



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(SEPTEMBER 10) (WEEK 37 OF 2024)**

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

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Matthew A. Ung
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held September 10, 2024, at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

This is a formal meeting during which the Board may take official action on various items of business. Members of the public wishing to speak on an item must follow the participation rules adopted by the Board of Supervisors.

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

AGENDA

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

1. Approval of the agenda Action

Consent Agenda

Items 2 through 6 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

2. Approval of the minutes of the September 3, 2024 meeting
3. Approval of claims
4. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process
5. Secondary Roads – Mark Nahra
Approval of the permit to work in the right of way for E.B. Baker

6. Board Administration – Karen James
Approval of resolution for abatement of taxes for Abune Aregawi Tigray Orthodox Tewahdo Church

End Consent Agenda

7. Building Services – Kenny Schmitz
Approval of an emergency generator service contract and annual payment option with Ziegler-Cat Action
8. County Auditor/Recorder – Patrick Gill
Approval to purchase a plotter/scanner to replace current equipment for GIS/Mapping needs Action
9. Secondary Roads – Mark Nahra
 - a. Receive bids for crack routing and sealing and return them to the county engineer for review and recommendation Action
 - b. Award bid if low quote is clearly determined by bid results Action
 - c. Receive bids and award bid if low quote is clearly determined by bid results for crane rental setting the precast box culvert replacement for county bridge U-137 FHWA #350913 Action

Recess Board of Supervisors Meeting

Convene Bennett McDonald Levee & Wolf Creek Drainage Districts Trustees Meeting

10. ISG – Caleb Rasmussen & Secondary Roads – Mark Nahra
Approval to direct the drainage engineer to file a written request to the Corps of Engineers to address repairs to the Bennett McDonald Smithland levee district Action

Adjourn Bennett McDonald Levee & Wolf Creek Drainage Districts Trustees Meeting

Continue Board of Supervisors Meeting

11. Board of Supervisors – Matthew Ung & Daniel Bittinger
Authorize the Chairman to sign agreement for hospital morgue use with Unity Point Health – Sioux City Action
12. Reports on Committee Meetings Information
13. Citizen Concerns Information
14. Board Concerns Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- WED., SEP 11** **7:30 a.m.** SIMPCO Executive-Finance Committee Meeting, 6401 Gordan Drive
- 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., SEP 12** **12:00 p.m.** SIMPCO Board of Directors, 6401 Gordon Drive
- WED., SEP 18** **12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., SEP 19** **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., SEP 20** **12:00 p.m.** Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
- MON., SEP 23** **6:00 p.m.** Zoning Commission Meeting, Courthouse Basement Boardroom
- WED., SEP 24** **2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., SEP 26** **10:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 6401 Gordan
- 11:15 a.m.** Western Iowa Community Improvement Regional Housing Trust Fund Meeting, 6401 Gordan
- WED., OCT 2** **4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., OCT 3** **12:00 p.m.** SIMPCO Regional Policy & Legislative Affairs Committee Meeting, 6401 Gordan Drive
- MON., OCT 7** **6:00 p.m.** Board of Adjustment meeting, Courthouse Basement Boardroom
- WED., OCT 9** **7:30 a.m.** SIMPCO Executive Finance Committee Meeting, 6401 Gordan Drive
- 8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- 10:00 a.m.** STARComm Board Meeting, The Security Institute, WIT Campus
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- THU., OCT 10** **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.

SEPTEMBER 3, 2024, THIRTY-SIXTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, September 3, 2024, at 4:00 p.m. Board members present were Ung, Radig, Taylor, Bittinger II, and Nelson. Staff members present were Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, and Patrick Gill, Auditor/Clerk to the Board.

Motion by Taylor second by Radig to go into closed session per Iowa Code Section 21.5(1)(a). Carried 3-0 on a roll call vote; Ung and Nelson were not present.

Motion by Taylor second by Bittinger to go out of closed session per Iowa Code Section 21.5(1)(a). Carried 3-0 on a roll call vote; Ung and Nelson were not present.

Motion by Taylor second by Bittinger to approve \$400.00 for assistance if the conditions agreed to are met by the appellant. Carried 2-1 with Radig opposed; Nelson and Ung were not present.

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 Taylor to approve the agenda for September 3, 2024. Carried 5-0. Copy filed.

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

2. To approve minutes of the August 27, 2024, meeting. Copy filed.

3. To approve the claims totaling \$602,576.77. Copy filed.

4a. To approve the appointment of Lexi Thompson, Civilian Jailer, County Sheriff Dept., effective 09-16-2024, \$24.57/hour. Job Vacancy Posted 5/21/2024. Entry Level Salary: \$24.57/hour.; the appointment of Melody Ress, Civilian Jailer, County Sheriff Dept., effective 09-16-24, \$24.57/hour. Job Vacancy Posted 05/21/2024. Entry Level Salary: \$24.57/hour.; the appointment of Lisa Anderson, Temp Secretary, Human Resources Dept., effective 09-09-2024, \$28.72/hour. Job Vacancy Posted 08/20/2024. Entry Level Salary: \$28.72/hour.; the transfer of Vy Trobaugh-Huynhle, Senior Clerk, Human Resources Dept., effective 09-16-2024, \$22.92/hour, 16%=\$3.68/hour. Transfer from Treasurer’s Office to HR.; the appointment of Bandon Pollema, Paramedic, Emergency Services Dept., effective 09-09-2024, \$25.23/hour. Job Vacancy Posted 05/13/2023. Salary: \$25.23/hour.; and the separation of Michelle Kyle, Paramedic, Emergency Services Dept., effective 08-28-2024. Separation. Copy filed.

4b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Clerk II, County Treasurer Dept. AFSCME Courthouse: \$19.24/hour; and Paramedic, Emergency Services Dept. \$26.84/hour. Copy filed.

5. To approve to set dates and times for 3 public hearings for the consideration of proposed amendments/revisions to Woodbury County Ordinance #56: An Ordinance regulating commercial wind energy conversion systems in unincorporated Woodbury County for 9/17/24 at 4:45 p.m., 9/24/24 at 4:45 p.m., and 10/01/24 at 4:45 p.m. Copy filed.

6. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Rolling Hills Community Services Region, parcel #894710401001.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,790
RESOLUTION APPROVING ABATEMENT OF TAXES**

WHEREAS, Rolling Hills Community Services Region is the titleholder of real estate Parcel #894710401001 located in Woodbury County, Iowa and legally described as follows:

Parcel #894710401001

LL-SC COMM 89-47 AN IRREG TCT BEG AT SW CORNER NW SE THEC N 634.78 FT THEC E 33 FT TO PT OF BEG: THEC CONT N 319.83 FT THEC NELY 67.83 FT THEC SELY 66.65 FT THEC CONT SELY 245.75 FT THEC S 146.76 FT TO N LINE PATRICIA A THOMPSON 3RD ADDN THEC W 180 FT TO PT OF BEG NW SE 10-89-47

WHEREAS, the above-stated property has an unpaid balance of taxes owing, and the parcel is owned by a political subdivision of the state; and

WHEREAS, the political subdivision, namely Rolling Hills Community Services Region, is failing to immediately pay the taxes due; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.63 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 3rd day of September 2024.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 7. To approve the permit to work in the right of way for Mark Godfredson. Copy filed.
- 8. To approve the consent and waiver with Ahlers & Cooney, P.C. regarding Joint Representation of Certain Counties for Purposes of Seeking Judicial Review of the Iowa Utilities Commission's Decision Granting a Pipeline Permit to Summit Carbon Solutions. Copy filed.

Carried 5-0.

- 9. A public hearing was held at 4:35 p.m. for the sale of parcel #894729285006, 512 14 Market St. The Chairperson called on anyone wishing to be heard.

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

Motion by Taylor second by Ung to approve and authorize the Chairperson to sign a Resolution for the sale of parcel #894729285006, 512 14 Market St., to Salvador Palmillas & Melisa Yaneth Villanueva Meza, 518 Market St., Sioux City, for \$265.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA
RESOLUTION #13,791**

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

By Salvador Palmillas and Melisa Yaneth Villanueva Meza in the sum of **Two Hundred Sixty-Five and 00/100 (\$265.00)**-----dollars.

For the following described real estate, To Wit:

Parcel #894729285019
Lots Three (3) Block Twenty-Six (26) Sioux City Addition in the County of Woodbury and State of Iowa
(512 – 14 Market Street)

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said

Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

BE IT RESOLVED that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT RESOLVED that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

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

SO DATED this 3rd Day of September, 2024.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 10. Reports on committee meetings were heard.
- 11. Todd Copley, AFSCME 61, addressed the Board with concerns regarding Memorandum of Understanding passed by the Board on August 13, 2024 and rejected by Union Members.

Motion by Nelson second by Taylor to suspend the time limit rule for Copley. Carried 5-0.

Trevor Bass, Sioux City, Athena Ladeas, Sioux City, Bob Henderson, Sioux City, Matt Verzani, Sioux City, Ben Ingersoll, Iowa, Loan Hensley, Sioux City, Doyle Turner, Merville, Jen Pellant, Council Bluffs addressed the Board in regards to the Memorandum of Understanding.

