



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
(OCTOBER 1) (WEEK 40 OF 2024)

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

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

Daniel A. Bittinger II  
389-4405  
[dbittinger@woodburycountyiowa.gov](mailto:dbittinger@woodburycountyiowa.gov)

Mark E. Nelson  
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Keith W. Radig  
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Jeremy J. Taylor  
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Matthew A. Ung  
490-7852  
[matthewung@woodburycountyiowa.gov](mailto:matthewung@woodburycountyiowa.gov)

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held October 1, 2024, at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

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## AGENDA

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

1. Approval of the agenda Action

### Consent Agenda

**Items 2 through 5 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 24, 2024 meeting
3. Approval of claims
4. County Treasurer – Tina Bertrand
  - a. Approve property tax refund request for parcel #894729184021 in the amount of \$318.00
  - b. Approve property tax refund request for parcel #894735167001 in the amount of \$648.00
5. Human Resources – Melissa Thomas
  - Approval of retiree request to remain on the County dental insurance

## End Consent Agenda

6. Board Administrator – Heather Van Sickle
  - 4:35 p.m. (Set time) a. Public hearing and sale of property parcel #894726178006 (aka 900 Cornelia Street) Action
  - 4:37 p.m. (Set time) b. Public hearing and sale of property parcel #894726177013 (aka 931 Cornelia Street) Action
  - 4:39 p.m. (Set time) c. Public hearing and sale of property parcel #894726178011 (aka 917 Glass Street) Action
  - 4:41 p.m. (Set time) d. Public hearing and sale of property parcel #894728102006 (aka 208 14<sup>th</sup> Street) Action
  
7. Planning/Zoning – Daniel Priestley
  - 4:45 p.m. (Set time) a. Conduct the third and final public hearing on proposed revisions to Woodbury County Ordinance #56, including amending Sections 5.2.D, 6.1.A, 6.2, 7, and 7.1.C, which regulate Commercial Wind Energy Conversion Systems (C-WECS) in unincorporated Woodbury County. The amendments address changes to the C-WECS application process, submission requirements, siting and design standards, including setbacks, protected areas, setback waiver limitations, as well as updates to discontinuance and decommissioning plan requirements Action
  - b. Approval of the 3<sup>rd</sup> and final reading of the ordinance amendments
  - c. Adopt the ordinance amendments
  
8. SafePlace – Stephanie Pickinpaugh  
Approval of and presentation of proclamation for “Domestic Violence Awareness Month” Action
  
9. Board of Supervisors – Mark Nelson & Keith Radig  
Approval of the Memorandum of Understanding addressing retention and recruitment in the County Attorney’s Office Action
  
10. Secondary Roads – Mark Nahra
  - a. Approval of a federal aid replacement fund project agreement for project numbered STP-S-C097(153)—5E-97 Action
  - b. Approval of plans for project number STP-S-C097(153)—5E-97 Action
  - c. Approval of a federal aid replacement fund project agreement for project numbered BROS—C097(150)—8J-97 Action
  - d. Approval of plans for project number BROS-C097(150)—8J-97 Action
  
11. Deputy County Auditor – Michelle Skaff  
Approve \$50,000-\$100,000 as a group purchase threshold retroactive to 7-1-23 and direct Deputy Skaff to amend the fixed asset policy and bring back for board approval Action
  
12. Board of Supervisors – Daniel Bittinger
  - a. Discussion about the future of Rolling Hills Services Region physical property Information
  - b. Approval of Opioid Remediation Settlement request and proposal from Sky Ranch Behavioral Services for 3 F.T.E. positions Action
  
13. Reports on Committee Meetings Information

14. Citizen Concerns

Information

15. Board Concerns

Information

## ADJOURNMENT

*Subject to Additions/Deletions*

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## CALENDAR OF EVENTS

- 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, Brown's Lake – Bigelow Park
- WED., OCT 16**   **10:30 a.m.**   Western Iowa Tourism Region Meeting, LaunchPad Museum, 623 Pearl St.
- 12:00 p.m.**    Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- 4:30 p.m.**    Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- WED., OCT 23**   **2:30 p.m.**    Rolling Hills Community Services Region Governance Board Meeting
- MON., OCT 28**   **6:00 p.m.**    Zoning Commission Meeting, Courthouse Basement Boardroom
- THU., OCT 24**   **11:00 a.m.**   Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.
- MON., NOV 4**    **6:00 p.m.**    Board of Adjustment meeting, Courthouse Basement Boardroom
- WED., NOV 6**    **11:00 a.m.**    Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
- 1:00 p.m.**    Loess Hills Alliance Executive Meeting
- 4:45 p.m.**    Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.

