee or agent at the time of making the December 28, 2021 payment.

It is our opinion that Iowa Code §447.1 provides the proper authority for repayment to the tax sale purchaser, rather than Iowa Code § 445.60. The refund provision in Iowa Code § 445.60 would not apply in this situation because more than 2 years have elapsed from the date the tax was due, and because the taxes were not paid in error. Rather, the subsequent taxes had been paid by the purchaser’s agent or employee, and thus should have been included in the amount of redemption under Iowa Code § 447.1.

We recognize that this conclusion requires additional moneys to be requested from the Auditor, since Iowa Code §447.9(3) allows the board of supervisors to order the county auditor to redeem the parcel. However, the original redemption amount was short due to the lack of clarity regarding the fact that Regina Hanson was acting as the agent or employee of Guardian Tax Partners LLC. In that sense, all that is occurring now is the completion of the process directed by the Board of Supervisors in the January 30, 2024 resolution.

Interest can be calculated manually on this amount. It should be calculated in the same manner as interest was calculated on the rest of the redemption. If tax sale interest at 2% per month was calculated on the rest of the redemption that was previously paid to Guardian Tax Partners LLC, the same calculation should be made with respect to this payment.

As a side note, our review of the district court docket discloses that there is a pending foreclosure proceeding filed against Darin J. Miller by his mortgage lender (North State Community Credit Union). If the foreclosure proceeds to a judgment and a sheriff’s sale, the purchaser at the sheriff’s sale will be responsible for payment of the suspended taxes, including the Regina Hanson payment. In our opinion, that is an additional reason why Iowa Code § 445.60

Woodbury County Treasurer  
July 3, 2024  
Page 3

should not be relied upon. There is no refund of erroneous taxes here. Instead, the full amount of the redeemed taxes, including the special assessment paid on December 28, 2021, should become due when the property is sold or transferred.

Very truly yours,

A handwritten signature in black ink, appearing to read "Joel D. Vos", is written over a horizontal dashed line.

JOEL D. VOS  
For the Firm

JDV/gl  
4143-28



## Janet Trimpe

---

**From:** Tina Bertrand  
**Sent:** Tuesday, July 23, 2024 11:27 AM  
**To:** Janet Trimpe  
**Subject:** Parcel 894301379006 Interest  
**Attachments:** Interest Calculation on Parcel 894301379006 Spec Assmt.pdf

Janet,

Attached is the interest calculation for the special assessment for the reference parcel.

Thanks,

Tina M. Bertrand  
Woodbury County Treasurer  
822 Douglas St. Room 102  
Sioux City, IA 51101  
712-279-6495

Interest calculation for payment of special assessment associated with parcel #894301379006 not paid through the subsequent payment process. Tax Sale Certificate was redeemed by Auditor and taxes suspended. Received legal guidance for basis of refund of the special assessment with interest. Calculation of interest is as follows:

Certified Date	Amount	Interest	Miscellaneous fee	Total Special Assessment Costs
2/10/2021	1,095.00	140.60	5.00	1,240.60

Date Paid by Investor	Amount paid by Investor
12/29/2021	1,240.60

Interest Calculation				
Month	Interest	Amount	Interest Rate	Interest Amount
Accrued				
Jan-22		1,240.60	2%	24.81
Feb-22		1,240.60	2%	24.81
Mar-22		1,240.60	2%	24.81
Apr-22		1,240.60	2%	24.81
May-22		1,240.60	2%	24.81
Jun-22		1,240.60	2%	24.81
Jul-22		1,240.60	2%	24.81
Aug-22		1,240.60	2%	24.81
Sep-22		1,240.60	2%	24.81
Oct-22		1,240.60	2%	24.81
Nov-22		1,240.60	2%	24.81
Dec-22		1,240.60	2%	24.81
Jan-23		1,240.60	2%	24.81
Feb-23		1,240.60	2%	24.81
Mar-23		1,240.60	2%	24.81
Apr-23		1,240.60	2%	24.81
May-23		1,240.60	2%	24.81
Jun-23		1,240.60	2%	24.81
Jul-23		1,240.60	2%	24.81
Aug-23		1,240.60	2%	24.81
Sep-23		1,240.60	2%	24.81
Oct-23		1,240.60	2%	24.81
Nov-23		1,240.60	2%	24.81
Dec-23		1,240.60	2%	24.81
Jan-24		1,240.60	2%	24.81
Feb-24		1,240.60	2%	24.81
<b>Total Interest</b>				<b>645.11</b>

**Total to redeem to investor 1,885.71**



Woodbury County Treasurer  
822 Douglas Street Suite 102  
Sioux City IA 51101

July 8, 2024

Re: Redemption of Certificate 2021-0395, Parcel # 894301379006  
Employment Verification, Regina Hanson

To whom it may concern:

This letter is to confirm that Regina Hanson has been in the employment of 11T Services, and was employed at the time payment was made by her for our company Abigail Land Holdings 2, LLC, as follows:

Paid on 2021-12-28 12:58:34 in the amount of \$1240.60 (1240.85 by ECheck)

Tax Year:2021	Tax Type:Special Assessment
---------------	-----------------------------

Please let me know if you have any other questions or concerns.

A handwritten signature in cursive script that reads 'Bonnie Cooper'.

(signed)

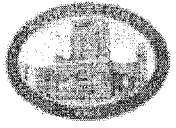
**Bonnie Cooper, PHR**

Director of Human Resources & Training

C: 402-968-0456

O: 402-502-1000 #1487

[www.sower.com](http://www.sower.com)



Woodbury County Treasurer  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101

Receipt Number: R00238217

Cashier Name: Janet Trimpe

Terminal Number: 4

Receipt Date: 12/29/2021 7:40:31 AM

HANSON REGINA  
 403 HERBOLD AVE  
 PIERSON, IA 51048

**Trans Code: 100 -Tax Collections**

**Account: 894301379006 HANSON REGINA**

**\$1,240.60**

Parcel: 894301379006 First Half

Owner: MILLER DARIN J

002541 - 2021 Special Tax 1,095.00

Int 140.60

002541 - 2021 Special Administration - Special Assessment 5.00

**Total Balance Due: \$1,240.60**

Amount: \$1,240.60

**Total Payment Received: \$1,240.60**

**Change: \$0.00**

Payment Method: 7-Internet F Payor: HANSON REGINA

Reference:

## Janet Trimpe

---

**From:** Taxdept  
**Sent:** Wednesday, May 29, 2024 3:00 PM  
**To:** 'gtpreg'  
**Subject:** RE: 894301379006 Redemption 7704.00 (Abigail Land Holdings 2)

So, we looked into the payment. The subsequent payment was paid as a regular payment and was not attached to the tax sale certificate. Regina Hanson paid it on-line, but did not pay it correctly. We need to check with our local county attorney before proceeding on this. I will be in contact with you, once we get direction on it from them.

**From:** gtpreg <GTPREG@guardiantaxpartners.com>  
**Sent:** Friday, May 24, 2024 8:08 AM  
**To:** gtpreg <GTPREG@guardiantaxpartners.com>; Taxdept <taxdept@woodburycountyiowa.gov>  
**Subject:** RE: 894301379006 Redemption 7704.00 (Abigail Land Holdings 2)

**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.**  
Good morning! A quick follow up to see if you have had an opportunity to investigate the missing payment from the SA on this property.  
Thank you!



**Regina Hanson**  
Director of Business Optimization  
[rhanson@sower.com](mailto:rhanson@sower.com)  
C: 402-850-6547  
O: 402-502-1000 Ext. 2000  
[www.sower.com](http://www.sower.com)

Information included in this email is reserved to named addressee's eyes only. You may not share this message or any of its attachments to anyone. Please note that as the recipient, it is your responsibility to check the email for malicious software. Finally, the opinions disclosed by the sender do not have to reflect those of the company, therefore the company refuses to take any liability for the damage caused by the content of this email.

**From:** gtpreg <GTPREG@guardiantaxpartners.com>  
**Sent:** Monday, May 20, 2024 12:18 PM  
**To:** Taxdept <taxdept@woodburycountyiowa.gov>; gtpreg <GTPREG@guardiantaxpartners.com>  
**Subject:** RE: 894301379006 Redemption 7704.00 (Abigail Land Holdings 2)

This is perfect! Thank you.

The charge missing is the Special Assessment which is the receipt attached. Was this refunded previously?



**Regina Hanson**  
Director of Business Optimization  
[rhanson@sower.com](mailto:rhanson@sower.com)  
C: 402-850-6547  
O: 402-502-1000 Ext. 2000  
[www.sower.com](http://www.sower.com)

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**From:** Taxdept <[taxdept@woodburycountyiowa.gov](mailto:taxdept@woodburycountyiowa.gov)>  
**Sent:** Monday, May 20, 2024 8:38 AM  
**To:** gtpreg <[GTPREG@guardiantaxpartners.com](mailto:GTPREG@guardiantaxpartners.com)>  
**Subject:** RE: 894301379006 Redemption 7704.00 (Abigail Land Holdings 2)

Payment was for Certificate #2021-395. This was redeemed before the end of February.

**From:** gtpreg <[GTPREG@guardiantaxpartners.com](mailto:GTPREG@guardiantaxpartners.com)>  
**Sent:** Friday, May 17, 2024 7:17 PM  
**To:** Taxdept <[taxdept@woodburycountyiowa.gov](mailto:taxdept@woodburycountyiowa.gov)>  
**Subject:** 894301379006 Redemption 7704.00 (Abigail Land Holdings 2)

**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.**

Good morning!

We received a payment but unable to reconcile. Would it be possible to be provided more information around the date and breakdown of what the 7704.00 consists of?

Thank you, in advance, for your assistance!



**Regina Hanson**  
Director of Business Optimization  
[rhanson@sower.com](mailto:rhanson@sower.com)  
C: 402-850-6547  
O: 402-502-1000 Ext. 2000  
[www.sower.com](http://www.sower.com)

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**Fund:** American National Bank AL/AZ/IA/LA/MO/MT/SD  
**Date Range:** 12/01/2021 - 12/31/2021  
**Interest As Of Date:** 12/28/2021

State	County	Reference ID	Certificate	Parcel	Parcel Count	Sub Amount	Sub Effective Date
Iowa	Woodbury				1	\$1,240.60	
Iowa	Woodbury	4932b748	21-2021-0395	894301379006	1	\$1,240.60	12/28/2021
<b>Total</b>					<b>1</b>	<b>\$1,240.60</b>	

## Transaction Details

Payment Details for Order ID 2969671

Order Details			
Order Id:	2969671	Status:	Success
Paid On:	2021-12-28 12:58:34	County Amount Paid:	1,240.60
Payor Name:	Regina Hanson	Service Delivery Fee:	0.25
Payment Method:	ECheck	Total Paid:	1,240.85

Parcel Number	County: Woodbury	Tax Year: 2021	Tax Type: Special Assessment
894301379006			
Certificate 2021-0395	Owner Name:	MILLER DARIN J MILLER DARIN J	
	Property Address:	403 HERBOLD AVE PIERSON CITY, IA	
	Legal:	HERBOLDS FIRST ADDNLOTS 27-28-29-30-31-32-33- 34 BLK 3	
	First Tax:	1,182.60	
	Penalty/Cost/Interest Paid To Date:	58.00	
	First Paid:	1,240.60	Second Paid: 0.00



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

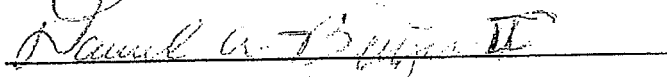
WHEREAS, Darin J. Miller, is a titleholder of the aforementioned property has petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2017 Iowa Code Section 447.9(3) and,

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



Daniel A. Bittinger II, Vice-Chairman

ATTEST:



Michelle Skaff, Deputy  
Woodbury County Auditor/Recorder



Woodbury County - Treasurer  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101  
 (712) 279-6495

# Tax Charge Information Sheet

Interest Date: 02/02/2024

MILLER DARIN J  
 403 HERBOLD AVE  
 PIERSON, IA 51048

Parcel Number: 894301379006      Situs: 403 HERBOLD AVE  
 Owner: MILLER DARIN J      Legal: HERBOLDS FIRST ADDN LOTS 27-28-29-30-31-3 2-33- 34 BLK 3  
 Group Number: 123478576

Taxes Due Year	Type	Bill Number	Tax	Interest	Penalty	Additional Costs	Total Due
2022	Tax	061433	\$433.00	\$0.00	\$0.00	\$0.00	\$433.00

Tax Sale	Date	Certificate#	Tax	# of Months	Interest	Service Fee	Total Due
Tax Sale	06/21/2021	2021-0395	\$2,875.00	33	\$1,898.00	\$0.00	\$4,773.00
Subsequent Charge	11/28/2021	2021-0395	\$443.00	28	\$248.00	\$0.00	\$691.00
Subsequent Charge	05/22/2022	2021-0395	\$447.00	22	\$197.00	\$0.00	\$644.00
Subsequent Charge	11/18/2022	2021-0395	\$440.00	16	\$141.00	\$0.00	\$581.00
Subsequent Charge	05/30/2023	2021-0395	\$444.00	10	\$89.00	\$0.00	\$533.00
Subsequent Charge	11/21/2023	2021-0395	\$446.00	4	\$36.00	\$0.00	\$482.00
Total To Redeem for Certificate Number 2021-0395:			\$5,095.00		\$2,609.00	\$0.00	\$7,704.00

**Total Due for Parcel Number 894301379006: \$8,137.00**

**Tax Charge Summary for 1 Parcel**

Total Unpaid Charges:	Total Due:	\$433.00
Total Unpaid Tax Sale Certificates:		\$7,704.00 - Tax Sale only
<b>Grand Total Unpaid:</b>		<b>\$8,137.00</b>



Certificate Number: 2021-0395

Parcel Number: 894301379006

Situs Address: 403 HERBOLD AVE

Certificate Date: 6/21/2021

Owner At Sale: MILLER DARIN J

Legal Description: PIERSON CITY OF HERBOLDS FIRST ADD...