- 12. Board concerns were heard.

The Board adjourned the regular meeting until September 10, 2024.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: September 10th, 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
Lindgren, Benjamin	Sheriff's Office	8-28-2024	Civilian Jailer			S	Resignation
Sievers, Laura	Secondary Roads	9-16-2024	County Engineer	\$166,860.00/year		A	Job Vacancy Posted on 12/27/2023.
Hinrickson, Kelsey	Treasurer	9-16-2024	Clerk II - Tax	\$20.14/hour	5% = \$0.90/hr	R	Per AFSCME: From Step 1 to Step 2. Anniversary Date: 9/27/24.
Launsby, Traci	Juvenile Detention	9-20-2024	Youth Worker	\$22.05/hour		A	Job Vacancy Posted on 7/12/2024. Entry Level Salary: \$22.05/hour
Harazin, Olivia	Sheriff's Office	8-29-2024	Reserve Officer	\$1.00/year		A	
Hiemstra, Sam	Sheriff's Office	8-29-2024	Reserve Officer	\$1.00/year		A	
Van Zanten, Devin	Sheriff's Office	8-29-2024	Reserve Officer	\$1.00/year		A	
McIntyre, Samuel	Sheriff's Office	8-29-2024	Reserve Officer	\$1.00/year		A	
Dougherty, Elijah	Sheriff's Office	8-29-2024	Reserve Officer	\$1.00/year		A	

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: _____



Woodbury County HUMAN RESOURCES DEPARTMENT

Melissa Thomas
Director
melissathomas@woodburycountyiowa.gov

September 03, 2024

Laura Sievers

Re: Offer of Employment

Dear Laura,

On behalf of Woodbury County it is my pleasure to extend you an offer as the Woodbury County Engineer. Your anticipated start date will be September 16, 2024. The duties of the County Engineer position are enclosed and as outlined in Iowa Code Chapter 309. In this position, you will report to the Board of Supervisors.

Your compensation package includes:

- Starting salary of \$166,860.00, with an increase to \$170,000.00 upon completion of six months of continuous working employment.
- Retention bonus of \$5,000.00 to be paid upon completion of 12 months of continuous working employment.
- Four weeks of vacation available to you upon the first date of hire with accrual of additional vacation to begin after 12 months of continuous employment at the 4 weeks per year accrual rate. This accrual rate will continue until you are eligible for a higher accrual rate based on years of continuous service as stated in the Woodbury County Employee Handbook. Eligibility for all other types of paid leave other than vacation shall be per the policies in the Woodbury County Employee Handbook, which may change from time to time.
- Vehicle provided for Woodbury County business use and traveling to and from work.
- Sign-on bonus equal to your cost of one month of COBRA coverage provided by your current employer. This shall be paid upon submission of invoice for COBRA coverage to HR.
- Health, dental, life, short term disability and long term disability insurance coverage per Woodbury County employee benefit plans, which may change from time to time.
- Reimbursement for the annual cost of membership in professional association affiliated with position of County Engineer. The County and you agree it is important for you to be active in this engineer association as both a member and officer. The Board of Supervisors wants and expects you to continue to be active in the association and are willing to allow you the time to participate.

This letter shall not be deemed a contract of employment or guarantee of employment for any specific term. The Woodbury County Engineer position is "at will", and either you or Woodbury County may terminate the employment relationship at any time. Further, Iowa Code § 309.17 provides that the tenure of office of the County Engineer may be terminated by the Board of Supervisors at any time.

This offer of employment and the terms herein are subject to approval by the Board of Supervisors. Please sign and return this letter below indicating your intent to accept this offer of employment.

Welcome to Woodbury County!

Melissa Thomas

Melissa Thomas

I would like to accept the offer of employment of Woodbury County Engineer as stated herein.

Date: 9/4/2024

Signature: _____

David J. [Signature]

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

DATE: September 10th, 2024

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Sheriff's Office	Civilian Jailer	CWA Civilian: \$24.57/hour		

Chairman, Board of Supervisors

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

Date: 09/05/2024 Weekly Agenda Date: 09/10/2024

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

WORDING FOR AGENDA ITEM:

Consideration of permit to work in the county right of way for the E. B. Baker

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

E.B. Baker has requested a permit to work in the right of way to allow shaping of the backslope as part of site work for building a new house south of 1997 Carroll Avenue.

BACKGROUND:

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

FINANCIAL IMPACT:

No impact at this time.

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

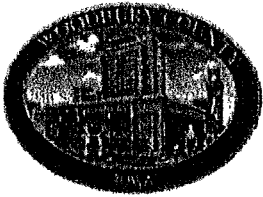
Yes No

RECOMMENDATION:

Approve the permit to work in the right of way.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the permit to work in the right of way for E.B. Baker and to direct the chair to sign the permit.



Woodbury County Secondary Roads Department

759 E. Frontage Road • Merville, Iowa 51039
Telephone (712) 279-6404 • (712) 873-3215 • Fax (712) 873-3235

WOODBURY COUNTY SECONDARY ROAD DEPARTMENT

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

Name of Permittee: Elbert Baker Phone No.: 712-490-9901

Mailing Address: 1997 Carroll Ave., Sgt. Bluff, IA 51054

Township: Woodbury Section: 26-88-47

Woodbury County, State of Iowa, and Elbert Baker (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:

May Grade back slope on west side of Carroll Avenue. Permittee to reseed disturbed backslope. Permittee may not alter ditch elevation.

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 4th day of September, 2024.



Signature of Property Owner or Authorized Representative



Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

WOODBURY COUNTY, IOWA

RESOLUTION

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Abune Aregawi Tigray Orthodox Tewahdo Church is the titleholder of real estate Parcel #894721377013 located in the City of Sioux City, Woodbury County, Iowa and legally described as follows:

Parcel # 894721377013

HIGMANS S 60 FT LOT 3 BLK 11

WHEREAS, the above-stated property has taxes owing for the 2023 tax year and the parcel is owned by Abune Aregawi Tigray Orthodox Tewahdo Church, and

WHEREAS, the organization, namely Abune Aregawi Tigray Orthodox Tewahdo Church is failing to immediately pay the taxes due; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 427.3 for the taxes owed for the 2023 tax year and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 10th day of September, 2024.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor/Recorder

Matthew Ung, Chairman

To: County Board of Supervisors

From: Abune Tsehay Aregawi Tigray Tewahedo church

Date 9/5/24

621 16TH ST, Sioux city, IA 51105

Subject: Abatement for 2023 taxes

Abune Tsehay Aregawi Tigray Tewahedo Church was formed in February of 2022 by a community of Ethiopians (from the Tigray region). Kept up by which are now 30-40 paying members (50 dollars per month). Due to a mix of a language barrier and not having enough knowledge about properly establishing a non-for-profit organization (Our Church), our church was not able to realize the need and apply for 2023 tax exemption. We did, however apply for tax exemption as soon as we found out we needed to and got **approved for 2024**. Nothing has changed in 2024, we've been using this property for sole purpose of providing church services from the beginning. We're writing this letter in hopes of getting an abatement for 2023 taxes. 10,000 dollars is very steep for our small church that has also gone through vandalism (2 glass doors and over 7 of our 6 feet glass windows) that cost us nearly 10,000 dollars to fix. If we must pay an extra 10,000 dollars in property taxes, it'll be a detrimental hit to the wellbeing of the church and our community.

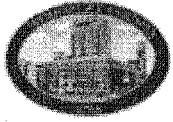
Person writing this letter is a deacon of the church and has been serving as treasurer for the church since **June of 2023**. I am the youngest and only board member of the 12, that speaks English.

We ask that you please take into consideration the language barrier and lack of know-how from the community in making your decision regarding the abatement. We did not know we had to apply for tax exemption until I saw the property tax letter in 2024 of January.

Thank you,

Andome Abay, Deacon/Treasurer of Abune Tsehay Aregawi Tigray Tewahedo church,

Andome920@gmail.com



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

Tax Charge Information Sheet

Amount Due if Paid By: 09/30/2024

ABUNE AREGAWI TIGRAY ORTHODOX TE...
 621 16TH ST
 SIOUX CITY, IA 51105

Parcel Number: 894721377013 **Situs:** 621 16TH ST
Owner: ABUNE AREGAWI TIGRAY ORTHODOX TEWAHDO CHURCH **Legal:** HIGMANS S 60 FT LOT 3 BLK 11

Taxes Due									
Year	Type	Bill Number	1st Half Tax	1st Half Interest	2nd Half Tax	2nd Half Interest	Additional Costs	Total Due	
2023	Tax	028598	\$5,382.00	\$0.00	\$5,382.00	\$0.00	\$0.00	\$10,764.00	

Tax Charge Summary for 1 Parcel

Total Unpaid Charges:	
First Half Due:	\$5,382.00
Second Half Due:	\$5,382.00
Total Due:	\$10,764.00
Grand Total Unpaid:	\$10,764.00

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

Date: 9/05/2024 Weekly Agenda Date: 9/10/2024

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Law Enforcement Center (3701 28th St.) Emergency Generator Service Contract

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:

Building Services Department is responsible for the Operations, Maintenance, & Services at the new LEC. Emergency Generators provide life/ safety & require specialized equipment services to maintain.