**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 24, 2024, THIRTY-NINETH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, September 24, 2024, at 4:30 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.

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 24, 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 September 17, 2024, meeting. Copy filed.
3. To approve the claims totaling \$775,406.60. Copy filed.
4. To approve the separation of Cole Thomas, Summer Laborer, Secondary Roads Dept., effective 08-16-2024. End of Temp Work.; Separation of Andrew Devereux, Intern, County Attorney Dept., effective 08-16-24. End of Temp Work.; the appointment of Mansanwalpreet Singh, Assistant County Attorney, County Attorney Dept., effective 09-30-2024. \$79,069.00/year. Job Vacancy Posted on 03/26/2003. Entry Level Salary: \$79,069.00/year.; the end of probation of Kyrese Peck, Motor Grader Operator, Secondary Roads Dept., effective 09-30-2024. \$28.18/hour. 3%=\$0.85/hr. End of Probationary Period. Move to Step 1. Anniversary Date 10/3/24.; the end of probation of John Gibson, Equipment Operator, Secondary Roads Dept. effective 09-30-24. \$27.88/hour. 3%=\$0.84/hr. End of Probationary Period. Move to Step 1. Anniversary Date 10/3/24.; the separation of Jeff Davis, Youth Worker, Juvenile Detention Dept., effective 10-08-2024. Retired. Copy filed.
- 4b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Youth Worker – FT, Juvenile Detention. AFSCME Juvenile: \$22.05/hour. Copy filed.
- 4c. To approve request of Debra Leckband to remain on the county dental insurance. Copy filed.
5. To approve to set the dates and times for 3 Public Hearings on a proposed Zoning Ordinance Map Amendment (rezone) of 1.14-acres located on Parcel #884726200002, Section 26, T88N R47W (Woodbury Township) from Agricultural Preservation (AP) to the Agricultural Estates (AE) Zoning District. Tuesday, October 8, 2024, 4:45 PM., Tuesday, October 15, 2024, 4:45 PM., and Tuesday, October 22, 2024, 4:45 PM. Copy filed.
6. To approve the permit to work in the right of way for Barbara Leimer and to direct the chair to sign the permit. Copy filed.
7. To approve renaming the Butler Meeting Room the “Dennis Butler Meeting Room”. Copy filed.

Carried 5-0.

8. Motion by Radig second by Nelson to approve the allocation of \$1,000 (Gaming Revenue) and 2 days (16 hours total) of paid time off for the employee contribution campaign. Carried 5-0. Copy filed.
9. Motion by Radig second by Bittinger to approve to reallocate \$30,000 from EMS Extraction Equipment (ARPA20) to purchase two items - \$15,681.80 for LifePak Monitor upgrades (APRA24) and \$14,318.20 for a skid unit for a Grass Rig (ARPA25). Carried 5-0. Copy filed.
- 11a. Motion by Radig second by Ung to approve the resolution to revise the Woodbury County FY 2025 Five Year Road Construction Program. Carried 5-0.

Unforeseen circumstances have arisen since adoption of the approved Secondary Road Five Year Program and previous revisions, requiring changes to the sequence, funding, and timing of the proposed work plan.

The Board of Supervisors of Woodbury County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2025), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

The following projects shall be MODIFIED as follows:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Modifications	Total
FM-C097(152)--55 -97 D38 HMA Resurfacing 32655	On D38, from County Route K64 E 10.3 miles to IA Hwy 31 HMA Resurfacing on D38 from Moville Blacktop to Hwy 31	43 10.400 miles	366 HMA Paving FM	added 600,000 FM dollars to 2025	\$2,600,0 00

Fund	Accomplishment Year		
	Previous Amount	New Amount	Net Change
Local	\$1,700,000	\$1,700,000	\$0
Farm-to-Market	\$3,397,000	\$3,997,000	\$600,000
Special	\$2,000,000	\$2,000,000	\$0
SWAP	\$200,000	\$200,000	\$0
Federal Aid	\$4,603,000	\$4,603,000	\$0
Totals	\$11,900,000	\$12,500,000	\$600,000

So Dated this 24<sup>th</sup> Day of September, 2024  
 WOODBURY COUNTY BOARD OF SUPERVISORS  
 Copy filed.

11b. Motion by Taylor second by Ung to award the quote for a used tracked skid steer loader to Sooland Bob Cat for \$28,000.00. Carried 5-0.