Investor: ABIGAIL LAND HO

Current Owner: MILLER DARIN J

Certificate	Name	ABIGAIL LAND HOLDINGS 2 LLC		
Assignments	Line 1	13575 LYNAM DR		
Investor	Line 2			
Payments	City, State, Zip Code	OMAHA	NE	68138
	Bidder Number	0		
	Email	GTPREG@guardiantaxpartners.com		
	Phone Number	(402) 502-5786 x _____		
	Active	<input checked="" type="checkbox"/>		
	Investor Group			
	Municipality	<input type="checkbox"/>		
	Alias TID Number	TSB0007448		
	Authorized Agent			



Woodbury County Treasurer  
822 Douglas St. Suite 102  
Sioux City, IA 51101

Receipt Number: R00432202

Cashier Name: Janet Trimpe

Terminal Number: 4

Receipt Date: 2/26/2024 11:05:49 AM

Trans Code: 251 - Tax Sale Reversal  
Reversing Tax Sale: 2021-0395  
Investor: ABIGAIL LAND HOLDINGS 2 LLC

Account: 2021-0395 ABIGAIL LAND HOLDINGS 2 LLC (\$5,095.00)

Total Balance Due: (\$5,095.00)

Payment Method: 7-Internet f

Reference:

Amount: (\$5,095.00)

Total Payment Received: (\$5,095.00)

Change: \$0.00



Woodbury County - Treasurer  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101  
 (712) 279-6495

# Tax Charge Information Sheet

Interest Date: 02/02/2024

MILLER DARIN J  
 403 HERBOLD AVE  
 PIERSON, IA 51048

Parcel Number: 894301379005      Situs: HERBOLD AVE  
 Owner: MILLER DARIN J      Legal: HERBOLDS FIRST ADDN LOTS 35-36-37-38-39-4 0 BLK 3  
 Group Number: 123478576

Taxes Due Year	Type	Bill Number	Tax	Interest	Penalty	Additional Costs	Total Due
2022	Tax	064558	\$18.00	\$0.00	\$0.00	\$0.00	\$18.00

Tax Sale	Date	Certificate#	Tax	# of Months	Interest	Service Fee	Total Due
Tax Sale	06/21/2021	2021-0564	\$118.00	33	\$78.00	\$244.46	\$440.46
Subsequent Charge	11/17/2021	2021-0564	\$21.00	28	\$12.00	\$0.00	\$33.00
Subsequent Charge	05/17/2022	2021-0564	\$25.00	22	\$11.00	\$0.00	\$36.00
Subsequent Charge	11/23/2022	2021-0564	\$19.00	16	\$6.00	\$0.00	\$25.00
Subsequent Charge	05/15/2023	2021-0564	\$23.00	10	\$5.00	\$0.00	\$28.00
Subsequent Charge	11/21/2023	2021-0564	\$19.00	4	\$2.00	\$0.00	\$21.00
Total To Redeem for Certificate Number 2021-0564:			\$225.00		\$114.00	\$244.46	\$583.46

**Total Due for Parcel Number 894301379005: \$601.46**

### Tax Charge Summary for 1 Parcel

Total Unpaid Charges:	
Total Due:	\$18.00
Total Unpaid Tax Sale Certificates:	\$583.46 - Tax Sale only
<b>Grand Total Unpaid:</b>	<b>\$601.46</b>

90-Day notice  
 expires 4-3-24



Woodbury County Iowa

Certificate of purchase at tax sale number 2021-0564
Treasurer's Office, Woodbury County, State of Iowa

I, Tina M. Bertrand, Treasurer, do hereby certify that on 21 June 2021, at the Regular tax sale publicly held on that date, the following property situated in Woodbury County was sold to:

KENSEH HOLDINGS, LLC
PO BOX 506
LEMARS, IA 51031

For the amount of taxes, interest and costs due and remaining unpaid.

Taxed To: MILLER DARIN J Tax District: 0069 - PIERSON LL KINGSLEY PIERSON
Address: HERBOLD AVE
Legal: PIERSON CITY OF HERBOLDS FIRST Parcel: 894301379005
ADDN LOTS 35-36-37-38-39- 40 BLK 3

Table with 8 columns: BILL NUMBER, TYPE, YEAR, FIRST HALF, SECOND HALF, INTEREST, COSTS, TOTAL. Rows include bill numbers 025923 and 040822 with associated tax amounts.

TAX SALE SUBTOTAL: \$98.00
CERTIFICATE FEE: \$20.00
TAX SALE TOTAL: \$118.00

This bid was for a 100.00% interest in the property.

Witness my hand
June 21, 2021

Tina M. Bertrand, Treasurer
Woodbury County, Iowa

Assignment: For the payment of \$ \_\_\_\_\_ As per agreement, I hereby assign all rights, title and interest in this certificate to:

Tax ID \_\_\_\_\_

Date: 2021-0564 Assignor: \_\_\_\_\_

Certificate Number: 2021-0564  
Certificate Date: 6/21/2021  
Investor: KENSEH HOLDINGS

Parcel Number: 894301379005  
Owner At Sale: MILLER DARIN J  
Current Owner: MILLER, DARIN J

Situs Address: HERBOLD AVE  
Legal Description: PIERSON CITY OF  
HERBOLDS FIRST ADD...

Certificate	Name	KENSEH HOLDINGS, LLC		
Assignments	Line 1	PO BOX 506		
Investor	Line 2			
Payments	City, State, Zip Code	LEMARS	IA	51031
	Bidder Number	785		
	Email	forrest778899@gmail.com		
	Phone Number	(712) 551-6899 x_____		
	Active	<input checked="" type="checkbox"/>		
	Investor Group			
	Municipality	<input type="checkbox"/>		
	Alias TID Number	TSB0021316		
	Authorized Agent			





Woodbury County Treasurer  
822 Douglas St. Suite 102  
Sioux City, IA 51101

Receipt Number: R00432208

Cashier Name: Janet Trimpe

Terminal Number: 4

Receipt Date: 2/26/2024 11:13:59 AM

Trans Code: 251 - Tax Sale Reversal  
Reversing Tax Sale: 2021-0564  
Investor: KENSEH HOLDINGS, LLC

Account: 2021-0564 KENSEH HOLDINGS, LLC (\$225.00)

Total Balance Due: (\$225.00)

Payment Method: 7-Internet F

Reference:

Amount: (\$225.00)

Total Payment Received: (\$225.00)

Change: \$0.00

# WOODBURY COUNTY TRANSMITTAL FORM

PAYMENT TYPE/CODE	PAYMENT RECEIVED FROM	DESCRIPTION	AMOUNT	CHECK #
AG	WOODBURY COUNTY	PAYOFF OF TAX SALE FOR SUSPENDED TAXES FOR CERT # 2021-564	\$583.46	535085
		INVESTOR: KENSEH HOLDINGS LLC PO BOX 506 LEMARS, IA 51031		
AG	WOODBURY COUNTY	PAYOFF OF TAX SALE FOR SUSPENDED TAXES FOR CERT # 2021-395	\$7,704.00	535085
		INVESTOR: ABIGAIL LAND HOLDINGS 2 LLC 13575 LYNAM DR OMAHA, NE 68138		
			<b>TOTAL \$ 8,287.46</b>	

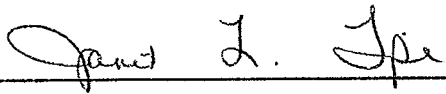
FISCAL YEAR 2023/2024

TOTAL \$ 8,287.46

PLEASE CHECK IF THE FOLLOWING APPLY:

PERIOD 13 ENTRY

CONFIDENTIAL INFORMATION

SIGNATURE   
Woodbury County Treasurer

DATE 2-26-24

Woodbury Cnty Treasurer  
Treasurer  
Sioux City, IA 51101-

**WOODBURY COUNTY, IOWA**

**Remittance Advice**

VENDOR: 246000 Woodbury Cnty Treasurer

02/20/2024

535085

DATE INVOICE # DESCRIPTION  
1/30/2024 D Miller Redemption D Miller Tax Redemption

AMOUNT  
8,287.46

IF THIS DOES NOT AGREE WITH YOUR RECORDS PLEASE RETURN CHECK WITH AN EXPLANATION OF THE DIFFERENCES.  
THE CLAIM AND CHECK NUMBER IDENTIFY ITEM PASSED FOR PAYMENT BY WOODBURY COUNTY BOARD OF SUPERVISORS.

CHECK TOTAL 8,287.46

TO THE  
WOODBURY COUNTY TREASURER  
SIOUX CITY, IOWA

**WOODBURY COUNTY, IOWA**  
**OFFICE OF THE COUNTY AUDITOR**  
SIOUX CITY, IOWA

SECURITY NATIONAL BANK  
SIOUX CITY

535085

41-8/739

VOID ONE YEAR FROM DATE OF ISSUE

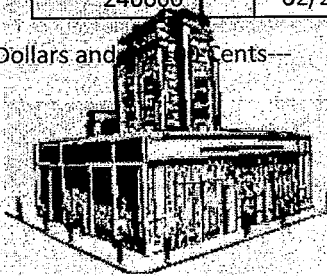
VENDOR NUMBER	DATE	CHECK NUMBER	NET AMOUNT
246000	02/20/2024	535085	\$8,287.46

PAY ---Eight Thousand Two Hundred Eighty Seven Dollars and --- Cents---

TO THE Woodbury Cnty Treasurer  
ORDER Treasurer  
OF Sioux City, IA 51101-

BY ORDER OF THE BOARD OF SUPERVISORS

*Patrick J. Gill*  
COUNTY AUDITOR



⑈ 535085⑈ ⑆ 073900085⑆ ⑈ 0039985⑈

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

Date: 08/07/2024 Weekly Agenda Date: 08/13/2024

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Melissa Thomas HR Director

**WORDING FOR AGENDA ITEM:**

Approval to add Business Income & Extra Expense Coverage to the new Law Enforcement Center

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Presented is a client authorization to bind Business Income and Extra Expense coverage through ICAP.

**BACKGROUND:**

In the event the Law Enforcement Center is damaged by a covered peril (fire, wind etc..) and parts or all of the L.E.C becomes unusable for a period of time, this Extra Expense would allow us to transport and place inmates in other facilities.

**FINANCIAL IMPACT:**

\$2500.00, which is a prorated amount until 2/1/2025.

**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 motion

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to authorize the Chairman to sign the client authorization to bind the Business Income and Extra Expense coverage through ICAP.

# Woodbury County

## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 08/11/2024, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier	TRIA
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>- Adding Business Income – Limit \$3M -- \$2,500 AP Property &amp; Inland Marine, Crime, and Auto Physical Damage</b> Iowa Communities Assurance Pool	<i>No TRIA</i>

\*For this coverage, TRIA cannot be rejected

### Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Flood

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

---

---

### Other Services to Consider

Coverage Amendments and Notes:
--------------------------------

---

---

### Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

### Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.



# Woodbury County

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

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

Print Name (Specify Title)

\_\_\_\_\_

Company

\_\_\_\_\_

Signature

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



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

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

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Melissa Thomas HR Director

**WORDING FOR AGENDA ITEM:**

Approval of the Memorandum of Understanding Addressing Retention and Recruitment in the County Attorney's Office

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The Board of Supervisors approved a motion to draft an MOU regarding the staffing issues in the County Attorney's Office.

**BACKGROUND:**

The County Attorney's Office is currently down 8 Assistant County Attorneys. The goal of this MOU is to attract and retain employees.

**FINANCIAL IMPACT:**

As outlined in the previous agenda.

**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 motion

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the AFSCME County Attorney MOU and authorize the Chairman to sign the document.

## August 2024 Memorandum of Understanding

This August 2024 Memorandum of Understanding (“August 2024 MOU”) entered into by and between Woodbury County, Iowa (“Employer”) and the American Federation of State, County and Municipal Employees, Council 61 Local 3462, Woodbury County Assistant County Attorneys and Victim Witness Coordinator (“Union”), effective \_\_\_\_\_, 2024 (“Effective Date”) and continuing until such time as the parties shall agree otherwise:

1. The current Master Contract between Employer and Union is effective July 1, 2024 through June 30, 2027 (“2024-2027 Union Contract”).

2. Due to the continued shortage of personnel and to assist with recruitment, Employer agrees as follows:

- a. As of the Effective Date, Appendix A of the 2024-2027 Union Contract shall be stricken in its entirety and the new Appendix A attached to this August 2024 MOU shall be inserted in its place.
- b. As of the Effective Date, Article VI, Section 2 Wage Schedule Placement and Advancement shall be amended to state as follows (changes from 2024-2027 Union Contract in highlighted text):

The Appendix A salary schedule for Assistant County Attorneys has **ten (10)** steps. Each step is designed to allow advancement after **six (6)** months. Advancement subject to the conditions in the next paragraph shall be **done every six (6) months (based on the hire anniversary date)** for the Assistant County Attorney.

Newly hired Assistant County Attorneys shall be placed on the Appendix A salary schedule in accordance with the terms of this contract.

An Assistant County Attorney shall not be advanced if his/her evaluation is rated unsatisfactory overall. If an Assistant County Attorney is not advanced on step because his/her performance is rated unsatisfactory overall, the Assistant County Attorney shall be given recommendations to improve his/her performance and shall be re-evaluated within six (6) months following the date he/she was scheduled to advance. If upon re-evaluation the Assistant County Attorney performance is rated higher than unsatisfactory overall, the Assistant County Attorney shall be granted his/her step increase and shall be paid retroactive to the date he/she was scheduled to receive a step increase.