BACKGROUND:

Building Services contacted Ziegler-Cat to provide an Emergency Generator Service Contract (3-Yr.) drafted similarly to the current contracts for the other County Buildings Generators. Trained service technicians provide monthly p.m's and reports relative to these contracts. These reports are provided to the State Corrections Inspector annually as required & are a step in that approval process.

FINANCIAL IMPACT:

Building Services Department LEC Annual Operating Budget Account #9113
Annual Payment Option \$15,124.67 or Monthly Option \$1,327.73

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:

Building Services recommends approving the Ziegler-Cat Contract and choosing the one-time Annual payment option of \$15,124.67

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Ziegler-Cat Contract and Annual Payment Option.

ZIEGLER
Power Systems



6/10/2024

1500 ZIEGLER DRIVE NW
ALTOONA, IA 50009
WWW.ZIEGLERCAT.COM/POWER

To:
KENNY SCHMITZ
WOODBURY COUNTY BUILDINGSERVICES
620 DOUGLAS ST RM B1
SIOUX CITY, IA 51101-1246

Dear Kenny,

Enclosed is a 3 year Customer Support Agreement (CSA) for the following Engines :
Model(s): C18 | ATS_ASCO | ATS_ASCO |
Serial Number(s): T3401447 | 2434724 | 2434723 |

The payment price will not increase during the agreement period. If this agreement is acceptable, please sign, date, run copy for your file and return to me in the enclosed self-addressed envelope, fax to (515) 957-3879, or email to Bob.Mullenbach@zieglercat.com.

Please call me at 515-957-3882 with any questions you may have.

We appreciate your business and thank you.

Sincerely,

A handwritten signature in black ink that reads "Bob Mullenbach". The signature is written in a cursive, flowing style.

Robert Mullenbach
Customer Support Representative

CUSTOMER SUPPORT AGREEMENT

Date: 6/10/2024



Proposal No. 8476

1500 Ziegler Drive NW
Altoona, IA 50009
515-957-3800 / 800-342-7002

To:
KENNY SCHMITZ
WOODBURY COUNTY BUILDINGSERVICES
620 DOUGLAS ST RM B1
SIOUX CITY, IA 51101-1246

Re:
3 year Customer Support Agreement (CSA) for
MODEL: C18 | ATS_ASCO | ATS_ASCO |
SERIAL: T3401447 | 2434724 | 2434723 |

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

Enclosed is a 3 year Customer Support Agreement (CSA) for the following Engines :
Model(s): C18 | ATS_ASCO | ATS_ASCO |
Serial Number(s): T3401447 | 2434724 | 2434723 |

AGREEMENT START DATE: 8/1/2024
AGREEMENT END DATE: 7/31/2027

INVOICE FREQUENCY: [] Monthly [] Annually
INVOICE AMOUNT: \$1,326.73 \$15,124.67

Annual pricing reflects a 5% discount

IMPORTANT NOTES

- CUSTOMER SUPPORT AGREEMENT PRICING WILL NOT INCREASE DURING THE TERM OF THIS AGREEMENT.
PRICE INCLUDES PARTS, LABOR, TRAVEL AND DISPOSAL OF ALL FLUIDS PER E.P.A. STANDARDS.
TRAINED AND CERTIFIED ENGINE/GENERATOR TECHNICIANS WILL PERFORM ALL SERVICES.

TERMS AND CONDITIONS

- Invoices will be sent on the first day of each invoicing period (i.e. monthly, quarterly, semi-annually or annually).
This proposal is valid for (30) thirty days.
Pricing does not include local and/or state taxes. Taxes will be applied to invoices where applicable.
Agreement pricing is based upon generator run time between 0 and 250 hours per year (standby applications).
Either party may cancel this agreement with a (60) sixty day written notice.
Prices assume all services to be performed during normal business hours (7:30am - 4:00pm, M-F) unless otherwise specified.
Additional Terms and Conditions below.

ACCEPTED BY:

Please Sign Name:
Please Print Name:
Date:

Respectfully submitted,
Ziegler Power Systems

By: Robert Mullenbach
Customer Support Representative

Level Definitions

Watchguard Level 1 (64 Point Inspection)

Includes inspection of the following systems:

- Cooling
- Lube Oil
- Air Intake
- Fuel
- Exhaust (inside building only)
- Starting
- Engine
- Generator
- Transfer Switch
- Coolant and Oil Analysis
- Provide written report

MODEL: C18 | SERIAL: T3401447

Level 1

Apr/2025 , Apr/2026 , Apr/2027

WatchGuard Level 2 (67-Point Inspection with Oil and Filter Change)

Includes the following:

- Level 1 Inspection
- Change engine oil
- Change engine oil filter(s)
- Change engine fuel filter(s)
- Inspect air filter(s)
- Disposal of old fluids per EPA standards
- Provide written report

MODEL: C18 | SERIAL: T3401447

Level 2

Oct/2024 , Oct/2025 , Oct/2026

WatchGuard Level 3 (Cooling System Service)

Includes the following:

- Drain and refill cooling system, add coolant additives
- Replace cooling systems hoses
- Replace engine thermostats (where applicable)
- Disposal of old fluids per EPA standards
- Provide written report

MODEL: C18 | SERIAL: T3401447

Level 3

Oct/2026

WatchGuard Level 4 (Megohmmeter Testing)

Includes the following:

- Megohmmeter test
- Provide written report

MODEL: C18 | SERIAL: T3401447

Level 4

Oct/2024 , Oct/2025 , Oct/2026

WatchGuard Level 5 (Load Bank Testing)

Includes the following:

- Engine load bank test (2 - hours)
- Provide written report

MODEL: C18 | SERIAL: T3401447

Level 5

Oct/2024 , Oct/2025 , Oct/2026

Watchguard Level 6 (Engine/Generator Inspection and Adjustment)

Includes the following:

- Inspection of slip ring and brushes
- Grease rear generator bearing
- Inspection of generator wiring
- Inspection of stator and rotor
- Inspection of generator space heater
- Inspection of coupling and guards
- Inspection of meters and voltage regulator
- Adjust engine intake and exhaust valves
- Calibrate injectors (where applicable)

MODEL: C18 | SERIAL: T3401447

Level 6

Oct/2026

Watchguard Level 9 (Battery Replacement Program)

Includes the following services

- Complete electrical system check
- Battery charger adjustment
- Test engine starter amperage
- Removal and disposal of old lead acid batteries per EPA standards
- Installation of new, low antimony batteries specifically designed for standby applications
- Provide written report

MODEL: C18 | SERIAL: T3401447

Level 9

Oct/2026

Watchguard Level 11 (Transfer Switch Inspection/Adjustment)

Includes the following services:

- Clean transfer switch as necessary
- Replace PLS/ATS battery
- Check voltage drop across main contacts with normal load
- Repair/replace faulty incandescent lamps
- Test bypass isolation feature where applicable
- Check voltage drop across main contacts with emergency load (with approval)
- Check operation of timers (with approval)
- Check operation of remote start contacts (with approval)
- Check operation of in-phase monitor (with approval)
- Inspect arc insulators (De-energized switch only)
- Check for loose terminals and/or relays (De-energized switch only)

MODEL: ATS_ASCO | SERIAL: 2434724

Level 11

Oct/2024 , Oct/2025 , Oct/2026

MODEL: ATS_ASCO | SERIAL: 2434723

Level 11

Oct/2024 , Oct/2025 , Oct/2026

Customer Requirements

It is the customer's responsibility to...

- Perform weekly and monthly inspections of the engine/generator
- Maintain written or computerized records of the weekly and monthly inspections.
- Contact Ziegler Power Systems with any problems or concerns noted during the weekly and monthly inspections.

Ziegler Power Systems Exclusion of Responsibility:

Ziegler Inc. is not responsible for...

- Providing a portable generator during repairs
- Fuel consumed by generator set during operation
- Building wiring
- System modifications
- Acts of nature, terrorism or war
- Uses of generator beyond rated capacity
- Main fuel tank or piping problems
- Emissions permitting
- Regulation changes
- State and local taxes
- Customer abuse/neglect

CUSTOMER VALUE AGREEMENT – TERMS AND CONDITIONS

- Customer agrees to the terms and conditions set forth on the preceding Customer Value Agreement Proposal (the "Proposal") and the following terms and conditions, including the websites referred to herein (together with the Proposal, the "Agreement"). Ziegler Inc. ("Ziegler") rejects all different or additional terms submitted by Customer, and any such terms shall be void.
- 1.Term. The Agreement shall begin on the Start Date and end on the End Date identified on page 1, unless earlier terminated as set forth herein.
- 2.Services. Ziegler will perform preventative maintenance services on the Engine(s) identified on page 1 in accordance with the Level

Definitions set forth in the Proposal (collectively, the "Services"). All Services are subject to the exclusions and limitations set forth herein. Services include all parts, labor, travel and disposal of all fluids per U.S. Environmental Protection Agency standards. Except as otherwise agreed upon by Customer and Ziegler as noted on page 1, Services shall be performed during Ziegler's normal business hours (7:30 a.m. to 4:00 p.m., Monday through Friday). Services performed outside of Ziegler's normal business hours will be subject to additional charges. In the event Customer cancels scheduled Services on the day Services are to be performed, Customer shall pay a cancellation fee in the amount of travel time and mileage and will cooperate with Ziegler to re-schedule the cancelled Services. This Agreement is based upon equipment run time between 0 and 250 hours per year (standby applications); run time exceeding 250 hours per year may be subject to additional costs. Repairs classified outside the scope of the applicable service level will result in additional costs to Customer. Customer will have ten (10) days to reject the Services provided. If Customer rejects the services, it will do so by providing a written notice specifically identifying the manner in which the Services fail to materially comply with manufacturer's applicable specifications. Ziegler will be entitled to rely on all decisions and approvals of Customer in connection with the Services.

- 3.Payment. Customer will pay the Invoice Amount identified on page 1, plus any Additional Charges (as defined in Section 4 below), at the frequency set forth on page 1. The Invoice Amount will not increase during the term of the Agreement. Customer agrees to make payment to Ziegler Net 10th of the following month from the date of invoice. Late payments, which are not under any dispute, will result in default and a late fee of 1.5% per month (18% annual), which will be assessed on all past due amounts until paid in full. Any payments made will first be applied toward the late fee, then toward the past amount due. Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion upon Customer's failure to pay or comply with the payment requirements of this Agreement. All amounts due under this Agreement shall be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.Taxes, Licenses, Permits, and Additional Charges. Customer is responsible for all local and/or state sales and use taxes in connection with this Agreement. Taxes will be applied to invoices, where applicable, as required by law. Customer will obtain, at its sole cost and expense, all applicable licenses and permits (including emissions permitting) necessary for performance of the Services. Customer is responsible for service charges and environmental charges incurred in performing the Services (collectively, "Additional Charges") as communicated in advance by Ziegler.
- 5.Additional Services. Repairs or other work classified outside standard preventative maintenance services will result in additional costs to Customer and will be invoiced separately on a time and materials basis. Such services include, but are not limited to, any service that is considered electrical work pursuant to Minnesota Statutes, Section 326B.31, subdivision 17 or Iowa Code Title III, Section 103 (2022). A verbal commitment or authorization by Customer to perform such additional services will be binding on Customer and will entitle Ziegler to such additional compensation. Any repairs or other work performed outside of the original scope at the direction of Customer will be deemed to be included as Services hereunder.
- 6.Customer Obligations. Customer agrees to maintain the Engine(s) in accordance with the obligations below. Customer's failure to perform any of the following obligations will be considered a breach of this Agreement:
 - a.Operation and Regular Maintenance. Customer agrees to operate the Engine(s) only within its rated capacity. Customer agrees to perform weekly and monthly maintenance and inspections in accordance with manufacturer guidelines, as provided by Ziegler, and provide to Ziegler, upon reasonable request, written or computerized maintenance and inspection records. Customer further agrees to promptly contact Ziegler with any problems or concerns noted during the weekly and monthly inspections and Ziegler and Customer will work together to address such problems or concerns.
 - b.Equipment Access. Customer agrees to furnish safe, free, and full access to the Engine(s) to enable Ziegler employees to perform the Services. Customer will take all reasonably necessary steps to provide for the safety of all Ziegler employees performing the Services. Customer shall promptly notify Ziegler if, during the term of this Agreement, Customer observes or otherwise learns of any condition(s) which pose a threat to the safety of persons or property, adversely affects the Engine(s), or is in violation of any applicable federal, state, or local laws, rules or regulations.
 - c.Halt Operation. Customer agrees to shut an Engine down, if after inspection by Ziegler, it is determined that further operation of the Engine will result in imminent mechanical damage to the components covered in this Agreement.
- 7.Exclusions. Ziegler is not responsible for: (1) Customer's abuse or failure to maintain or operate equipment in accordance with the respective equipment manufacturer's operations and maintenance manual as provided by Ziegler in advance, (2) provision of rental equipment during repair, (3) fuel consumed by equipment during operation and performance of maintenance services, (4) building wiring, system modifications, main fuel tank or piping problems, (5) repairs or maintenance to building or enclosure, transformers, radiators, fuel tanks, or other components outside the scope of the Services, unless otherwise agreed to in writing by both parties, (6) unauthorized repairs or adjustments, or repairs or adjustments made by unauthorized person(s), (7) performance complaints, including but not limited to, any adjustments to fuel settings or programming of any electronic controls, (8) downtime or downtime -related expenses or economic loss, (9) extermination of any creature taking up residence in the generator enclosure or building, or (10) any Force Majeure Events (as defined in Section 17 below).
- 8.Indemnification. Subject to the limitations set forth in this Agreement, Ziegler shall indemnify Customer and its respective officers, directors, employees, agents, assigns and successors, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) (collectively, "Losses") for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Ziegler or Ziegler's officers, directors, employees, or agents in the performance and furnishing of the Services. Customer shall indemnify Ziegler, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, assigns and successors, against any Losses for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by,

Customer or Customer's officers, directors, employees, or agents.

- 9. Insurance. Ziegler will maintain in full force and effect throughout the term of this Agreement the following forms of insurance: (a) worker's compensation and occupational disease insurance within statutory limits; (b) commercial general liability insurance, including products and completed operations, contractual liability, and personal injury, written on an occurrence basis, with limits not less than a combined single limit per occurrence of \$1,000,000, \$2,000,000 general aggregate for bodily injury and property damage; \$1,000,000 aggregate for products/completed operations; and \$1,000,000 per person for personal injury/advertising injury; (c) automobile liability insurance for vehicles owned or operated by Ziegler, its employees or agents, with combined bodily injury and property damage limits of liability of no less than \$1,000,000 per occurrence; and (d) excess liability insurance over that required in clauses (a), (b), and (c) above, under the umbrella form, with a limit of liability of no less than \$1,000,000 each occurrence. Upon request, Ziegler will provide to Customer a Certificate of Insurance evidencing Ziegler's compliance with such insurance requirements.
- 10. Damages; Maximum Liability. IN NO EVENT WILL ZIEGLER, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, DIMINUTION OF VALUE, LOSS OF USE, DOWNTIME OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT ZIEGLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL ZIEGLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO ZIEGLER HEREUNDER IN THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM.
- 11. Service Warranty. Ziegler warrants the Services will be performed in a professional, workmanlike manner, by qualified personnel consistent with industry standards, free from defects in workmanship for a period of 12 months from the date of completion of the Services, subject to the terms of the then-current Ziegler Power Systems Service Department Labor Warranty, a copy of which is available upon request. Warranty claims must be brought within the warranty period. Customer must provide prompt notice to Ziegler after discovery and before expiration of the warranty period. As Customer's sole and exclusive remedy, Ziegler, at Ziegler's sole discretion, will either re-perform the Service during Ziegler's normal business hours or refund all or part of the monies paid by Customer for the Service performed. Replacement parts shall be covered under the applicable warranty provided by the manufacturer. Non-Ziegler provided components are not covered by this warranty.
- 12. Disclaimer of Warranties. WITH THE EXCEPTION OF THE SERVICE WARRANTY PROVIDED IN SECTION 11, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ZIEGLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 13. Termination; Suspension.
 - a. Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party. In the event of early termination by Customer, Customer shall pay for all approved Services performed prior to the termination date.
 - b. If either party breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceedings, or makes an assignment for the benefit of creditors, the non-breaching party shall have the right to immediately terminate this Agreement by giving the breaching party written notice. In the event Customer breaches any provision hereof, and upon receipt of notice, Customer shall immediately pay Ziegler any monies due and owing up to the time of termination for Services performed. Notwithstanding the foregoing, if Customer fails to comply with the provision for Equipment Access in Section 6.b, Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion.
- 14. Data and Privacy. Ziegler and its partners, affiliates, subsidiaries, and third parties, including but not limited to suppliers, manufacturers, dealers, and service providers (collectively, "Ziegler Parties"), collect and share information relating to products, services, and customers as detailed in Ziegler's Privacy Policy and applicable manufacturers' statements located at www.zieglercat.com/privacy, which are hereby incorporated into this Agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to collect, process, and assess information, such as equipment locations, operating hours, health of equipment, and basic utilization (collectively, "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Ziegler Parties with a legitimate business reason to access the information, including, but not limited to, providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Customer understands that Telematics or other tools, as applicable, may have been activated on machines by Ziegler or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Customer upon request. Customer consents to the collection, use, storage, processing, sharing, and disclosure of such information by Ziegler Parties in accordance with this Agreement, Ziegler's Privacy Policy, and applicable manufacturers' statements.
- 15. Notices. All notices, requests, demands and other communications, including any notice of change of address, shall be sent by certified or registered mail with postage prepaid to the last designated address to the other party.
- 16. Compliance with Laws, Rules and Regulations. Each party agrees to comply with applicable federal, state, and local laws, rules, and regulations applicable to the Services in effect at the time of performance of the Services. Upon completion of the Services, Customer shall be responsible for complying with any changes in federal, state, and local laws, rules, and regulations.
- 17. Force Majeure. Ziegler will not be liable to Customer, and will not be deemed to have breached this Agreement, for any failure or delay in performing any term of this Agreement, to the extent the failure or delay is caused by or results from acts beyond Ziegler's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, cyber-attacks, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, epidemics or

pandemics, labor stoppages or slowdowns or other industrial disturbances, concealed or unknown conditions at the site, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Ziegler's ability to perform will absolve Ziegler from any liability to Customer.