Upon initial employment for an Assistant County Attorney position, credit may be given for previous experience in a prosecutor or criminal defense position up to Step 8, whether within or outside of the County, on the following basis:



- a. 0 months to 6 months experience - Step 1
- b. 6 months to 12 months experience - Step 2
- c. 12 months to 18 months experience - Step 3
- d. 18 months to 24 months experience - Step 4
- e. 24 months to 30 months experience - Step 5
- f. 30 months to 36 months experience - Step 6
- g. 36 months to 42 months experience - Step 7
- h. 42 months to 48 months experience - Step 8

The Union shall have the right to grieve any advance step placement, and any grievance relating to step placement shall be filed within twenty (20) working days of the Assistant County Attorney's date of hire and shall be commenced at the second step of the grievance procedure. The Employer shall notify the Union of any advance step placement granted to a new Assistant County Attorney. The Union has the right to request and receive any applicable information to investigate and process any such grievance.

- c. As of the Effective Date, Article VI of the 2024-2027 Union Contract shall be amended to add a new Section 15 that states as follows:

Section 15 Attorney Days

Each employee will receive two and one-half (2.5) attorney days on July 1 and two and one-half (2.5) attorney days on January 1 of each contract year. The attorney days will be scheduled by mutual agreement between the employee and the County Attorney or his/her First Assistant Deputy. The attorney days shall not be carried over from contract year to contract year, nor shall they be granted, if unused, to any employee upon retirement, termination or discharge. No employee will be permitted to work his/her attorney day(s). The minimum increment that attorney days may be used is in one-half (1/2) day increments.

- d. As of the Effective Date and until the Employer reaches full staffing level of seventeen (17) attorneys or the end of the term of the 2024-2027 Union Contract, whichever is earlier, every six (6) months (based on the hire anniversary date), Assistant County Attorneys may elect to have any accrued but unused vacation hours exceeding his/her carryover limit be paid out in lieu of taking vacation time off.
- e. As of the Effective Date and until the Employer reaches full staffing level of seventeen (17) attorneys or the end of the term of the 2024-2027 Union Contract, whichever is earlier, Assistant County Attorneys may work remotely up to one day per work week subject to the approval of the County Attorney, in his sole discretion.

- f. As of the Effective Date and until June 30, 2025, Section 14 of Article VI (New Hire Retention Bonus) of the 2024-2027 Union Contract shall be revised to increase the one-time retention bonus to be paid upon satisfactory completion of one year of service from \$1,500.00 to \$3,000.00. Further, this one-time retention bonus shall be available for all new hires and not just Step 1 new hires.
- 3. The Union is in agreement with these voluntary wage increases and fringe benefit offerings.
- 4. All other terms of the 2024-2027 Union Contract shall remain in effect through June 30, 2027. To the extent there is a conflict between this August 2024 MOU and the terms of the 2024-2027 Union Contract, this August 2024 MOU shall control.
- 5. As of the Effective Date, all current Assistant County Attorneys shall be placed in the appropriate step according to this August 2024 MOU and be eligible for the other wage increases and benefits provided under this August 2024 MOU, other than the new hire retention bonus, which is only applicable to new hires.
- 6. Union recognizes that these wage increases and benefits provided by this August 2024 MOU are voluntary by Employer and not required by the 2024-2027 Union Contract. Employer may determine at any time in its sole discretion, upon proper Human Resources and Board of Supervisor action, to reduce or eliminate these wage increases and benefits. Union agrees that any decision by Employer to reduce or eliminate these wage increases and benefits, so long as such reductions/eliminations do not result in providing less than what is required by the 2020-2024 Union Contract, would not form the basis for a grievance or prohibited practice complaint.

IN WITNESS WHEREOF, the parties hereto have caused this August 2024 MOU to be executed by their duly authorized representatives effective as of the date above.

WOODBURY COUNTY, IOWA

AMERICAN FEDERATION OF STATE,  
 COUNTY AND MUNICIPAL  
 EMPLOYEES COUNCIL 61 LOCAL 3462  
 WOODBURY COUNTY ASSISTANT  
 COUNTY ATTORNEYS AND VICTIM  
 WITNESS COORDINATOR

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

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

**APPENDIX A**  
**Wage and Salary Schedule**

2024-2025

Assistant County Attorneys effective July 1, 2024 – 9.0%

Step 1	\$83,055
Step 2	\$87,048
Step 3	\$91,032
Step 4	\$95,024
Step 5	\$102,613
Step 6	\$106,602
Step 7	\$110,591
Step 8	\$114,584
Step 9	\$118,573
Step 10	\$126,597

Assistant County Attorneys will be advanced in steps in accordance with the language in Article VI.

**APPENDIX A**  
**Wage and Salary Schedule**

2025-2026

Assistant County Attorneys effective July 1, 2025 – 3.0%

Step 1	\$85,547
Step 2	\$89,660
Step 3	\$93,763
Step 4	\$97,875
Step 5	\$105,691
Step 6	\$109,800
Step 7	\$113,909
Step 8	\$118,022
Step 9	\$122,130
Step 10	\$130,395

Assistant County Attorneys will be advanced in steps in accordance with the language in Article VI.

**APPENDIX A**  
**Wage and Salary Schedule**

2026 - 2027

Assistant County Attorneys effective July 1, 2026 – 3.0%

Step 1	\$88,113
Step 2	\$92,350
Step 3	\$96,576
Step 4	\$100,811
Step 5	\$108,862
Step 6	\$113,094
Step 7	\$117,326
Step 8	\$121,562
Step 9	\$125,794
Step 10	\$134,306

Assistant County Attorneys will be advanced in steps in accordance with the language in Article VI.

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

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

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

**WORDING FOR AGENDA ITEM:**

Approve contract for project number L-B(J178)--73-97

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The Board awarded the bid for the replacement of bridge J178 on Jewell Ave. at their July 16 2024 meeting. Contracts have been returned for Board approval.

**BACKGROUND:**

The project involves the replacement of a bridge that has current load rating of 3 ton. The new bridge will be a 90' x 30' continuous concrete slab structure.

**FINANCIAL IMPACT:**

The project is paid for with Woodbury County 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 approve the contract for the J178 bridge replacement project.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion that the board approve the contract for the L-B(J178)--73-97 bridge replacement project with Graves Construction Co. Inc. for \$606,737.87.



# WOODBURY COUNTY, IOWA CONTRACT

Kind of Work: Bridge Replacement

Project No. L-B(J178)--73-97 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, Mark Nelson, Jeremy Taylor Contracting Authority and Graves Construction Co. Inc. Spencer, IA, Contractor. WITNESSETH: That the Contractor, for and in consideration of -----

Six Hundred Six Thousand Seven Hundred Thirty Seven and 87/100 (\$606,737.87)

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: L-B(J178)--73-97		Group 1		
1.	Clearing and Grubbing	0.20 Acres	\$ 50,000.00	\$ 10,000.00
2.	Excavation Class 10 Roadway and Borrow	111 C.Y.	15.00	1,665.00
3.	Excavation Class 10 Channel	1058 C.Y.	7.00	7,406.00
4.	Granular Surfacing on Road, Crushed Concrete	186 TON	43.00	7,998.00
5.	Removal of Existing Bridge	1 L.S.	21,000.00	21,000.00
6.	Excavation Class 20	643 C.Y.	30.00	19,290.00
7.	Structural Concrete (Bridge)	200.1 C.Y.	542.00	108,454.20
8.	Reinforcing Steel	102 LB	4.79	488.58
9.	Reinforcing Steel Epoxy Coating	58,841 LB.	1.49	87,673.09
10.	Concrete Open Railing TL-4	202.2 L.F.	95.00	19,209.00
11.	Culvert CMP 24"	236 L.F.	72.00	16,992.00
12.	Piles Steel HP 10 X 42	1825 L.F.	47.00	85,775.00
13.	Concrete Encasement of Steel	376 L.F.	200.00	75,200.00
14.	Steel Beam Guardrail Trans sect. BA 221	4 EACH	1,518.00	6,072.00
15.	Steel Beam Guardrail End Anchor Bolted	4 EACH	300.00	1,200.00
16.	Steel Beam Guardrail Tangent Sect. BA. 225	4 EACH	3,000.00	12,000.00
17.	Engineering Fabric	635 S.Y.	3.00	1,905.00
18.	Revetment Class E	730 TON	71.00	51,830.00
19.	Safety Closure	2 EACH	200.00	400.00
20.	Traffic Control	1 L.S.	4,200.00	4,200.00
21.	Mobilization	1 L.S.	47,000.00	47,000.00
22.	Corrugated Metal Pipe, Drop Inlet	2 EACH	7,240.00	14,480.00
23.	Removal of Car Bodies in Stream Bed	1 L.S.	1,000.00	1,000.00
24.	Mulching	0.5 ACRES	5,500.00	2,750.00
25.	Seeding and Fertilizing (Rural)	0.5 ACRES	5,500.00	2,750.00

**TOTAL BID** **\$606,737.87**

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 March 24, 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. L-B(J178)--73-97 in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

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

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
		April 1, 2025	90

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

Approved:

By [Signature]  
Contractor: Graves Construction Co. Inc.

By \_\_\_\_\_  
Contracting Authority: Woodbury County Board Chairperson

Date: 7/25/24

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

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

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

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

**WORDING FOR AGENDA ITEM:**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

**BACKGROUND:**

**FINANCIAL IMPACT:**

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

Yes  No

**RECOMMENDATION:**

**ACTION REQUIRED / PROPOSED MOTION:**

TABULATION OF BIDS

Sheet1

LETTING: TUESDAY, AUGUST13, 2024

PROPANE LETTING  
2024-25 SEASON  
WOODBURY COUNTY, IOWA

NOTE: IN CASE OF MATHEMATICAL ERROR, UNIT PRICE SHALL GOVERN

PROPOSAL GUARANTY				* Sapp Bros Petroleum Inc.**		* New Cooperative Inc.		* Rodney Propane	
				* 129 Steuben St.		* 3330 Moville Blacktop		* 2909 Moville Blacktop	
				* Sioux City, IA 51101		* Hornick, IA 51026		* Hornick, IA 51026	
** QUANTITI	** UNIT PRICE :	AMOUNT		* UNIT PRICE :	AMOUNT	* UNIT PRICE :	AMOUNT	* UNIT PRICE :	AMOUNT
1. PROPANE FUEL FOR PERIOD FROM	**	:		*	:	*	:	*	:
SEPTEMBER 1, 2024 THROUGH AND	**	:		*	:	*	:	*	:
INCLUDING AUGUST 31, 2025	**	:		*	:	*	:	*	:
APPROXIMATELY 56,525 GALLONS	** 56,525	:		*	:	*	:	*	:
FURNISH AND DELIVER @ \$/GAL.	**	** \$/GAL. :		*	** \$/GAL. :	*	** \$/GAL. :	*	** \$/GAL. :

PROPOSAL GUARANTY				* Central Valley Ag. Coop		* New Century FS			
				* 30459 Hwy. 3		* 1524 South Bell Ave.			
				* LeMars, IA 51031		* Ames, IA 50010			
** QUANTITI	** UNIT PRICE :	AMOUNT		* UNIT PRICE :	AMOUNT	* UNIT PRICE :	AMOUNT	* UNIT PRICE :	AMOUNT
1. PROPANE FUEL FOR PERIOD FROM	**	:		*	:	*	:	*	:
SEPTEMBER 1, 2024 THROUGH AND	**	:		*	:	*	:	*	:
INCLUDING AUGUST 31, 2025	**	:		*	:	*	:	*	:
APPROXIMATELY 56,525 GALLONS	** 56,525	:		*	:	*	:	*	:
FURNISH AND DELIVER @ \$/GAL.	**	** \$/GAL. :		*	** \$/GAL. :	*	** \$/GAL. :	*	** \$/GAL. :



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

Date: 8/7/2024 Weekly Agenda Date: 8/13/2024

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

**WORDING FOR AGENDA ITEM:**

Receive and consider bids for calcium chloride for FY 2025

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The county annually receives bids for calcium chloride for snow removal.

**BACKGROUND:**

The county took bids for approximately 88 tons of calcium chloride this year. This is an decrease from FY 2024. This year is a lower order due to the mild winter of 2023-2024.

**FINANCIAL IMPACT:**

Calcium chloride is an annual budget item for the county road department.

**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:**

- 1) I recommend that the Board receive bids for Calcium Chloride - 2025 and return them to the county engineer for review and recommendation.
- 2) If quotes show a clear low quote, the engineer may recommend award at the Board meeting after opening the quotes.

**ACTION REQUIRED / PROPOSED MOTION:**

- 1) Motion to receive bids for Calcium Chloride - 2025 and return them to the county engineer for review and recommendation.
- 2) Motion to award bid if low quote is clearly determined by bid results.

TABULATION OF BIDS

LETTING: TUES. 8/13/24 CALCIUM CHLORIDE LETTING  
 2024-2025 SEASON  
 WOODBURY COUNTY, IOWA

NOTE: IN CASE OF MATHEMATICAL ERROR, UNIT PRICE SHALL GOVERN

PROPOSAL GUARANTY		** QUANTITIES **		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Egan Supply		22	**	\$	\$	\$	\$	\$	\$
13838 Industrial		44	**	\$	\$	\$	\$	\$	\$
Omaha, NE 68127		22	**	\$	\$	\$	\$	\$	\$
TOTAL WOODBURY COUNTY 88 TON		88	**	\$	\$	\$	\$	\$	\$

PROPOSAL GUARANTY		** QUANTITIES **		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Farmers Feed & Supply		22	**	\$	\$	\$	\$	\$	\$
602 Main St		44	**	\$	\$	\$	\$	\$	\$
Boyden, IA 51234		22	**	\$	\$	\$	\$	\$	\$
TOTAL WOODBURY COUNTY 88 TON		88	**	\$	\$	\$	\$	\$	\$





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

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

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

**WORDING FOR AGENDA ITEM:**

Award bids for a precast RCB culvert to replace 12' reinforced concrete slab located on 220th St.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The secondary road department looks to replace a bridge located on 220th St. located East of Hancock Ave. with a precast box culvert

**BACKGROUND:**

The existing bridge is in poor condition and needs replaced. The existing bridge will be replaced with a RCB Culvert.