- 18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between Ziegler and Customer. Customer acknowledges and agrees that there are no oral or written contracts, agreements or warranties other than are set forth in this Agreement. No amendment or modification of this Agreement will be valid unless it is set forth in writing, signed by authorized representatives of both parties.
- 19. Waiver. No course of dealing, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement, in whole or in part, shall be construed to be a waiver of any subsequent breach of the same or any other provision.
- 20. Severability. Each portion of this Agreement is intended to be severable. If any term or provision hereof is held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 21. Survival. Any term or provision of this Agreement of an ongoing nature and/or which, by its nature and context, should reasonably be expected to survive the expiration or earlier termination of this Agreement, shall so survive such expiration or termination thereof.
- 22. Disputes; Governing Law. This Agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this Agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Ziegler, in its sole discretion, commences proceedings in a different jurisdiction or venue.
- 23. Counterparts; Electronic Signatures. This Agreement may be separately signed by Ziegler and Customer in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same Agreement. Customer agrees that the Electronic Signatures (whether digital or encrypted) included in this Agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

Date: 9/4/24 Weekly Agenda Date: 9/10/24

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Patrick Gill

WORDING FOR AGENDA ITEM:

Consideration of Replacement Plotter for GIS Mapping

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The plotter/scanner that we use for GIS/Mapping duties needs to be replaced.

BACKGROUND:

The current plotter is over five years old. We have a service contract to keep it functional. Problems are occurring more frequently resulting in an interruption of services.

FINANCIAL IMPACT:

The replacement cost is \$10,801 which includes service for three years. We cannot cover this cost in our current budget and if we wait to for the next budget cycle we will have to sign up for another year of service and it will not solve the down time issue.

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:

There are funds currently available from gaming proceeds.

ACTION REQUIRED / PROPOSED MOTION:

Motion to purchase a plotter/scanner to replace current equipment for GIS/Mapping needs.



Desired Plotter / Scanner replacement - HP T2600 MFP

Unit Location: Woodbury County Recorder's Office

Narrative:

As primary user of the HP T3500 MFP (Multi-Function Printer) Plotter / Scanner some of the associated duties have been handled by Ron Koch over the years. After the initial three-year service pack had expired, Ron was tasked with obtaining information for the continuation of service, this tends to happen in November or December. Ongoing yearly costs for HP service packs have been in the \$1,100 to \$1,300 range. As a Plotter gets older, problems start to crop up and these service contracts can save the county on the costs of multiple repairs. HP tries to encourage their customers to maintain a current model by offering incentives to Trade-In / Trade-Up. The value of these programs fluctuates and varies by model and age. The current unit has been exhibiting problems between three to five times a month. Many of these issues can be fixed by Ron, or by WCICC personnel; however, we are starting to get to the point where a service call to HP will happen every few months and HP will need to send maintenance techs for some of the issues.

Desired Unit: HP T2600

Purchase: Q4 2024

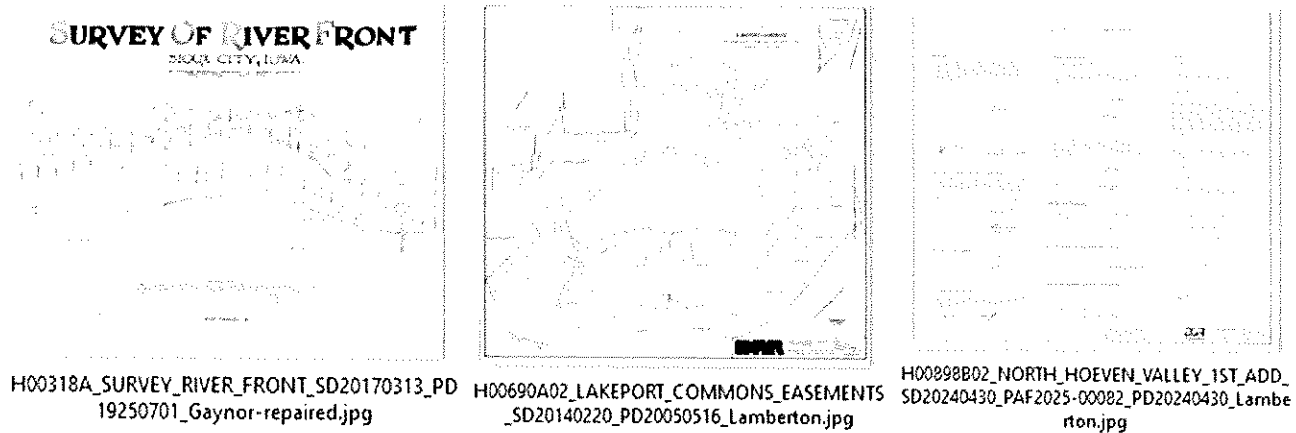
Primary Functions: 36" Wide Color Copies
36" Wide Color Plotting
36" Wide Color Scanning

The primary functions of these units are to Scan / Plot / Copy up to 36-inch-wide recorded plats and similar documents as the office receives them. More than 2,000 pages of scanned information have been made available to the public via our Beacon website. As featured in a Sioux City Journal article the scanning also helps to preserve recorded documents as the originals are handled less. Some of these documents are electronically enhanced to make them more legible for users. Maps are plotted for businesses and individuals per request. Area surveyors and contractors often say how they appreciate being able to access our GIS and these scanned images from jobsites across the county. Maps and other items get plotted by various departments. Maps are plotted out for use at board meetings, elections

traffic, or court cases. Signage is also plotted out. One county lawyer exclaimed that the maps he requested helped to get convictions on most of the charges in his previous case and that GIS program was 'well worth whatever we are paying for it...'

Several county offices have used the Plotter or have received products from the unit. Taking advantage of this Trade-in / Trade-Up opportunity Woodbury County will help to ensure continuity of service from the device and the products created by the same.

A few examples of scanned Plat size documents.



Proposed T2600 MFP Unit Quote Details:

Description	Qty	U/M	Price	Total
REQUESTED BY RON KOCH				
HP T2600 36" POSTSCRIPT MFP 3XB78A	1	ea	8,869.00	8,869.00
HP TRADE FOR EXISTING HPT3500 (CUSTOMER KEEPS T3500)			-650.00	-650.00
3 YEAR HP DIRECT NEXT BUSINESS DAY WARRANTY (COVERS ALL PARTS, LABOR AND TRAVEL) UB9P6E			1,687.00	1,687.00
HP ONSITE INSTALLATION H4518E			695.00	695.00
DROP SHIP/LIFTGATE/ INSIDE DELIVERY			200.00	200.00
PRICE VALID FOR 30 DAYS.				

Currently HP is offering a \$650 credit as part of their Trade-In / Trade-Up program. The new unit as quoted would include a three-year service pack thus saving us approximately \$3,600 over the next three years of continuing service pack yearly costs. The quote dated 8/16/2024 is for **\$10,801** and is good for 30 days; possible savings by taking advantage of the quote would be about \$2,563.

Historical Reference

Current Unit: HP T3500 MFP

Purchased: 12/14/2018

Office Use: 5 Yrs.

Primary Functions: 36" Wide Color Copies
36" Wide Color Plotting
36" Wide Color Scanning



Model: T3500 MFP

\$11,995 including inside delivery, set-up, and 3 Yr. Care Pack

\$2,500 Trade-up discount

\$9,495 TTL

Prior Unit: HP T2500 MFP

Purchased: 1/2/2014

Office Use: 5 Yrs.

Primary Functions: 36" Wide Color Copies
36" Wide Color Plotting
36" Wide Color Scanning



T2500 MFP

\$8,369 including inside delivery

\$599 for setup and installation

\$2,084 Three-year Care Pack

\$11,052 TTL

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

Date: 09/05/2024 Weekly Agenda Date: 09/09/2024

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

WORDING FOR AGENDA ITEM:

Receive quotes for 2024 Rout and Crack Seal Project on HMA roads.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The county takes bids for pavement maintenance work as needed. The county is requesting quotations for crack routing and sealing on several county roads.

BACKGROUND:

The county has approximately 251 miles of hot mix asphalt surfaced roads. Crack sealing, completed in a timely manner, can extend the service life of HMA roads by preventing the intrusion of water into the subgrade beneath the pavement.

FINANCIAL IMPACT:

The project is paid for with Woodbury County local secondary road funds.

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

Yes No

RECOMMENDATION:

- 1) I recommend that the Board receive bids for crack routing and sealing 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 crack routing and sealing 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.

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

Date: 9/05/2024 Weekly Agenda Date: 9/10/2024

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

WORDING FOR AGENDA ITEM:

Award quotation for crane rental for setting the precast box culvert replacement for county bridge U-137
FHWA # 350913

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The secondary road department is to replacing a bridge located on Hancock Ave. located north of 290th street with a precast box culvert. A crane is needed to set the box sections.

BACKGROUND:

The existing bridge is in poor condition. The existing bridge will be replaced with a RCB Culvert. The box culvert sections are too heavy to be set with county equipment, so a heavy duty crane must be rented for the work.

FINANCIAL IMPACT:

The crane rental will be paid for with local secondary road funds.

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

Yes No

RECOMMENDATION:

I recommend that the board of supervisors receive the quotes for the crane. The engineer will 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

TABULATION OF BIDS

Crane Rental on Hancock and 290th

PROJECT NO. LL-C(U137)

LETTING: TUESDAY, September 10, 2024

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

Located Hancock Ave. and 290th St.

ITEM NO.		ITEM		QUANTITIES		UNIT PRICE : AMOUNT		UNIT PRICE : AMOUNT		UNIT PRICE : AMOUNT	
1	Crane Rental	2	Days	\$ 3,750.00	\$ 7,500.00	\$ 6,200.00	\$ 12,400.00	\$ 3,442.00	\$ 6,884.00		
				TOTAL	\$ 7,500.00	\$ 12,400.00	\$ 6,884.00				



August 29, 2024

Woodbury County Secondary Roads
Contact: Jacob Gilreath
Email: jgilreath@woodburycountyiowa.gov
Phone: 712-898-5602

Barnhart Crane and Rigging
Contact: Mark Grubel
Email: mgrubel@barnhartcrane.com
Phone: 402-241-7315

Project Location: Hornick, IA

Scope of proposal: Provide crane service to offload and set box culverts, max controlling weight 31,700 lbs.

Crane Mobilization In and Out

Crane Mobilization will be charged from Portal to Portal at the hourly rates listed below. Hourly rates will apply during assembly and dis-assembly as well.

Crane Hourly Rates

Crane & Operator regular time (6 hr. min.)	—	\$ 380.00/HR
Crane & Operator over time (Over 8 hrs. & Saturdays)	—	\$ 410.00/HR
Crane & Operator double time (Sundays & Holidays)	—	\$ 440.00/HR

Rigger (If required)

Rigger regular time	—	\$ 135.00/HR
Rigger overtime (Over 8 hrs. & Saturdays)	—	\$ 165.00/HR
Rigger double time (Sundays & Holidays)	—	\$ 195.00/HR

Job Associated Costs

Permits	—	\$ 255.00
Rate Fee for non-engineered 3D Lift Plans (If required)	—	\$ 500.00

Fuel Surcharge

5% Fuel Surcharge will be added to the total invoice amount at time of invoicing.

- **Unless otherwise negotiated all payments are due Net 30 days**, no retainage. Interest may be charged at the rate of 2% per month (18% annual rate) on past due accounts after 30 days from the invoice date. In addition, you agree to pay all costs and expenses incurred, such as attorney fees, collection agency charges, court cost, in effort to collect past due accounts.
- Property insurance for the value of Buyer's equipment in the care, custody and control of Barnhart shall be limited to \$100,000 per occurrence unless a higher coverage limit is agreed upon in writing.
- Any orientation or training time to be billed at operator only rates of \$130.00/hr. per man.
- Access in crane assembly area provided by Woodbury County Secondary Roads.
- Subject to availability.
- Terms & conditions to proposal enclosure.

Terms and Qualifications

1. Unless otherwise agreed, Customer shall fulfill the duties of Crane User, Lift Director and Site Supervisor as well as provide Signal Person(s) and Rigger(s) in accordance with 29 CFR 1926 subpart CC and ASME B30.5 – 2007.

Jacob Gilreath

From: Dave Dixon <dave@dixoncon.com>
Sent: Tuesday, September 3, 2024 3:48 PM
To: Jacob Gilreath
Cc: Seth Dixon
Subject: Re: Woodbury County Prefab 14 x 7 Box

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.**

Jacob –

Our prices to supply a crane with crane operator are as follows:

Linkbelt 218HSL Crawler Crane (110tn capacity)	\$400/hr (8hr minimum/day)
Mobilization to and from jobsite	\$6,000

Please let me know if you need anything further. Thanks.

DAVE DIXON
1319 HACKBERRY STREET
P.O. BOX 47
CORRECTIONVILLE, IA 51016
PHONE: 712-372-4224
FAX: 712-372-4462
E-MAIL: dave@dixoncon.com

From: Jacob Gilreath <jgilreath@woodburycountyiowa.gov>
Date: Thursday, August 29, 2024 at 7:45 AM
To: Seth Dixon <seth@dixoncon.com>, Dave Dixon <dave@dixoncon.com>
Subject: Woodbury County Prefab 14 x 7 Box

Dave/Seth,

We have a small bridge that we are replacing on the corner of Hancock Ave. and 290th St. Our crew is doing all the prep work and backfill, but we will need to rent a crane. The culvert has 6 foot sections, see the attached drawing that goes into more detail about the box. Please give us a quote for renting a crane and operator.

Thank you,

Jacob Gilreath
Woodbury County Secondary Roads
759 E Frontage Rd, Merville, IA 51039
Office: (712) 873-3215
Cell: (712) 898-5602

Jacob Gilreath

From: Mark Freier <mfreier@gs-const.com>
Sent: Wednesday, September 4, 2024 10:48 AM
To: Jacob Gilreath
Subject: RE: Woodbury County Prefab 14 x 7 Box Culvert

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.**

Jacob,

We can provide a crane to do the work next week for \$7500.

Let me know and I'll get things lined up.

Thanks,

Mark Freier, P.E.
General Manager/Company Engineer
Godbersen-Smith Construction
5784 Hwy 175
Ida Grove, IA 51445
(712) 364-3388 Office
(712) 830-9118 Cell

From: Jacob Gilreath <jgilreath@woodburycountyiowa.gov>
Sent: Wednesday, September 4, 2024 8:25 AM
To: Mark Freier <mfreier@gs-const.com>
Subject: Woodbury County Prefab 14 x 7 Box Culvert

Mark,

Please see the attached map.

Thank you,

Jacob Gilreath
Woodbury County Secondary Roads
759 E Frontage Rd, Merville, IA 51039
Office: (712) 873-3215
Cell: (712) 898-5602

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

Date: 09/05/2024 Weekly Agenda Date: 09/10/2024

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Caleb Rasmussen, ISG and Mark Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Session as trustees to Bennett McDonald Smithland Levee and Wolf Creek Drainage Districts:
Continuation of discussion of flood damage, repair and response to Corps of Engineers

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Damage occurred throughout the Little Sioux River Watershed during June 2024 flooding. Corps of Engineers has responded to county requests for assistance.

BACKGROUND:

Corps of Engineers (COE) is requesting financial commitment from trustees of affected districts to pay for repairs and restoring the districts to compliance with standards and cost sharing repairs necessitated by recent flooding. A written request for assistance under a Section 120 program must be filed by September 16, 2024. This request includes a preliminary financial commitment.

FINANCIAL IMPACT:

The Bennett McDonald Smithland (BMS) levee district has been non-compliant since damage occurred in 1990 and 1993. Costs to bring it into compliance would likely exceed \$1,000,000, not counting new damage during the June flood. These costs would normally be levied to the benefited properties within the district.

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:

While the board would be stating the ability to make a financial commitment to the repair work, according to the COE staff at the meeting, submitting a written request is not a final commitment to participate in the project. The other trustees at the meeting indicated that they would file the written request. If the BMS district does not file a written request, the project will not proceed.

ACTION REQUIRED / PROPOSED MOTION:

Possible motion: Motion to direct the drainage engineer to file a written request to the Corps of Engineers to address repairs to the Bennett McDonald Smithland levee district.

U.S. Army Corps of Engineers-Omaha District
Levee Rehabilitation Steps Based on Section 120(2) of the Water Resources Development Act of 2020,
Emergency Response to Natural Disasters Implementation Guidance

Step 1 Written Request: The Non-Federal Levee Sponsor (Sponsor) sends a written request to the U.S. Army Corps of Engineers, Omaha District (Corps). This must include a statement of the Sponsors interests, willingness, and capability to pay, in advance, all planning, design, and construction costs incurred by the Corps to address the following in the course of carrying out repair and restoration work: (a.) Items of deficient, deferred or inadequate maintenance identified by the Corps in its most recent inspection of the project prior to the flood event and (b.) Any damage to the project from the flood event that the Corps determines is attributable to the items described in subparagraph a.

Step 2 Inspection: Upon receipt of a written request, described in Step 1, the Corps inspects the inactive Flood Risk Management project and prepares, at 100% Federal expense, a preliminary scope of work and rough order of magnitude cost estimate for repair and restoration of the project and for work to address the items described above, Step 1a and 1b.

Step 3 Letter of Intent: The Corps communicates the rough order of magnitude cost for which the Sponsor will be responsible for. The Sponsor provides a written letter of intent confirming the Sponsor's intent to proceed.