**FINANCIAL IMPACT:**

The culvert is paid for with local 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 of supervisors look over the bids for a precast box culvert. If quote shows a clear low quote, the engineer may recommend award at the Board meeting after opening the quotes.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to award bid if low quote is clear determined by bid results

# Quote # 24-4226



**oldcastleinfrastructure.com**  
**Prepared By: Ryan Horn**  
**Phone: (605) 953-6227**  
**Email: ryan.horn@oldcastle.com**

## Discounted

**County:** Woodbury  
**City:** Merville  
**State:** IA  
**Project:** Woodbury Co., Ia - 12 x 7 Precast Box Culvert  
**Engineer:** Unassigned  
**Bid Date:** 8/7/2024 12:00:00 PM

We are pleased to quote the following items for your consideration:

### 12 X 7 PRECAST BOX CULVERT

Product Name	Qty	Sales Price	Total Price
12 X 7 PC BOX CULVERT, 2.5' OVERFILL (4,738 lbs/ft)	42	992.25/ FT	41,674.50
12 X 7 PC BOX END TYPE 1 3:1 SLOPE	2	14,388.50/ EA	28,777.00
10'4" X 3'2" X 1' CURTAIN WALL	2	938.90/ EA	1,877.80
1" X 9.5" DOUBLE EYE TIE - GALVANIZED (EST QTY)	48	71.08/ EA	3,411.84
JOINT MASTIC 1" - PER FOOT (EST QTY)	224	1.24/ FT	277.76
24" FILTER CLOTH - 6oz (EST QTY)	340	0.95/ FT	323.00
		<b>Subtotal</b>	<b>76,341.90</b>
<b>Total Quote \$</b>			<b>76,341.90</b>

Sales tax is not included. Payment terms are NET 30 Days from Invoice Date. All past due accounts are subject to an interest charge based on 18% per annum.

Joint treatments are estimated and are sold by the box or roll. Prices are for material delivered to the job site or as near as truck can get under its own power. The prices and any discounts offered are based on this quote in its entirety. Any changes/reduction in the quantity must be approved by Oldcastle Infrastructure for the prices and discounts to apply.

### Oldcastle Infrastructure Commercial Clarifications

03/23/2022

#### Special Products:

- 1) Any special product(s) and high-volume standards (collectively, "Special Products") will be invoiced on a mutually agreed upon in writing delivery date and ownership transferred, upon Invoicing. Oldcastle Infrastructure, Inc. ("Oldcastle") reserves the right to require full or partial pre-payment for any Special Products ordered.
- 2) Special Products may not be returned.

- 3) If Special Product(s) cannot be accepted within 30 days of invoicing, a 10% storage fee will be assessed monthly unless otherwise agreed upon in writing.
- 4) All Special Products ordered as part of a cash sale must be fully paid prior to production.
- 5) A disposal fee of \$200/ton will be charged for all Special Products on hand over 90 days from the mutually agreed upon delivery date.

**Delivery:**

- 6) The site must be accessible by delivery vehicles under their own power. If the material is to be delivered and set by Oldcastle, acceptability to the site will be determined by the boom operator.
- 7) Freight charges quoted are based on full truckload quantities. Short loads will be subject to additional charges to cover the cost of delivery.
- 8) Deliveries canceled with less than 24 hours' notice are subject to full delivery charge.
- 9) Delivery includes one hour for offloading. Additional time in excess of one hour will be invoiced at an hourly rate.
- 10) A restocking fee of up to 40% may be charged on undamaged, standard products. Freight charges for returned product on Oldcastle equipment will also be applicable.
- 11) All Returns must be approved by Oldcastle. Returns will not be accepted after 90 days from date of purchase.

**Pricing:**

- 12) Oldcastle must be notified if a project requires prevailing wages as additional costs may be applied to the quotation.
- 13) Pricing is valid for **30 days** from the date of this quote.
- 14) A 2% surcharge will be imposed on all Credit Card transactions, which is not greater than our cost of acceptance. A surcharge will not be applied to any ACH or Debit Card transaction.
- 15) Pricing remains valid for 180 days from order confirmation. For orders that have not shipped or transferred ownership to the buyer after 180 days, we reserve the right to implement a 1.5% quarterly price escalation fee.
- 16) If during the performance of this contract the cost of materials significantly increases through no fault of the seller, we reserve the right to equitably adjusted the price of this contract by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 6% experienced by seller from the date of the contract signing.
- 17) Delivery pricing is based on Oldcastle Infrastructure's current fuel surcharge rate and is good for 7 days from the date stated on this Quote. Thereafter, Customer is responsible for paying Oldcastle Infrastructure's fuel surcharge rate in effect on each delivery date. Fuel surcharge rates are derived from pricing, as established by the U.S. Energy Information Administration's Gasoline and Diesel Fuel Index, published at <https://www.eia.gov/petroleum/gasdiesel/>

**Additional Items:**

18) Every effort has been made to provide an accurate take-off however, the quantities are not guaranteed by Oldcastle but provided for the buyer's convenience only. It is the buyer's responsibility to verify the accuracy of the project requirements and quantities. Changes in quantities, dimensions, or specifications from this quote may require an adjustment in price. Buyer agrees to pay per unit price for the actual number of units delivered.

All products and services listed on this Quotation are provided under OLDCASTLE INFRASTRUCTURE, INC's Standard Terms and Conditions located at: <https://oldcastleinfrastructure.com/support/terms-conditions/>

**Company Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_





# QUOTATION

Quote To: Woodbury County Secondary Roads Department  
Sales Rep: Matt Carlson Phone: (605) 201-2537 Email: mcarlson@cemcast.com  
Job Location Merville, IA  
Project: 12x7 Box Culvert

Quote #: 24-1801  
Quote Date: 8/1/2024  
Bid Date: 8/1/2024

Item #	Description	Unit	Quantity	Unit Price	Subtotal	Total
1	12' x 7' Precast Concrete Box Culvert Includes: Tie Bolts, Joint Mastic, and Filter Fabric. 6' barrel section approx. weight = 30,000 lb.	LF	42.00	\$ 1,260.96	\$ 52,960.32	
2	12' x 7' Precast Concrete Box Culvert Includes: Tie Bolts, Joint Mastic, Parapet, and Curtain Wall.	EACH	2.00	\$ 30,668.63	\$ 61,337.26	
<b>TOTAL QUOTATION</b>					<b>\$ 114,297.58</b>	

Material will be sold at the NET quoted prices. Quantities are not guaranteed. The delivery truck must be able to enter/exit the job site under its own power in full truck load quantities with the contractor to unload. 45 minutes of free unload time included. The prices on this quotation do not include sales tax. A restocking fee and haul charge may be applied to returned product. Returns must be approved in advance. A service charge of 1.5% per month will be charged on all past due accounts. This quotation is contingent upon Buyer's acceptance of Seller's Terms and Conditions of Sale, which is available at <https://cemcast.com/wp-content/uploads/2021/09/Terms-and-Conditions-Rev09.07.21-04385391x9FB59.pdf>.

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

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

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

**WORDING FOR AGENDA ITEM:**

Discuss changes to the secondary road dust control policy

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Dust control costs have climbed significantly since 2018, when the county changed the threshold for county provided dust control. Discussion of the program is requested.

**BACKGROUND:**

Since 2018, the price of dust control has increased from around \$0.70 per foot to \$1,70 per foot in FY2024. With upcoming shortfalls in maintaining minimum local levies for secondary roads, some reductions in services need to be considered. Dust control improves quality of life, but not necessarily quality of roads. Some residents don't like chlorides used for dust control and want more blading.

**FINANCIAL IMPACT:**

Projected costs for FY 2025 are to approach \$200,000. 2024 price \$1.70 per foot. 2023 price \$1.58 per foot. 2022 price \$1.30 per foot. 2021 price \$1.05 per foot. 2020 price \$0.98 per foot. 2019 price \$0.93 per foot.

**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:**

Discussion item only at this time. The county road department is going to have to look at reductions due to HF 718 provisions which limit the Board's ability to meet the minimum levy requirements of section 312.2 of the Code of Iowa. This is "low hanging fruit" in regard to reducing some services while impacting minimal miles of the county road system.

**ACTION REQUIRED / PROPOSED MOTION:**

No decision. Discussion only at this time.

Summary Begin 7/1/2019 End 9/30/2021 Refresh

- General
- Profile
- 1099
- Payment Terms
- Addresses
- Contacts
- Contract Tracking
- Notes
- PO Notices
- Payable Entry
- Recurring Payables
- Templates
- History
- Transactions
- Outstanding Payables
- Purchases
- Payments
- Purchase Orders
- Stamped Warrants
- History
- Documents

Payable ID	Commodity	Item Description	P.O. #	Units	Price	Amount	Taxable	Tax	Shipping	Term Discount	Discount Date	Vendor Part #	Balance
1734	NA	Dust Control - Charles Ave.		0.000000	0.000000	2533.30	False	0.00	0.00	0.00	5/29/2020 12		0.00
1733	NA	Dust Control - Buchanan Ave.		0.000000	0.000000	25774.00	False	0.00	0.00	0.00	5/29/2020 12		0.00
1728	NA	Dust Control - 180th & 170th		0.000000	0.000000	6468.00	False	0.00	0.00	0.00	5/29/2020 12		0.00
1727	NA	Dust Control - Glen Ellen		0.000000	0.000000	13312.32	False	0.00	0.00	0.00	5/29/2020 12		0.00
1726	NA	Dust Control - Elk Creek & Bn		0.000000	0.000000	8134.00	False	0.00	0.00	0.00	5/29/2020 12		0.00
1719	NA	Dust Control - Buchanan spout		0.000000	0.000000	4214.00	False	0.00	0.00	0.00	5/27/2020 12		0.00
1690	NA	Charles Ave. Buchanan 120t		0.000000	0.000000	27730.74	False	0.00	0.00	0.00	9/13/2019 12		0.00
1689	NA	Dust Control - Buchanan Ave.		0.000000	0.000000	19530.00	False	0.00	0.00	0.00	9/8/2019 12		0.00
1688	NA	Dust Control - Southridge/Elk		0.000000	0.000000	7953.36	False	0.00	0.00	0.00	9/4/2019 12		0.00
						\$115,649.72		\$0.00	\$0.00	\$0.00			\$0.00

FY 2020

Summary

Begin 7/1/2020 End 6/30/2021 Refresh

General

Profile

1099

Payment Terms

Addresses

Contracts

Contract Tracking

Notes

PO Notices

Payable Entry

Recurring Payables

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History

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Outstanding Payables

Purchases

Payments

Purchase Orders

Stamped Warrants

History

Documents

Payable ID	Type	On Hold	Payable Description	Subject to 109	Total Payable	Discount Date	Discount Take	Total Payment	Balance	Purchase Order	Reference	Single Check
2011	Invoice	<input type="checkbox"/>	Dust Control D-38/220th/Buch	<input type="checkbox"/>	5,831.50	6/22/2021	0.00	5,831.50	0.00			<input type="checkbox"/>
2010 6/24/21	Invoice	<input type="checkbox"/>	Dust Control 170th/180th	<input type="checkbox"/>	8,175.00	6/24/2021	0.00	8,175.00	0.00			<input type="checkbox"/>
2010	Invoice	<input type="checkbox"/>	Dust Control Glen Ellen Rd	<input type="checkbox"/>	13,625.00	6/22/2021	0.00	13,625.00	0.00			<input type="checkbox"/>
2008	Invoice	<input type="checkbox"/>	Dust Control Elk Creek Rd	<input type="checkbox"/>	6,104.00	6/21/2021	0.00	6,104.00	0.00			<input type="checkbox"/>
2006	Invoice	<input type="checkbox"/>	Dust Control - Buchanan Ave	<input type="checkbox"/>	2,943.00	6/18/2021	0.00	2,943.00	0.00			<input type="checkbox"/>
2004	Invoice	<input type="checkbox"/>	Dust Control D12	<input type="checkbox"/>	28,340.00	6/18/2021	0.00	28,340.00	0.00			<input type="checkbox"/>
1990	Invoice	<input type="checkbox"/>	Dust Control Charles Ave	<input type="checkbox"/>	2,834.00	6/15/2021	0.00	2,834.00	0.00			<input type="checkbox"/>
1954	Invoice	<input type="checkbox"/>	Dust Control for Merville Blkto	<input type="checkbox"/>	4,042.50	6/1/2021	0.00	4,042.50	0.00			<input type="checkbox"/>
1910	Invoice	<input type="checkbox"/>	Dust Control for K-64 detour	<input type="checkbox"/>	4,042.50	4/13/2021	0.00	4,042.50	0.00			<input type="checkbox"/>
1904	Invoice	<input type="checkbox"/>	Dust Control Buchanan S of 2	<input type="checkbox"/>	588.00	9/29/2020	0.00	588.00	0.00			<input type="checkbox"/>
1872	Invoice	<input type="checkbox"/>	Dust Control - Charles Ave	<input type="checkbox"/>	2,533.30	8/19/2020	0.00	2,533.30	0.00			<input type="checkbox"/>
1869	Invoice	<input type="checkbox"/>	Dust Control - Glenn Ellen	<input type="checkbox"/>	13,312.32	8/13/2020	0.00	13,312.32	0.00			<input type="checkbox"/>
1868	Invoice	<input type="checkbox"/>	Dust Control - Buchanan Nort	<input type="checkbox"/>	25,774.00	8/12/2020	0.00	25,774.00	0.00			<input type="checkbox"/>
1867	Invoice	<input type="checkbox"/>	Dust Control - 170th & 180th	<input type="checkbox"/>	6,468.00	8/8/2020	0.00	6,468.00	0.00			<input type="checkbox"/>
1866	Invoice	<input type="checkbox"/>	Dust Control - Elk Creek	<input type="checkbox"/>	5,488.00	8/7/2020	0.00	5,488.00	0.00			<input type="checkbox"/>
1865	Invoice	<input type="checkbox"/>	Dust Control - Brickyard	<input type="checkbox"/>	2,646.00	8/7/2020	0.00	2,646.00	0.00			<input type="checkbox"/>
1864	Invoice	<input type="checkbox"/>	Dust Control D38/220th/Buch	<input type="checkbox"/>	5,243.00	8/7/2020	0.00	5,243.00	0.00			<input type="checkbox"/>
1854	Invoice	<input type="checkbox"/>	Dust Control Buchanan Ave	<input type="checkbox"/>	540.00	7/31/2020	0.00	540.00	0.00			<input type="checkbox"/>
1853	Invoice	<input type="checkbox"/>	Dust Control Buchanan Ave	<input type="checkbox"/>	540.00	7/30/2020	0.00	540.00	0.00			<input type="checkbox"/>
1822	Invoice	<input type="checkbox"/>	Dust Control - Buchanan Ave	<input type="checkbox"/>	1,078.00	7/16/2020	0.00	1,078.00	0.00			<input type="checkbox"/>
1820	Invoice	<input type="checkbox"/>	Dust Control - Glenn Ellen, Bu	<input type="checkbox"/>	2,450.00	7/14/2020	0.00	2,450.00	0.00			<input type="checkbox"/>
					\$142,598.12		\$0.00	\$142,598.12	\$0.00			

FY 2021

Summary Begin 7/2/2021 End 6/30/2022

- General
- Profile
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- Payments
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- History
- Documents

Payable ID	Type	On Hold	Payable Description	Subject to 109	Total Payable	Discount Date	Discount Take	Total Payment	Balance	Purchase Order	Reference	Single Check
2227	Invoice	<input type="checkbox"/>	Dust Control - Elk Creek	<input type="checkbox"/>	7,280.00	6/10/2022	0.00	7,280.00	0.00			<input type="checkbox"/>
2228	Invoice	<input type="checkbox"/>	Dust Control - Glenn Ellen	<input type="checkbox"/>	16,770.00	6/10/2022	0.00	16,770.00	0.00			<input type="checkbox"/>
2225	Invoice	<input type="checkbox"/>	Dust Control - Buchanan Sout	<input type="checkbox"/>	6,955.00	6/9/2022	0.00	6,955.00	0.00			<input type="checkbox"/>
2223	Invoice	<input type="checkbox"/>	Lignin dust control/Southwoo	<input type="checkbox"/>	3,120.00	6/8/2022	0.00	3,120.00	0.00			<input type="checkbox"/>
2222	Invoice	<input type="checkbox"/>	Dust Control - 330th St. in Sm	<input type="checkbox"/>	1,560.00	6/8/2022	0.00	1,560.00	0.00			<input type="checkbox"/>
2220	Invoice	<input type="checkbox"/>	Dust Control - Buchanan Nort	<input type="checkbox"/>	34,970.00	6/8/2022	0.00	34,970.00	0.00			<input type="checkbox"/>
2113	Invoice	<input type="checkbox"/>	Dust Control Charles Ave	<input type="checkbox"/>	2,725.00	9/8/2021	0.00	2,725.00	0.00			<input type="checkbox"/>
2111	Invoice	<input type="checkbox"/>	Dust Control Buchanan North	<input type="checkbox"/>	28,667.00	9/7/2021	0.00	28,667.00	0.00			<input type="checkbox"/>
2110	Invoice	<input type="checkbox"/>	Dust Control Buchanan North	<input type="checkbox"/>	2,943.00	9/7/2021	0.00	2,943.00	0.00			<input type="checkbox"/>
2102	Invoice	<input type="checkbox"/>	Dust Control 170th/180th St	<input type="checkbox"/>	8,175.00	8/19/2021	0.00	8,175.00	0.00			<input type="checkbox"/>
2101	Invoice	<input type="checkbox"/>	Dust Control Glen Ellen Rd	<input type="checkbox"/>	13,625.00	8/19/2021	0.00	13,625.00	0.00			<input type="checkbox"/>
2100	Invoice	<input type="checkbox"/>	Dust Control Brickyard/South	<input type="checkbox"/>	2,943.00	8/19/2021	0.00	2,943.00	0.00			<input type="checkbox"/>
2098	Invoice	<input type="checkbox"/>	Dust Control Elk Creek Road	<input type="checkbox"/>	6,104.00	8/18/2021	0.00	6,104.00	0.00			<input type="checkbox"/>
2098	Invoice	<input type="checkbox"/>	Dust Control D-38/220th/Buch	<input type="checkbox"/>	5,831.50	8/16/2021	0.00	5,831.50	0.00			<input type="checkbox"/>
2057	Invoice	<input type="checkbox"/>	Dust Control - Southwood Yes	<input type="checkbox"/>	3,132.50	7/26/2021	0.00	3,132.50	0.00			<input type="checkbox"/>
2028	Invoice	<input type="checkbox"/>	Lignin & soy dust control/Sout	<input type="checkbox"/>	2,834.00	7/2/2021	0.00	2,834.00	0.00			<input type="checkbox"/>
2023	Invoice	<input type="checkbox"/>	Dust Control Brickyard/South	<input type="checkbox"/>	2,943.00	7/1/2021	0.00	2,943.00	0.00			<input type="checkbox"/>
2012-R	Invoice	<input type="checkbox"/>	Lignin dust control applied Jul	<input type="checkbox"/>	-1,308.00	6/25/2021	0.00	0.00	0.00			<input type="checkbox"/>
2012 Southw	Invoice	<input type="checkbox"/>	Dust Control Southwood Park	<input type="checkbox"/>	1,308.00	6/25/2021	0.00	1,308.00	0.00			<input type="checkbox"/>
2012	Invoice	<input type="checkbox"/>	Lignin dust control applied Jul	<input type="checkbox"/>	1,308.00	6/25/2021	0.00	0.00	0.00			<input type="checkbox"/>
					<b>\$168,136.00</b>		<b>\$0.00</b>	<b>\$168,136.00</b>	<b>\$0.00</b>			

FY 2022

Summary Begin 7/1/2022 End 6/30/2023 Refresh

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Payable ID	Type	On Hold	Payable Description	Subject to 109	Total Payable	Discount Date	Discount Take	Total Payment	Balance	Purchase Order	Reference	Single Check
2552	Invoice	<input type="checkbox"/>	Dust Control - 120th to D12. 1	<input type="checkbox"/>	33,022.06	6/13/2023	0.00	33,022.06	0.00			<input type="checkbox"/>
2549	Invoice	<input type="checkbox"/>	Dust Control 120th, Carroll Av	<input type="checkbox"/>	4,582.01	6/12/2023	0.00	4,582.01	0.00			<input type="checkbox"/>
2542	Invoice	<input type="checkbox"/>	Dust Control 180th, 170th	<input type="checkbox"/>	11,218.02	6/8/2023	0.00	11,218.02	0.00			<input type="checkbox"/>
2534	Invoice	<input type="checkbox"/>	Dust Control Buchanan Ave N	<input type="checkbox"/>	1,580.00	6/7/2023	0.00	1,580.00	0.00			<input type="checkbox"/>
2529	Invoice	<input type="checkbox"/>	Dust Control - Charles Ave, C	<input type="checkbox"/>	13,904.03	6/6/2023	0.00	13,904.03	0.00			<input type="checkbox"/>
2513	Invoice	<input type="checkbox"/>	Dust Control - 158th & Benton	<input type="checkbox"/>	4,424.00	5/26/2023	0.00	4,424.00	0.00			<input type="checkbox"/>
2479	Invoice	<input type="checkbox"/>	Dust Control - O'Brien Ave	<input type="checkbox"/>	3,160.01	5/22/2023	0.00	3,160.01	0.00			<input type="checkbox"/>
2474	Invoice	<input type="checkbox"/>	Dust Control - Smithland Park	<input type="checkbox"/>	1,080.00	5/19/2023	0.00	1,080.00	0.00			<input type="checkbox"/>
2472	Invoice	<input type="checkbox"/>	Lignin dust control-3109/Sout	<input type="checkbox"/>	5,580.00	5/19/2023	0.00	5,580.00	0.00			<input type="checkbox"/>
2416	Invoice	<input type="checkbox"/>	Dust Control Carroll Ave/D12/	<input type="checkbox"/>	11,180.00	10/17/2022	0.00	11,180.00	0.00			<input type="checkbox"/>
2405	Invoice	<input type="checkbox"/>	Dust Control - Buchanan to D	<input type="checkbox"/>	14,430.00	9/15/2022	0.00	14,430.00	0.00			<input type="checkbox"/>
2403	Invoice	<input type="checkbox"/>	Dust Control - Dalles Ave N of	<input type="checkbox"/>	1,040.00	9/14/2022	0.00	1,040.00	0.00			<input type="checkbox"/>
2390	Invoice	<input type="checkbox"/>	Dust Control Carroll Ave/120t	<input type="checkbox"/>	11,180.00	9/1/2022	0.00	11,180.00	0.00			<input type="checkbox"/>
2350	Invoice	<input type="checkbox"/>	Dust Control 170th & 180th	<input type="checkbox"/>	10,010.00	8/18/2022	0.00	10,010.00	0.00			<input type="checkbox"/>
2348	Invoice	<input type="checkbox"/>	Dust Control Glen Ellen	<input type="checkbox"/>	16,120.00	8/17/2022	0.00	16,120.00	0.00			<input type="checkbox"/>
2347	Invoice	<input type="checkbox"/>	Dust Control Brickyard/South	<input type="checkbox"/>	3,510.00	8/17/2022	0.00	3,510.00	0.00			<input type="checkbox"/>
2346	Invoice	<input type="checkbox"/>	Dust Control Buchanan Ave S	<input type="checkbox"/>	6,955.00	8/17/2022	0.00	6,955.00	0.00			<input type="checkbox"/>
2345	Invoice	<input type="checkbox"/>	Dust Control Elk Creek	<input type="checkbox"/>	7,280.00	8/17/2022	0.00	7,280.00	0.00			<input type="checkbox"/>
2305	Invoice	<input type="checkbox"/>	Dust Control - Charles Ave S	<input type="checkbox"/>	3,640.00	7/29/2022	0.00	3,640.00	0.00			<input type="checkbox"/>
2304	Invoice	<input type="checkbox"/>	Dust Control - Buchanan Ave	<input type="checkbox"/>	34,370.00	7/29/2022	0.00	34,370.00	0.00			<input type="checkbox"/>
2287	Invoice	<input type="checkbox"/>	Dust Control - Humbolt Ave	<input type="checkbox"/>	640.00	7/14/2022	0.00	640.00	0.00			<input type="checkbox"/>
					<b>\$254,759.20</b>		<b>\$0.00</b>	<b>\$254,759.20</b>	<b>\$0.00</b>			

FY 2023

Summary Begin 7/1/2023 End 6/30/2024 Refresh

Payable ID	Type	On Hold	Payable Description	Subject to 109	Total Payable	Discount Date	Discount Take	Total Payment	Balance	Purchase Order	Reference	Single Check	Pos
2816	Invoice	<input checked="" type="checkbox"/>	AMZ Materials	<input checked="" type="checkbox"/>	4,590.01	5/19/2024	0.00	4,590.01	0.00			<input checked="" type="checkbox"/>	
2815	Invoice	<input type="checkbox"/>	Dust Control - 140th S/C/Ville	<input type="checkbox"/>	6,200.00	6/19/2024	0.00	6,200.00	0.00			<input type="checkbox"/>	
2812	Invoice	<input type="checkbox"/>	Dust Control - Buchanan Ave	<input type="checkbox"/>	37,230.06	6/14/2024	0.00	37,230.06	0.00			<input type="checkbox"/>	
2801	Invoice	<input type="checkbox"/>	Dust Control - Mason Ave	<input type="checkbox"/>	850.00	6/11/2024	0.00	850.00	0.00			<input type="checkbox"/>	
2800	Invoice	<input type="checkbox"/>	Dust Control - Calhoun Ave	<input type="checkbox"/>	3,740.01	6/11/2024	0.00	3,740.01	0.00			<input type="checkbox"/>	
2793	Invoice	<input type="checkbox"/>	Dust Control 170th & Brickyar	<input type="checkbox"/>	5,610.01	6/7/2024	0.00	5,610.01	0.00			<input type="checkbox"/>	
2792	Invoice	<input type="checkbox"/>	Dust Control Glen Ellen Road	<input type="checkbox"/>	22,610.03	6/7/2024	0.00	22,610.03	0.00			<input type="checkbox"/>	
2791	Invoice	<input type="checkbox"/>	Dust Control 180th St Buchan	<input type="checkbox"/>	11,560.02	6/7/2024	0.00	11,560.02	0.00			<input type="checkbox"/>	
2780	Invoice	<input type="checkbox"/>	Dust Control Elk Creek going	<input type="checkbox"/>	9,620.01	6/7/2024	0.00	9,620.01	0.00			<input type="checkbox"/>	
2769	Invoice	<input type="checkbox"/>	Dust Control Barker Ave S of	<input type="checkbox"/>	3,230.00	6/5/2024	0.00	3,230.00	0.00			<input type="checkbox"/>	
2768	Invoice	<input type="checkbox"/>	Dust Control Buchanan Ave S	<input type="checkbox"/>	8,840.01	6/5/2024	0.00	8,840.01	0.00			<input type="checkbox"/>	
2767	Invoice	<input type="checkbox"/>	Dust Control East/West end o	<input type="checkbox"/>	2,380.00	6/5/2024	0.00	2,380.00	0.00			<input type="checkbox"/>	
2766	Invoice	<input type="checkbox"/>	Lignin dust control-2500/Sout	<input type="checkbox"/>	4,250.00	6/5/2024	0.00	4,250.00	0.00			<input type="checkbox"/>	
2704	Invoice	<input type="checkbox"/>	Dust Control - Calhoun Ave, 3	<input type="checkbox"/>	3,740.01	5/15/2024	0.00	3,740.01	0.00			<input type="checkbox"/>	
2700	Invoice	<input type="checkbox"/>	Dust Control - Calhoun Ave/ 3	<input type="checkbox"/>	3,740.01	3/15/2024	0.00	3,740.01	0.00			<input type="checkbox"/>	
2697	Invoice	<input type="checkbox"/>	Dust Palliative	<input type="checkbox"/>	1,980.00	12/1/2023	0.00	1,980.00	0.00			<input type="checkbox"/>	
2687	Invoice	<input type="checkbox"/>	Dust Control - Charles Ave &	<input type="checkbox"/>	10,540.02	9/12/2023	0.00	10,540.02	0.00			<input type="checkbox"/>	
2683	Invoice	<input type="checkbox"/>	Dust Control - D12	<input type="checkbox"/>	17,696.03	9/7/2023	0.00	17,696.03	0.00			<input type="checkbox"/>	
2620	Invoice	<input type="checkbox"/>	Dust Control 158th & Benton	<input type="checkbox"/>	4,760.00	8/10/2023	0.00	4,760.00	0.00			<input type="checkbox"/>	
2613	Invoice	<input type="checkbox"/>	Dust Control - 140th St	<input type="checkbox"/>	3,908.74	8/3/2023	0.00	3,908.74	0.00			<input type="checkbox"/>	
					<b>\$166,974.97</b>		<b>\$0.00</b>	<b>\$166,974.97</b>	<b>\$0.00</b>				