Step 4 Cooperation Agreement: The Sponsor will enter into a Cooperation Agreement (CA) with the Corps. The Corps must submit the draft CA, through the U.S. Army Corps of Engineers-Division Commander, to the Director of Civil Works at Corps Headquarters for review and approval prior to execution. In addition to any required cost share for the repair and restoration of the project, the CA will require the non-Federal sponsor to provide funding sufficient to cover all planning, design, and construction costs incurred by the Corps to address the items described in Step 1 in advance of the Corp's performance of the work. The CA will require the non-Federal sponsor to provide all lands, easements, and rights-of-way determined by the Corps to be required for performance of any work on the project. Refer to the CA for the full description of the Sponsors responsibilities.

Step 5 Funding: Non-Federal funding – No later than 60 calendar days after execution of the CA, the Sponsor shall make the full amount available to Corps. If at any time the Corps determines that additional funds are required to cover such costs, the Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Corps.

Federal funding – The provision of funding to carry out repair and restoration work under the authority is subject to the availability of Flood Control and Coastal Emergencies (FCCE) appropriations. The PL84-99 Program Manager at the Corps Headquarters will ensure that funds provided for work carried out under the authority provided for this section does not adversely impact the timely completion of repair and restoration for FRM Projects that comply with the continuing eligibility requirements of the PL84-99 Rehabilitation Program.

Step 6 Project Information Report: Corps develops the Project Information Report (PIR) for the project. The PIR will include repair alternatives, selected alternatives, cost estimates, economic analysis, benefit cost analysis, environmental requirements, cultural requirements, etc. The Corps Division Office approves the PIR.

Step 7 Engineering and Design: Corps completes the E&D to include the Plans and Specifications and Design Documentation Report (Engineering, Environmental, Cultural, Real Estate, etc).

Step 8 Other Sponsor Requirements: The Sponsor provides all lands, easements, rights-of-way, staging areas, haul routes, temporary work areas, suitable borrow material, dredged or excavated material disposal areas, and perform all relocations determined by the Corps to be required for construction of work on the project.

Step 9 Contracting: Corps advertises and awards the construction contract.

Step 10 Construction: Corps construction contractor completes the work, with Corps oversight.

Step 11 Project Closeout: Corps closes out the project.

Step 12 Fiscal Closeout: Corps returns all remaining funding.

FINANCIAL CAPABILITY GUIDE FOR NON-FEDERAL SPONSORS

THIS IS A GENERAL GUIDE FOR USE BY A NON-FEDERAL SPONSOR TO ASSESS ITS FINANCIAL CAPABILITY TO MEET ITS OBLIGATIONS IN A TIMELY MANNER. DO NOT ATTACH THE GUIDE TO THE SELF-CERTIFICATION STATEMENT. THE ITEMS BELOW ARE NOT INTENDED TO BE AN ALL-INCLUSIVE LIST OF CONSIDERATIONS NOR DO THEY CONSTITUTE NOTICE OF U.S. GOVERNMENT STATUTES, REGULATIONS OR POLICIES FOR IMPLEMENTING SPECIFIC PROGRAMS OR PROJECTS.

- Do you have in place (or will you have in place by the date the agreement is expected to be executed) the necessary financing mechanism(s) and sources to ensure that ample funds will be available to satisfy your financial obligations for the project? For example:

Appropriations from Existing Revenues

- (1) *Have appropriations been approved and made available?*
- (2) *Will conditions specified in the State or local appropriations measure be met?*
- (3) *Are there restrictions on the purposes or uses of appropriated funds?*
- (4) *Do any appropriations expire after a specific period of time?*

State & Local Taxes and General Obligation & Revenue Bonds

- (1) *Will a referendum be required to levy taxes or sell bonds?*
- (2) *Is State approval needed to levy taxes or sell bonds?*
- (3) *Will the tax revenues or bond proceeds be used for their stated purposes?*
- (4) *Will sufficient funds be available on a timely basis to coincide with the funding schedule for the project?*

Grants and Loans

- (1) *Has an application for a grant or loan funds been approved?*
- (2) *Will the stated conditions of the grant or loan be met?*
- (3) *Are there restrictions on the use of funds from the grant or loan?*
- (4) *Does the grant or loan expire after a specific period of time?*

- Do you have the financial capability to provide (or have provided on your behalf) lands, easements, rights-of-way, relocations, and, if applicable, improvements on lands, easements, or rights-of-way that are required for disposal of dredged or excavated material?
- Do you have the financial capability to perform (or have performed on your behalf) operation, maintenance, rehabilitation, repair and replacement of the project?
- If you intend to use funds provided by a Federal agency (other than the Department of the Army), or any non-Federal matching share therefor, to meet any of your financial obligations for the project, do you have written verification from such Federal agency that the expenditure of Federal funds for such purpose is expressly authorized by Federal law?

U.S. Army Corps of Engineers, Omaha District
Attention: OD-E (Giles)
1616 Capitol Avenue, OD-E
Omaha, Nebraska 68102

DATE:

Dear Sir:

The purpose of this letter is to request Rehabilitation Assistance from the U.S. Army Corps of Engineers (USACE) under Public Law (PL) 84-99 and Section 120 (2) of the Water Resources Development Act of 2020 for the repair of the _____ Flood Damage Reduction Project (FDRP) that was damaged by (flood)(high waters) during _____. The project is Inactive in the Rehabilitation Program (RP) and was last inspected by the USACE on _____. _____ (Non-Federal Interest) is willing and capable to pay, in advance, all planning, design, and construction costs incurred by the Corps to address the following in the course of carrying out repair and restoration work:

- a. Items of deficient, deferred or inadequate maintenance identified by the Corps in its most recent inspection of the project prior to the flood event.
- b. Any damage to the project from the flood event that the Corps determines is attributable to the items described in subparagraph a.

The location of the levee and a brief description of the damage are as follows:

Project Identification Number (Office USE) _____

River or Stream _____

Bank (circle): Left, Right, Both _____

Detailed Description of Damage & Location (Stationing) _____

City: _____ County _____ State _____

Section _____ Township _____ Range _____

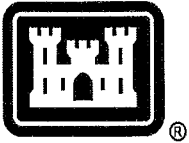
Public Sponsor Point of Contact:

Name _____

Address _____

Telephone (C) _____ (H) _____

Sincerely,



System Wide Improvement Framework

Omaha District

U.S. ARMY CORPS OF ENGINEERS

BUILDING STRONG®

System Wide Improvement Framework

USACE levee systems that are eligible for the Public Law (P.L.) 84-99 rehabilitation program for potential assistance following flood or storm damage include those federally authorized, operated and maintained by a non-federal sponsor; or non-federally built, operated and maintained by a non-federal sponsor which entered through an Initial Eligibility Inspection. Active status is established by the most recent eligibility determination currently based on a subset of inspection items. Levee systems that maintain acceptable or minimally acceptable inspection results within the subset will be considered 'Active' and eligible for rehabilitation assistance.



If an inspection indicates items on the subset are unacceptable, the levee system would be considered 'Inactive' and is ineligible for rehabilitation assistance. USACE offers non-federal sponsors a process through the system-wide improvement framework (SWIF) to remain temporarily eligible for P.L. 84-99 rehabilitation assistance while correcting unacceptable operation and maintenance (O&M) deficiencies as part of a broader, system-wide improvement plan. Eligibility is a two-step process beginning with submitting a Letter of Intent (LOI) followed by approval of a SWIF plan. The applicant has up to two years to develop the plan once the LOI is approved by HQ USACE.

Acceptance into the SWIF program provides a pathway to maintain rehabilitation assistance eligibility for committed sponsors while reestablishing their levees over time to meet USACE standards. Sponsors can prioritize addressing the higher to lower risk deficiencies to achieve system-wide risk reduction. Non-federal sponsors remain responsible for repair costs associated with "unacceptable" inspection items.

A SWIF is a living document. Each SWIF is unique to the levee system and the identified deficiencies, but generally, all SWIF include system identification information, deficiencies listing, risk-based plan for rectifying deficiencies, funding plan, interagency collaboration details, interim risk reduction measures (IRRM), and finally a schedule with project milestones. SWIF updates and a progress report are required annually upon approval of the initial SWIF. Continued eligibility is determined every two-years by USACE HQ based on progress achieving the milestones described in the subsequent SWIF. The re-approval process continues until the plan is fully implemented ranging from 2 – 30 years. The absence of progress or reporting progress toward milestones or additional "unacceptable" inspection items may result in removal from the program.

Examples of situations where a SWIF is appropriate are when a longer-term, holistic approach may be necessary to address multiple engineering deficiencies AND operation and maintenance deficiencies; when broader improvements involve multiple levee segments/systems; or when additional time and coordination are needed to consider complex, endangered species habitat or Native American concerns while meeting requirements for levee safety.

Considerations prior to submitting a SWIF:

- Corrective action for overarching O&M deficiencies, ex. system-wide culvert replacement.
- Not intended for correction only of individual O&M deficiencies, ex. a single culvert replacement.
- SWIF is not a pathway for acceptance into the P.L. 84-99 rehabilitation program.
- May include a vegetation variance request.
- Recognizes regional differences.
- Must be closely synchronized to align with other USACE levee policies.