FY 2024

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

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

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

**WORDING FOR AGENDA ITEM:**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

**BACKGROUND:**



**FINANCIAL IMPACT:**

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

Yes  No

**RECOMMENDATION:**

**ACTION REQUIRED / PROPOSED MOTION:**



COMMUNITY SERVICES

# Our Purpose:

The purpose of Agape Community Services, as a Christ-centered non-profit organization, is for the exclusive purpose of providing charitable services primarily focused on addiction recovery, transitional housing and related services.



# Our Focus:

The focus of Agape Community Services is aiding homeless and pre/post incarcerated people to transition back into society by providing addiction recovery, transitional housing and related services.

The population we plan to serve not only includes those trapped in addiction, the homeless and the formerly incarcerated but also those afflicted with mental illness.



# Why Agape is Different?

We combine Cognitive Behavior Therapy (CBT) with a Faith-based foundation to create a successful addiction recovery model.

- A therapeutic community has a 74 percent success rate.
- Long term communities of 9 months or more has anywhere from a 75-92% percent rate of success depending on the study.
- Faith based therapeutic communities have a 85% success rate consistently across all factors.



# OUR PROCESS



Intake



Housing



Evaluation



Mental Health  
Referral



Addiction  
Restoration



Education and  
Training



Wellness  
Habits



# Where Are We In The Process?

- Board of Directors selected: made up of representatives from local Siouxland churches
- New website is launched: [www.agapesiouxland.com](http://www.agapesiouxland.com)
- Finalized land purchase agreement with the City of Sioux City Council and passed Planning & Zoning Commission
- Updated Agape Community Services Constitution & Bylaws
- Ongoing building design & planning with CMBA Architects & McClure Engineering
- Working with a grant writer to secure additional sources of income from state & federal sources
- Beginning capital campaign fundraising
- Hired an Executive Director
- Hired a fundraising non-profit consultant





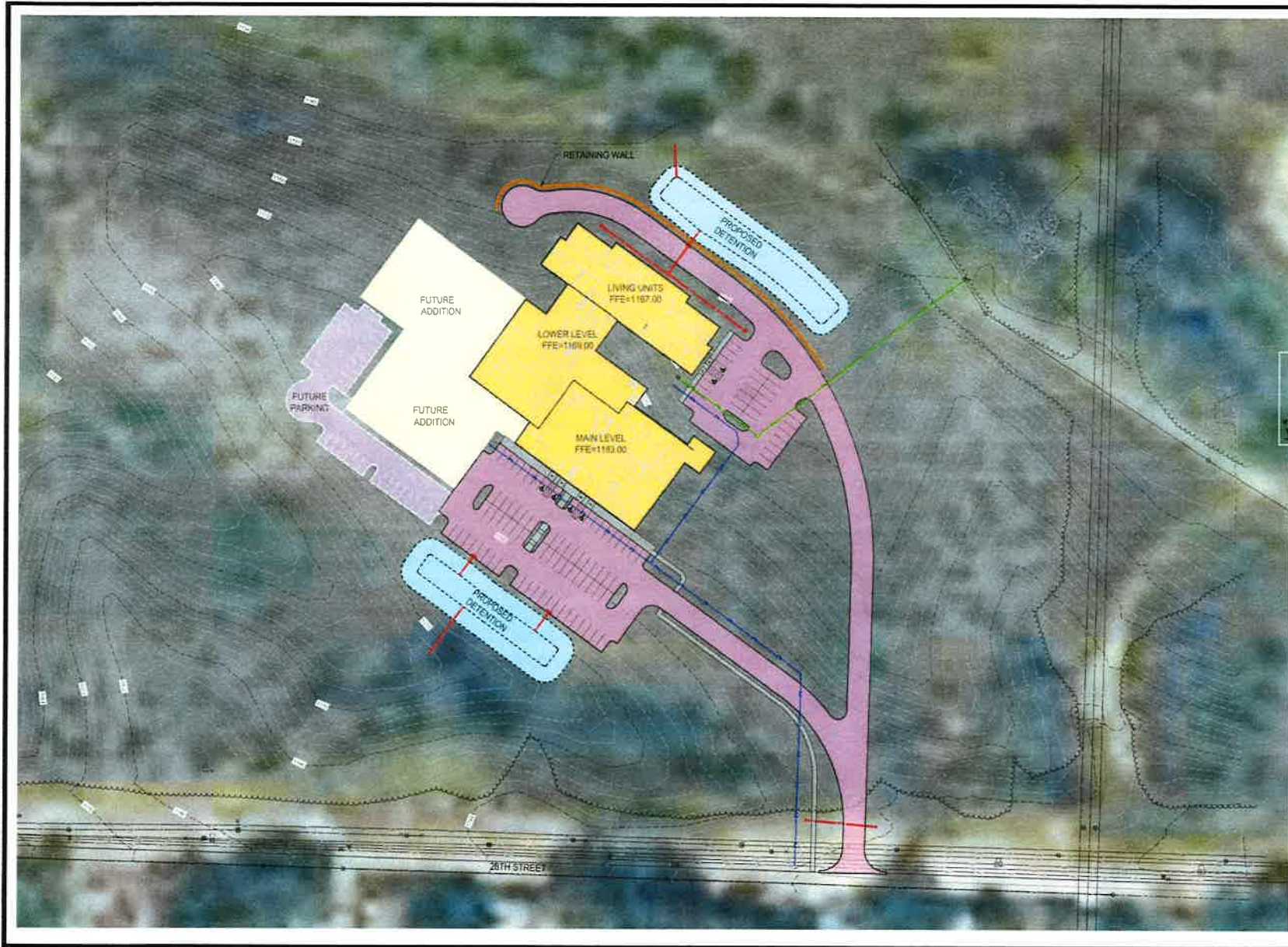


**NEW**  
**WOODBURY COUNTY LAW ENFORCEMENT CENTER**

**38.8 ACRES**  
**AGAPE COMMUNITY SERVICES BUILD SITE**







making lives better  
 1340 NW 121st Street  
 Orem, Iowa 50025  
 515-764-1229  
 fax 515-764-2370

**NOTICE**  
 The U.S. Environmental Protection Agency and all other governmental agencies, including the State of Iowa, are hereby notified that the information contained herein was prepared by the undersigned and is for their use only and is not to be used for any other purpose without the written consent of the undersigned.

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**PRELIMINARY**

**SITE LAYOUT**



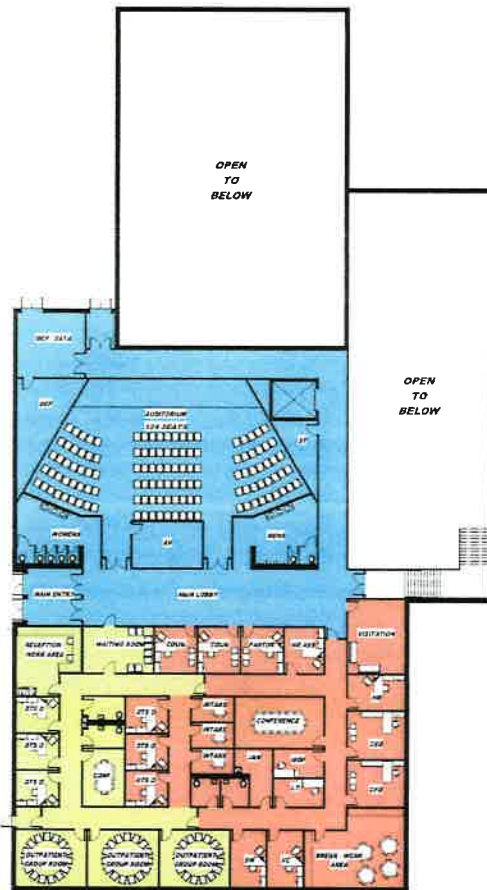
**AGAPE COMMUNITY SERVICES**  
 MOORE CITY, IA  
 2022001445  
 MARCH 24, 2022

DESIGNED BY: T. SMITH  
 CHECKED BY: [Signature]  
 DRAWN BY: DSH  
 MOORE CITY, IA

# Agape Community Services New Facility

## AREA LEGEND

- ADMINISTRATION
- COMMUNITY AREA
- LIVING UNITS
- OUTPATIENT



**MAIN LEVEL**



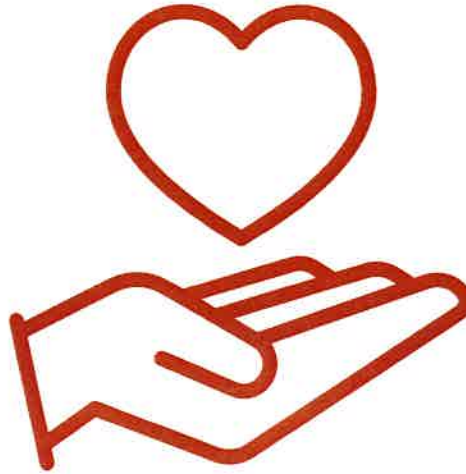
**LOWER LEVEL**

**Draft Print**

03/22/2024 9:13:06 AM







## Ways To Give:

- Mail checks to Agape Community Services, 2000 Leech Avenue, Sioux City, IA 51106
- Give online through Subsplash: <https://subsplash.com/u/-Q56CRB/give>
- Venmo:



**venmo**



## WHY OUR PROGRAM IS DIFFERENT

We know that the only way to true freedom is through Christ and the renewing of our mind. If we do not fill the person's life with Christ, the result is relapse. While in our intense program patients will address:

- **Trauma**

*Exploring adverse experiences in people's lives*

- **Thinking Errors/Core Beliefs**

*Wrong ways of thinking/Lies one believes*

- **Spiritual Truths/Biblical Counseling**

*Learning what Jesus says and living by it*

- **Accountability**

*Being responsible and answerable for goals, actions, and outcomes*

- **Relationships/Pro-Social Skills**

*How to communicate well and do life with others*

- **Community Support**

*Learning how to get involved, volunteer, and build a new community around themselves.*

- **Rational Thinking**

*Examining thoughts before making decisions*

- **Ending Violence**

*Challenging belief systems to get to root issues*

- **Discipleship**

*Giving back and walking beside others  
(The student becomes the teacher)*

By starting with men, the leaders of the house, we will impact families with these changes.

## AGAPE

**Can you imagine** a city where people are free from strongholds and live in freedom instead?

**Can you imagine** people who thirst for Christ and His Love instead of drugs, alcohol, porn, and criminal activity?

*"When an impure spirit comes out of a person, it goes through arid places seeking rest and does not find it. Then it says, 'I will return to the house I left.' When it arrives, it finds the house swept clean and put in order. Then it goes and takes seven other spirits more wicked than itself, and they go in and live there. And the final condition of that person is worse than the first."*

*Luke 11:24-26 NIV*

At **Agape Community Services**, we have big dreams - dreams of ending violence, raising men as leaders, setting them free from strongholds, and breaking chains of bondage of any kind.

The focus of the program includes overcoming these strongholds by teaching people through evidence-based programs utilizing Cognitive Behavior Therapy (renewing of the mind) and building a spiritual life through biblical counseling.

This process is the heart of **Agape Community Services** in our nine-months to a year or longer program.

*Agape*  
COMMUNITY SERVICES





## STRUCTURE

### ○ Therapeutic Community

People living together in a community that holds each other accountable, works intentionally on behaviors and issues, and raises up those struggling in life to not only be healed, but to become active participants and leaders who raise up those who come behind them. Residents share personal information about themselves within the community to help themselves and others in the change process. They also hold each other accountable for unacceptable behavior. Community discussions are crucial to successful treatment. Meetings can be positive, intense, confrontational, and challenging. Peers also provide support and encouragement to one other.

### ○ Spiritual Groups

Guiding residents through structured activities, exercises, scripture, and interactive journaling. The group assists members in growing in their relationships with God. Participants are led through the five-stage *Trans-theoretical Model of Behavior Change* to help create goals and live the transforming good news of salvation through Jesus Christ.

### ○ Small Groups

Providing for each resident to share his challenges in recovery with his fellow participants on a more intimate level. In sharing, he learns there is nothing he has experienced other group members have not encountered.