Contact the Omaha District Readiness Branch for further information at 402-995-2528 or CENWO-EOC@usace.army.mil

U.S. ARMY CORPS OF ENGINEERS – OMAHA DISTRICT
OMAHA, NEBRASKA

<https://www.nwo.usace.army.mil/Missions/Emergency-Management/System-Wide-Improvement-Framework/>

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

Date: 9/5/2024 Weekly Agenda Date: 9/10/2024

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

WORDING FOR AGENDA ITEM:

Authorize the Chairman to sign Agreement for Hospital Morgue Use with UnityPoint Health - Sioux City

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

A contract from and with UnityPoint Health ("UPH") for use of hospital morgue for Medical Examiner cases is being presented. Contract is for monthly morgue fees and case storage.

BACKGROUND:

Woodbury County ("WC") has utilized UPH's hospital morgue for Medical Examiner Cases since 2007. WC currently contracts with UPH through Pathology Medical Services. A new contract is proposed between WC and UPH for the continued use of the hospital morgue through 12/31/25. On 12/31/25, UPH will be relocating its morgue and no longer providing use of the morgue for WC.

FINANCIAL IMPACT:

Monthly use fee beginning September 2024 will be \$534.65 + \$75 per body storage fee. Since March 1, 2016, the use fee has been \$225 + \$75 per case storage fee. The increase correlates directly to increased costs incurred by UPH to provide space, supplies, and service.

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:

UnityPoint Health - Sioux City has been a great partner with Woodbury County and has absorbed higher costs for the shared cause of providing this critical service for our citizens. We appreciate their history of working with Woodbury County throughout the years, and after meeting with Jane Arnold (President, UnityPoint Health - Sioux City), we are convinced that this request is warranted.

ACTION REQUIRED / PROPOSED MOTION:

Authorize the Chairman to sign Agreement for Hospital Morgue Use with UnityPoint Health - Sioux City

AGREEMENT FOR HOSPITAL MORGUE USE

This Agreement for Hospital Morgue Use (“Agreement”) is entered into by and between Northwest Iowa Hospital Corporation d/b/a UnityPoint Health – Sioux City, an Iowa nonprofit corporation (“UPH-SC”), and the Woodbury County Board of Supervisors, a subdivision of the State of Iowa (“County”), effective September 1, 2024 (“Effective Date”).

WHEREAS, UPH-SC operates an acute care hospital in Sioux City, Woodbury County, Iowa and operates a morgue in connection with that hospital,

WHEREAS, County is intermittently in need of the use of a morgue (“Services”), and

WHEREAS, the parties have concluded that, in furtherance of their shared mission, they wish to arrange for UPH-SC to provide Services to County according to the terms set forth in this Agreement,

NOW, THEREFORE, the parties hereto agree as follows:

1. **Obligations of UPH-SC.** UPH-SC will provide County with the Services itemized in the first table set out on Exhibit A, attached to this Agreement and incorporated into it by reference (“Services”). Subject to availability, UPH-SC will also make available the supplies itemized on the second table set out on Exhibit A (“Supplies”).

2. **Obligations of County.** County will make use of the morgue and UPH-SC’s Services in accordance with all Laws, as defined below, and with UPH-SC’s policies and procedures, and County will pay UPH-SC’s invoices as set forth below.

3. **Payment.** UPH-SC will issue monthly invoices to County reflecting all charges for Services and Supplies, and County will pay UPH-SC in full within thirty (30) days after its receipt of any invoice from UPH-SC. Applicable charges are set out on the attached Exhibit A.

4. **Independent Contractor.** In the performance of this Agreement, UPH-SC shall at all times be an independent contractor and not an agent of County. UPH-SC alone shall be responsible for the method and manner in which it and its employees carry out the duties set forth in this Agreement. UPH-SC shall remain the exclusive employer of the persons performing Services, and shall be solely responsible for paying their wages, payroll, payroll reporting, withholdings and payments including all Social Security, income taxes, unemployment taxes, workers’ compensation insurance, benefits, benefit administration, benefit continuation obligations, and any other related payroll taxes or deductions, (together with any required employee contributory portion) and other employee benefit costs and contributions.

5. **Compliance.** All Services rendered by UPH-SC and County’s use of Services pursuant to the terms of this Agreement will be in accordance with all applicable laws, rules and regulations of all local, state and federal regulatory agencies and accrediting bodies with jurisdiction over any aspect of Services performed under this Agreement (“Laws”).

6. **Indemnity.** Each party (the “Indemnifying Party”) agrees to indemnify and hold the other party, its officers, directors, employees and agents (the “Indemnified Party”) harmless from and against any loss, liability, damage, action, cost or expense (including reasonable attorney’s fees and court costs) arising out of (i) the negligence acts or omission of the Indemnifying Party, its officers, directors, employees or agents, and (ii) a breach of the terms of this Agreement, including any attachments or exhibits to this Agreement, by the Indemnifying Party.

7. **Term.** The term of this Agreement shall be from the Effective Date through December 31, 2025.

8. **Termination.** Notwithstanding the stated term, this Agreement may be terminated as follows:

a. **For Cause.** For cause, by either party, upon giving the other party not less than thirty (30) days’ prior written Notice of termination specifying the alleged breach and the date on which termination will be effective, provided that in the event of termination for cause under this subparagraph, the party receiving Notice shall have the notice period in which to correct or cure the alleged breach to the reasonable satisfaction of the party giving Notice. It shall be a terminable breach of this Agreement for County to present medical waste and/or sharps to UPH-SC in violation of the Guidelines;

b. **Supervening Law.** By either party following reasonable (determined with regard to minimizing or eliminating the risk) written Notice to the other party based upon an opinion from such party’s legal counsel that existing or changed statute, regulation, interpretation, case law or other Laws applied to this transaction create(s) an unreasonable risk of sanction, prosecution, or assessment to the party giving Notice; or

c. **Without Cause.** By either party, for any reason upon sixty (60) days’ advance written Notice to the other party.

9. **Access to Books and Records.** To the extent required by Laws, until the expiration of four (4) years after the furnishing of products and services pursuant to this Agreement, County agrees to make available upon receipt of written request from the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, this Agreement and the books, documents and records that are necessary to certify the nature and extent of costs of products and services provided by UPH-SC hereunder.

10. **Notices.** Any Notices relating to this Agreement must be in writing and shall be mailed to their parties at their principal place of business, by certified mail, return receipt requested. Notice will be deemed to have been given on the third (3rd) mailing day after being deposited in United States mail.

11. **Governing Law.** This Agreement is made under and shall be construed according to the laws of the State of Iowa excluding its conflicts of laws principles.

12. **Jurisdiction; Fees and Costs.** The parties consent to the jurisdiction of courts sitting in the State of Iowa over any dispute arising between them regarding this Agreement. If

either party brings legal action regarding this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

13. **Entire Agreement.** This Agreement states the entire agreement between the Parties and supersedes any prior agreements, understandings, or representations with respect thereto.

14. **Amendments.** Any amendment to this Agreement must be made in writing and signed by authorized representatives of both Parties.

15. **No Waiver.** No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or the exercise of any other right, power or privilege hereunder. No waiver of any term or condition of this Agreement will be valid or binding on a Party unless agreed upon by such Party in writing.

16. **Severability.** If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed, and the remainder of this Agreement will continue in full force and effect.

17. **Assignment.** Neither party may assign its rights or obligations under this Agreement except to an affiliate of the party, or with the express written consent of the other, which shall not be unreasonably denied.

18. **Counterparts.** This Agreement may be executed in multiple counterparts, any one of which will be deemed an original, but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Effective Date.

NORTHWEST IOWA HOSPITAL CORPORATION

WOODBURY COUNTY BOARD OF SUPERVISORS

By: _____

By: _____ Matthew Ung

Title: _____

Title: _____ Chairman

Date: _____

Date: _____ 9/10/2024

EXHIBIT A

**UnityPoint Health
Woodbury County Monthly Morgue Costs**

Service	Rate	Monthly Total
EVS Cleaning	\$23.50/hour*	\$174.55
Laundry	\$0.61/lb	\$20.33
Security	\$30.62/hour*	\$278.16
Supplies**	\$539.11/year	\$44.94
Stericycle	\$200/year	\$16.67
TOTAL		\$534.65***

*Includes benefits

***An additional \$75 storage fee per case will be billed if Medical Examiner Cases are stored in the hospital morgue pending disposition.

****Itemized supplies**

	Quantity	Unit Price	Total Price	Monthly
Shoe covers	4 boxes	\$19.23/box	\$76.92	\$6.41
Gloves	12 boxes	\$9.25/box	\$111.00	\$9.25
Gowns	4 boxes	\$6.32/box	\$25.28	\$2.11
Face shields	6 each	\$3.06 each	\$18.36	\$1.53
Masks	2 boxes	\$3.47	\$6.94	\$0.58
Scalpel blades	1 case	\$41.53	\$41.53	\$3.46
Long blades	20	\$400.45 (per case of 50 blades)	\$160.18	\$13.35
EDTA tubes	2 flats	\$108.00 per case of 10 flats	\$21.60	\$1.80
Red top tubs	2 flats	\$81.60/case of 10 flats	\$16.32	\$1.36
Biohazard bags	1 box	\$16.03	\$16.03	\$1.34
Formalin 960 ml	24	\$44.95	\$44.95	\$3.75
		TOTAL	\$539.11	\$44.94