### ○ Module Groups

Emphasizes learning skills and putting these skills into action. Module groups are designed to assist participants in learning critical thinking and problem-solving skills.

### ○ Mutual Help Groups

Celebrate Recovery is a Christ-centered, 12-step recovery program for anyone struggling with a hurt, pain, or addiction of any kind. Celebrate Recovery is a safe place to find community and freedom from life controlling issues. Upon completion, meetings are readily available to anyone who wishes to attend. These meetings can provide unconditional support in a time of crisis when a participant is in society and does not have peers or community professionals readily available to him.

### ○ Casework one-on-one

Residents regularly meet with their primary counselor who formulates an individualized treatment plan. Participants discuss questions during this time, set goals, and evaluate progress.

### ○ Additional Classes

Including fitness and life-building skills as they are available.



For questions OR to make a donation  
Email: [AgapeCommunityServices.ia@gmail.com](mailto:AgapeCommunityServices.ia@gmail.com)

Teri Quintana  
Rachelle Rawson

712-899-0920  
P.O. Box 5051 • Sioux City, IA 51102

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<https://secure.subsplash.com/ui/access/Q56CRB>

## PHASES

Each phase is approximately four months

### PHASE 1

#### ORIENTATION

Residents must demonstrate their commitment and motivation to change their addiction behavior and criminal thinking.

### PHASE 2

#### CORE

Residents continue to develop a plan of recovery that is shown in their thinking, behavior, attitude, and respect towards others. Participants receive constant feedback about their progress. Detailed feedback will be given every two months and specific plans for improvement will be given to any who are struggling.

### PHASE 3

#### TRANSITION

Residents prepare for maintaining and sustaining their recovery through learned skills in high-risk situations that lead to drug use, weighing the costs of the criminal lifestyle and participating in an intense exploration of the pain they caused others. Finally, they will be given the skills to obtain employment and develop a balanced lifestyle, which includes physical, emotional, and spiritual avenues to cope with stress.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JAN 17 2020**

AGAPE COMMUNITY SERVICES INC  
C/O HEARTLAND CHURCH  
2201 WEST 19TH STREET  
SIOUX CITY, IA 51103-0000

Employer Identification Number:  
84-3993872  
DLN:  
26053754002129  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a) (2)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
March 15, 2019  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

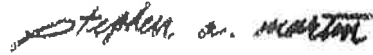
If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

AGAPE COMMUNITY SERVICES INC

Sincerely,

A handwritten signature in cursive script, appearing to read "Stephen A. Martin".

Director, Exempt Organizations  
Rulings and Agreements



# Executive Director

## Role and Responsibilities:

- **Leadership and Vision:** Provide visionary leadership and strategic direction to achieve the organization's mission and objectives.
- **Organizational Development:** Develop and implement organizational policies, procedures, and structures to ensure operational efficiency and effectiveness.
- **Fundraising and Development:** Lead fundraising efforts, cultivate relationships with donors, and secure funding to support the organization's programs and initiatives.
- **Financial Management:** Oversee budgeting, financial planning, and financial reporting to ensure fiscal responsibility and sustainability.
- **Program Development and Implementation:** Collaborate with stakeholders to design, implement, and evaluate programs that align with the organization's mission and address community needs.
- **Staff and Volunteer Management:** Recruit, hire, and manage a high-performing team of staff and volunteers, fostering a culture of collaboration, innovation, and excellence.
- **Community Engagement:** Build and maintain relationships with community partners, stakeholders, and other relevant organizations to enhance the organization's visibility and impact.
- **Advocacy and Public Relations:** Serve as the primary spokesperson for the organization, advocate for its mission and goals, and represent the organization in various forums and events.







July 12, 2023

Dear Rachelle,

Thank you so much for meeting with us regarding your exciting project for Slouxland! This is an enormous undertaking that will have a significant impact. We are so humbled and blessed to have this opportunity. We would love to collaborate with you and your board to bring your vision to reality. Doing His work will never be easy, but it is so rewarding.

We have included a professional fee proposal as requested for the scope of work discussed during our meeting. Please let me know if you have any questions or concerns regarding our understanding of the work and our plan to assist you during this initial project design work.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Brian N. Crichton'.

Brian N. Crichton, AIA  
President/CEO

Cc: Terry Glade  
Lee Beukelman



**CONFIDENTIAL FEE PROPOSAL**  
**Agape Community Services – Conceptual Planning of New Campus**  
July 12, 2023

**PROJECT UNDERSTANDING**

Agape Community Services intends to hire an architectural firm to assist in the planning, fundraising, design, and construction of a new Christ-Centered Community Treatment Center & Campus. This new campus will initially serve the men of Siouxland but will continue to add services for women and teens as programming develops. The new campus will be located on property near the new Woodbury County Correctional Facility on the eastern edge of Sioux City. Over time, it is envisioned that vocational training and education will be included to provide job-training and skill development for those in the treatment programs. If CMBA is selected, we will work with you to determine the vision and goals of your new campus and how that becomes a reality here in Siouxland.

**PREDESIGN AND FUNDRAISING SUPPORT SERVICES**

Based upon our interpretation of the information provided, CMBA proposes an **Hourly Not to Exceed Fee of \$3,000.00** for our Pre-design and Fundraising Support services. CMBA has a long and rich history of helping Christ-Centered organizations, and we want to be a part of this highly impactful endeavor. We know that our actual time to complete this work will greatly exceed the proposed fee, but we believe this project will have a lasting impact on His kingdom - this is what we are all called to do.

We try to limit our initial costs for our clients during this planning and fundraising stage because we know that budgets are tight and the needs are great. Depending on what materials are desired to promote your project, the costs can vary, but we will review with you to stay within your budget. The services provided during this phase are listed below.

1. Facilitate a Board workshop to strategize educational vision, priorities, and goals - **One (1) Meeting**
2. Facilitate a discussion with the Board and key supporters to prioritize needs versus wants - **One (1) Meeting**
3. Attend limited facility tours with staff and board members to review similar facilities and programs - **Two (2) tours anticipated.**
4. Prepare preliminary site and floor plan concepts and overall project estimates.
5. Facilitate a meeting to review options and budgets for final prioritization - **Two (2) Meetings**
6. Prepare the final concept plan and present it to the Board - **One (1) Meeting**
7. Prepare materials for a capital campaign, including rendered images and promotional materials to be used during the initial fundraising efforts.

**DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES**

Upon a successful fundraising campaign, our fees would transition to a percentage fee based on the size of the construction project funded. CMBA requests to understand the full scope of work prior to agreeing to the final fee percentage, but based on the information provided, we propose a fee range of **Percentage of Construction Cost of 6.0-7.0%**.

**SERVICES INCLUDED FOR THESE PROJECTS**

- Architectural Design
- Interior Design
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering

Our fee range does not include site survey, topography or soil testing, and civil engineering as the extent of services required is currently unknown.

**Reimbursable Expense Allowance of 2-3% of Professional Fees** for printing of final contract documents for construction and State Fire Marshal fees.



### 2023 STANDARD BILLING RATES

*Rates are reviewed and adjusted periodically including, but not limited to, calendar year reviews.*

PRINCIPAL .....	\$225
SENIOR ARCHITECT .....	\$180
ARCHITECT III .....	\$170
ARCHITECT II .....	\$150
ARCHITECT I .....	\$120
ARCHITECTURAL DESIGNER II .....	\$100
ARCHITECTURAL DESIGNER I .....	\$90
PROJECT MANAGER III .....	\$150
PROJECT MANAGER II .....	\$130
PROJECT MANAGER I .....	\$110
INTERIOR DESIGNER III .....	\$120
INTERIOR DESIGNER II .....	\$110
INTERIOR DESIGNER I .....	\$90
TECHNICIAN III .....	\$115
TECHNICIAN II .....	\$100
TECHNICIAN I .....	\$90
INTERN .....	\$60
MARKETING SPECIALIST .....	\$140
GRAPHIC DESIGNER .....	\$90
CLERICAL .....	\$80

### STANDARD REIMBURSABLE EXPENSES

- Delivery/Shipping
- Fees/Permits
- Mileage
- Out-of-town Travel (hotel, meals, transportation)
- Printing

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

Date: 08/08/2024

Weekly Agenda Date: 08/13/2024

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervisor Daniel Bittinger

**WORDING FOR AGENDA ITEM:**

Grant partnership opportunity with the Sioux City Symphony Orchestra

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The Sioux City Symphony Orchestra has approach Woodbury County to financially partner with the SCSO in their Community Attractions & Tourism Grant application to the Iowa Department of Economic Development.

A requirement of the grant application is for local city and county governemnts to be a participating financial partner. The SCSO is requesting Woodbury County to support their application with a \$1,000 donation.

The City of Sioux City already contributes to the SCSO out of their yearly operating budget.

The new Gilchrist Musical Education Center will be on the 5th floor of the Orpheum Theater. This new center will have music practice rooms, office space, musicial instrument storage and an orchestra sheet music archive room. Sioux City Community School students and Bishop Heelan students will be able to take advantage of this center once it opens.

See backup materials for more details.

**BACKGROUND:**

See backup materials for details regarding the grant oportunity, contrtuction budget and new Gilchrist Musical Education Center layout.

**FINANCIAL IMPACT:**

The Board of Supervisors could use \$1,000 from Gaming Revenue to fulfill this request for support. The Gaming Revenue fund is a non-property tax based source of revenue for the county.

After this request, the balance of the Gaming Revenue fund for FY 2025 will be at \$313,490.

**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 motion to use \$1,000 from Gaming Revenue to partner with the Sioux City Symphony Orchestra in their grant application to the Iowa Department of Economic Development, in which, they seek to secure a \$200,000 grant to benefit the musical education & development of students in Woodbury County.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve using \$1,000 from Gaming Revenue to support the Sioux City Symphony Orchestra for the construction of a Musical Education Center and sign the resolution of support for the SCSO grant application.

August 1, 2024

Woodbury County Board of Supervisors  
County Courthouse  
620 Douglas Street  
Sioux City, IA 51101

Dear Woodbury County Board of Supervisors,

The Sioux City Symphony Orchestra is eligible to apply for a Community Attractions and Tourism Grant from the Iowa Department of Economic Development. This grant is to go to help fund the SCSO's construction of the Gilchrist Music Education Center. The Music Education Center will be built on the third floor of the Orpheum Building. And enable the Symphony to provide individual and group lessons for hundreds of area students. Additionally, the Gilchrist Music Education Center will house the Symphony's music library, equipment storage and offices for the music director, librarian, and the newly created position of teaching artist.

The Sioux City Symphony Orchestra is respectfully asking the Woodbury County Board of Supervisors to allocate \$1,000 of support to the SCSO, for the construction of the Music Education Center. The support from the County is greatly appreciated and required by the Department of Economic Development in order for the Symphony to qualify for the CAT Grant program.

Thank you for your consideration of this request.

Regards,



David S. Gross  
Executive Director

Enclosures:  
Resolution  
Budget  
Blueprint  
Renderings



---

**SIOUX CITY SYMPHONY ORCHESTRA**

518 Pierce Street  
Sioux City, IA 51101  
p. 712.277.2111  
f. 712.252.0224  
siouxcitysymphony.org

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF WOODBURY COUNTY, IOWA:  
RESOLUTION #**

Community Attractions and Tourism Grant Application  
Gilchrist Music Education Center

**Whereas**, the Sioux City Symphony Orchestra is eligible for Community Attraction and Tourism grant funding from the Iowa Economic Development Authority and;

**Whereas**, the County of Woodbury, is committed to the Gilchrist Music Education Center and;

**Whereas**, the funding requirements are secured with the County of Woodbury committing \$1,000 to support the Gilchrist Music Education Center, and;

**Whereas**, other entities and donors have committed \$966,000 to support the project, now,

**Be It Therefore Resolved** on this 13th Day of August 2024 that the County of Woodbury endorses the application for Community Attraction and Tourism Grant Funding for the project.

WOODBURY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Matthew Ung, Chairman

ATTEST:

\_\_\_\_\_  
Patrick Gill, County Auditor/Recorder



**Gaming Revenues - Projected**  
FY 25

Projected Income & Expense Report for FY 25

Fund Cash Balance on Hand July 1, 2024	438,198
Estimated Revenue for FY 25 (450,000 or 37,500 per month)	450,000
Gaming Revenue - MRHD FY 25(75,000)	75,000
Less Obligated Funds:	

FY 24

Transfers:

Tax Reduction - General Supplemental Fund	300,000	
Debt Service	300,000	
Meals on Wheels (12,760) - FY 25 Approved	12,760	
SRTS (35,948) - FY 25 Approved	35,948	
		<u>648,708</u>

Funds Unallocated for FY 2025 314,490

**Local Option Sales Tax (Infrastructure/Economic Funds) - Projected**

FY 25

Income & Expense Report for FY 25

Fund Cash Balance on Hand July 1, 2024	230,464
Estimated Revenue for FY 2025	
L.O.S.T From State (625,000)	<u>625,000</u>
Total Revenue	855,464

**Obligated Funds:**

FY 24

Transfers: Debt Service - Tax Reduction (250,000)	250,000	
Rural Basic - W.C. Soil Conservation - FY 25 Approved	39,000	
Ag Center (7 of 10 Payments) - FY 25 Approved	150,000	
The Siouxland Initiative (25,000) - FY 25 Approved	25,000	
Western Iowa Tourism (500) - FY 25 Approved	500	
County Fair (32,000) - FY 25 Approved	32,000	
Joint City/County SIMPCO Memberships (7,415) - FY 25 Approved	7,415	
SIMPCO Improvement Regional Housing (19,469) - FY 25 Approved	19,769	
Iowa's West Coast - FY 25 Approved	2,000	
		<u>525,684</u>

Funds Unallocated for FY 2024 329,780



**COMPREHENSIVE PROJECT BUDGET SUMMARY**

Sioux City Symphony Education Center

5/23/2023

CONSTRUCTION COSTS	SD 1		SD 1	SD1
	Quantity	Unit	Unit Cost	Enter date
Building General Construction	2,800	sf	\$180.00	\$504,000.00
Mechanical, Electrical, Plumbing	2,800	sf	\$120.00	\$336,000.00
			<b>SUBTOTAL</b>	<b>\$840,000</b>
Site Development				\$0
High Density Shelving	1	ea	\$26,000	\$26,000
Soundlok Control Rm	1	ea	\$28,120	\$28,120
Soundlok Recording Studio	1	ea	\$48,640	\$48,640
Soundlok Practice Room	2	ea	\$32,680	\$65,360
Instrument Storage Cabinets	1	ea	\$47,000	\$47,000
Contingency				\$50,000
			<b>SUBTOTAL</b>	<b>\$1,105,120</b>
<b>TOTAL CONSTRUCTION W/O CONTINGENCY</b>				<b>\$1,105,120</b>
Design Contingency	0.00%			\$ -
Bid Contingency/Inflation to Bid	5.00%			\$ 55,256
Construction Contingency	0.00%			\$ -
<b>TOTAL CONSTRUCTION W/ CONTINGENCY</b>				<b>\$1,160,376</b>

DEVELOPMENT COSTS		SD1
Land Survey		\$0
Soil Tests		\$0
Construction Period Testing		\$0
Equipment		\$50,000
A/E Fees	6.00%	\$69,623
	<b>SUBTOTAL</b>	<b>\$119,623</b>
Contingency	5.00%	\$ 5,981
<b>TOTAL DEVELOPMENT</b>		<b>\$ 125,604</b>

	SD1
<b>TOTAL PROJECT COST</b>	<b>\$ 1,285,980</b>

**Capital Campaign for the Gilchrist Music Education Center**

**Funds Pledged or Received**

Gilchrist Foundation Initial Gifts	\$ 150,000
Gilchrist Grant	\$ 400,000
Private & Foundation funds	\$ 315,000
Missouri River Historical Development	\$ 101,000
<b>Total Pledged or Received</b>	<b>\$ 966,000</b>

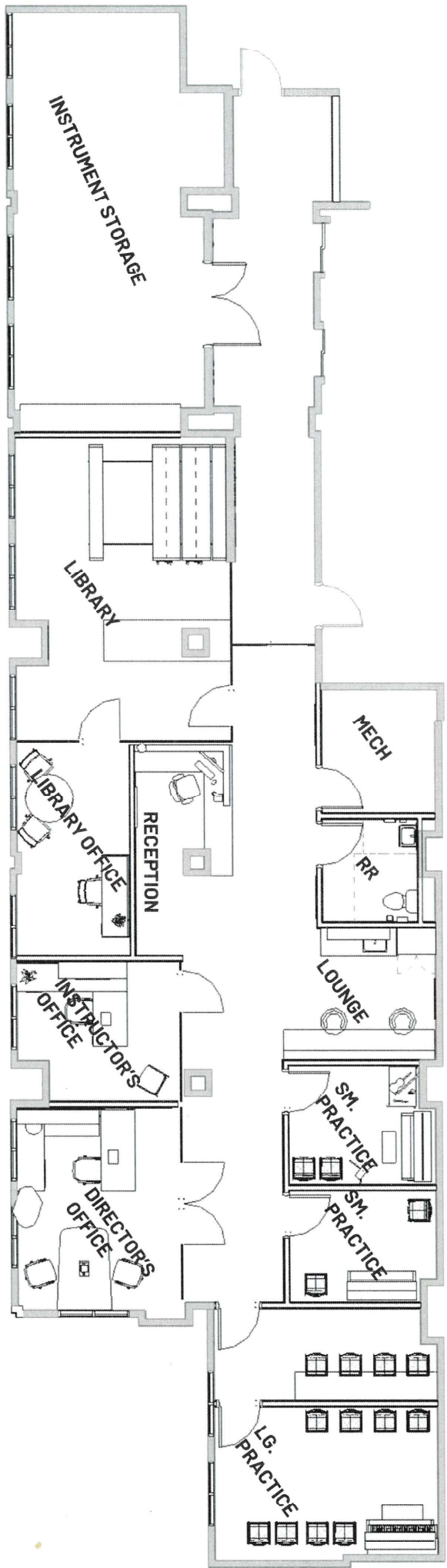
**Funds to be Applied for**

Iowa Department of Economic Development	
CAT Grant	\$ 200,000

**TOTAL OF PLEDGED, RECEIVED & CAT FUNDING** \$1,166,000

**Balance of Funds to be raised** \$119,980

# FLOOR PLAN





BEFORE



DONOR RECOGNITION







AFTER



# BEFORE



SIOUX CITY  
SYMPHONY  
ORCHESTRA





AFTER

SIoux CITY  
SYMPHONY  
ORCHESTRA  
RYAN HASKINS, MUSIC DIRECTOR





**BEFORE**



SIoux CITY  
SYMPHONY  
ORCHESTRA



RECEPTION



AFTER





BEFORE



MUSIC LIBRARY & OFFICE



AFTER





BEFORE



SIoux CITY SYMPHONY ORCHESTRA  
MUSIC CENTER & REHEARSAL CENTER



REHEARSAL CENTER & LOUNGE



AFTER





BEFORE

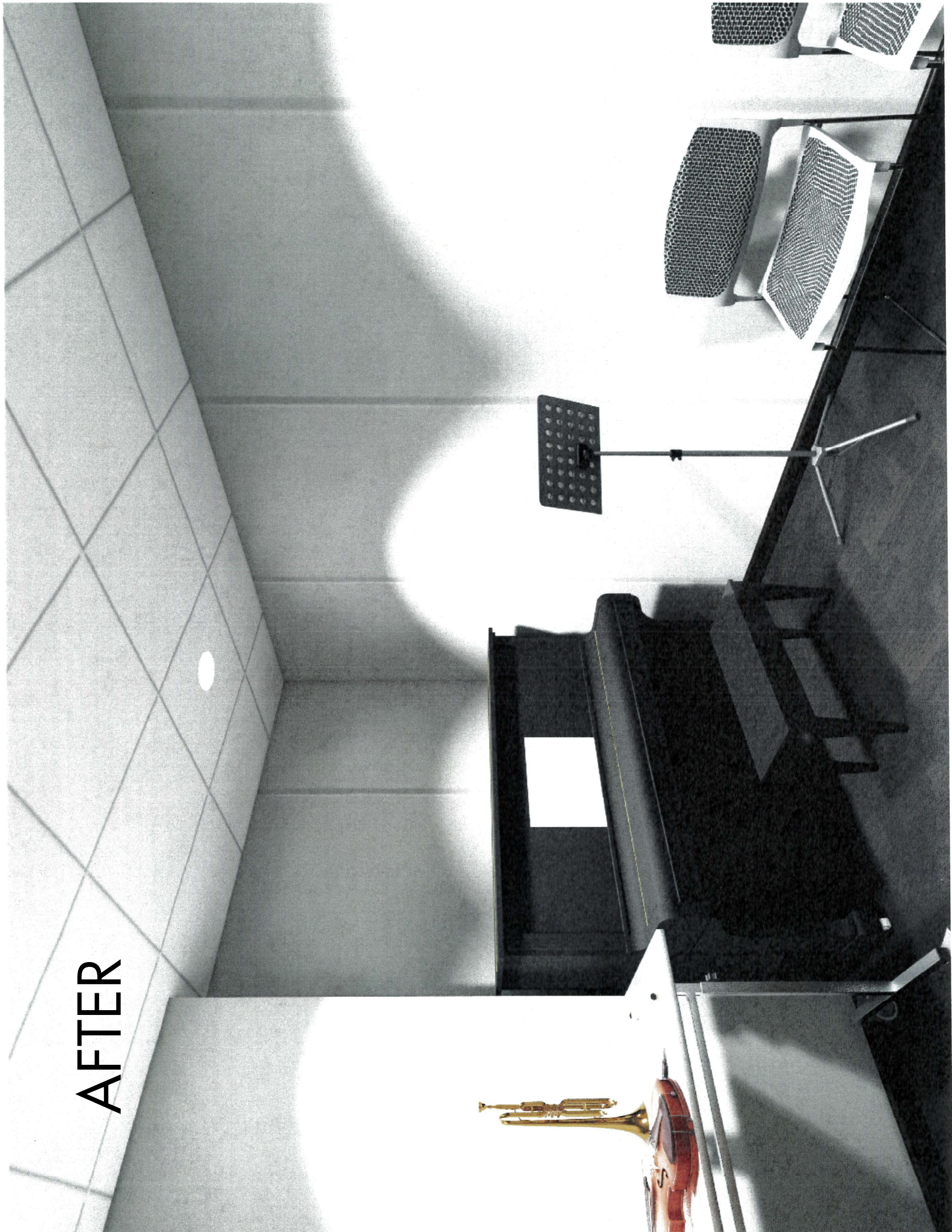


SIoux CITY SYMPHONY ORCHESTRA



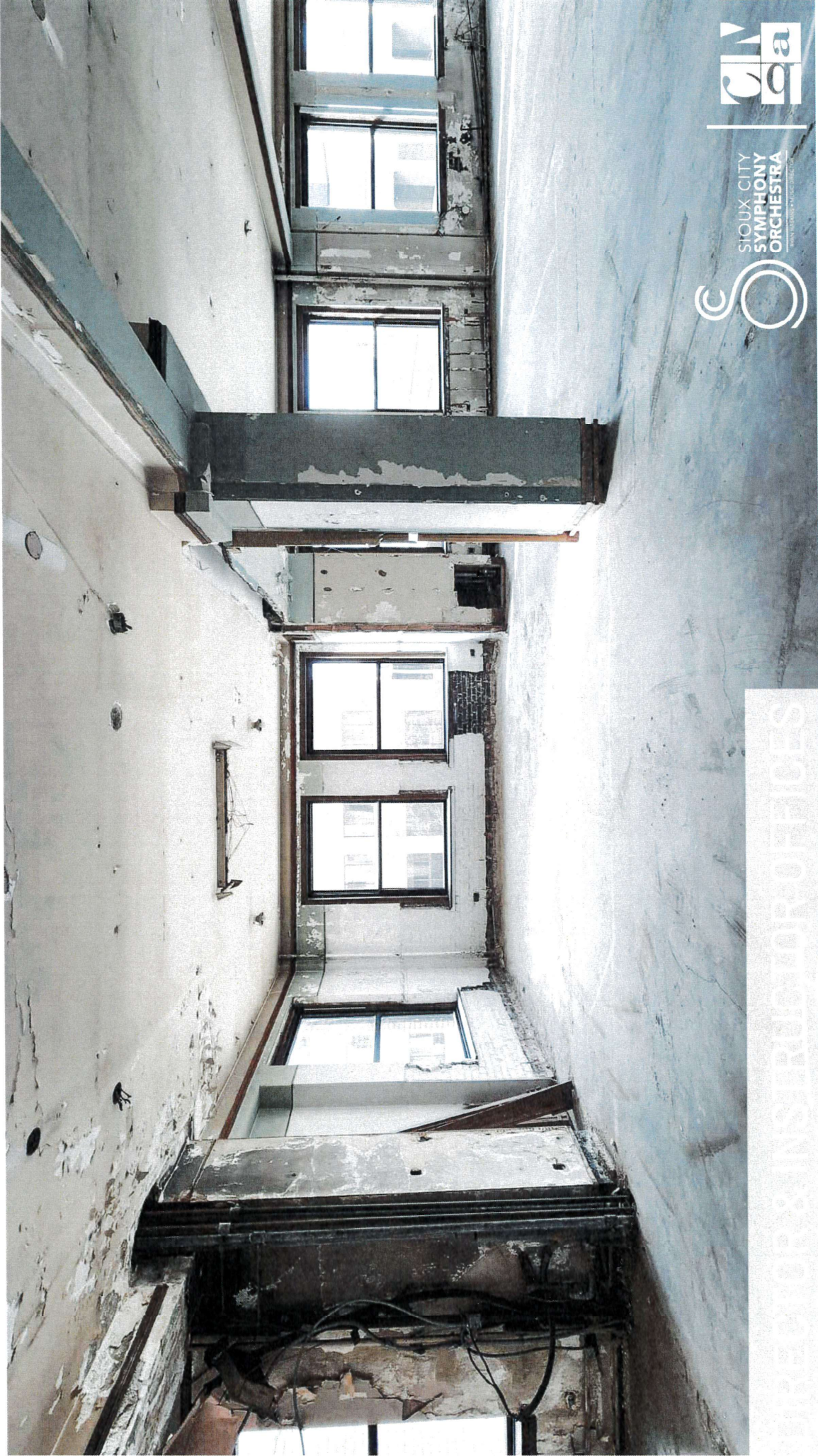


AFTER





BEFORE



SIoux CITY  
SYMPHONY  
ORCHESTRA



DIRECTOR & INSPECTOR OFFICES





AFTER



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

Date: 08/09/2024

Weekly Agenda Date: 08/13/2024

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervisor Nelson & Bittinger

**WORDING FOR AGENDA ITEM:**

Direct County Staff To Review Wind Energy Conversion Systems (WECS) Ordinance

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The rural residents of Woodbury County have petitioned the Board of Supervisors to review the setbacks, decommissioning requirements and permitting for WECS in Woodbury County.

**BACKGROUND:**

Rural residents have presented new blade-throw information, referenced other counties updated WECS ordinances, and have provided new safety concerns per safety data sheets of WECS.

**FINANCIAL IMPACT:**

N/A

**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:**

Direct county staff to review the current WECS ordinance in light of the newly presented information.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to direct county staff to study & review for potential changes to the WECS ordinance.