10a. The public hearing on proposed revisions to the Woodbury County Ordinance was opened.

Ron Steinhoff, Smithland, David Cooper, Moville, Chuck Hoelker, Kingsley, Daniel Hair, Hornick, Steve Corey, Salix, Jana Martens, Moville, Doyle Turner, Moville, Jacob Joliet, Urbandale, Larry Filipi, Anthon, Roger Wilcox, Pierson and Robin Schiro, Elk Point SD, addressed the Board in regard to the proposed revisions.

Motion by Taylor second by Ung to receive a letter read into the record by Bittinger. Carried 5-0. Copy Filed.

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

10b. Motion by Ung second by Taylor to approve the second reading on proposed revisions to the Woodbury County Ordinance #56, including amending Sections 5.2D, 6.1.A, 6.2, 7, and 7.1C, which regulate Commercial Wind Energy Conversion Systems (C-WECS) in unincorporated Woodbury County. Carried 5-0. Copy filed.

12. Michelle Skaff, Deputy County Auditor, provided a budget review. Copy filed.

Motion by Ung second by Taylor to receive supporting information related to the Budget review. Carried 5-0. Copy filed.

13. Motion by Taylor second by Radig to approve the purchase of equipment for CJIS dual authentication up to \$15,000.00 that was not included in the FY25 budget and to use at least \$4,392.98 of ARPA funds to fund the purchase. Carried 5-0. Copy filed.

14. Reports on committee meetings were heard.

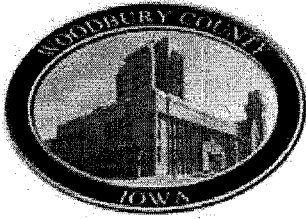
15. Trevor Bass, Sioux City, commented on ongoing discussions regarding staffing shortages in the county attorney's office.

16. Board concerns were heard.

There was a consensus to place an item on the agenda for next week for a proposed MOU to deal with staffing shortages in the county attorney's office.

The Board adjourned the regular meeting until October 1, 2024.

Meeting sign in sheet. Copy filed.



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

September 25, 2024

RE: Overpayment of Taxes

Dear Board of Supervisors,

The following have requested refunds of overpayments on these parcels:

Raymond Svendsen	8947 29 184 021	1221 W 2 <sup>nd</sup> St-Sioux City	\$318.00
Closing Siouxland	8947 35 167 001	800 S Alice St-Sioux City	\$648.00

Please approve the above so we can issue refund checks to them.

Thank you for your time,

A handwritten signature in cursive script that reads "Janet L. Trimpe".

Janet L. Trimpe  
Woodbury County Tax Deputy  
[jtrimpe@woodburycountyiowa.gov](mailto:jtrimpe@woodburycountyiowa.gov)  
712-224-6024

**RE: JEFF DAVIS**

Melissa Thomas <melissathomas@woodburycountyiowa.gov>

Thu 9/26/2024 9:00 AM

To: Jeff Davis <jdavis@woodburycountyiowa.gov>

Cc: Katie Parker <kparker@woodburycountyiowa.gov>

Received, thank you.

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**From:** Jeff Davis <jdavis@woodburycountyiowa.gov>

**Sent:** Thursday, September 26, 2024 3:33 AM

**To:** Melissa Thomas <melissathomas@woodburycountyiowa.gov>

**Subject:** JEFF DAVIS

I Jeff C. Davis, Request to stay on the Woodbury County Dental Family Plan. Thank You.  
Jeff C. Davis



# RESOLUTION #

## NOTICE OF PROPERTY SALE

### Parcels #894726178006

**WHEREAS** Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

**Lot Forty (40) Block Seven (7) Eden Park Addition, City of Sioux City, Woodbury County, Iowa (900 Cornelia Street)**

**NOW THEREFORE,**

**BE IT RESOLVED** by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on  
The **1<sup>st</sup> Day of October, 2024 at 4:35 o'clock p.m.** in the basement of the  
Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a  
public auction to be held on the **1<sup>st</sup> Day of October, 2024**, immediately  
following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest  
bidder at or above a **total minimum bid of \$100.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale"  
and except for this subparagraph 4 be published as notice of the  
aforesaid proposal, hearing and sale.

Dated this 17<sup>th</sup> Day of September, 2024.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

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Patrick F. Gill  
Woodbury County Auditor  
and Recorder

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Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: Nick Noyes

Date: 8/29/24

Address: 201 W Amherst St., Marcus

Phone: 389-1777

Address or approximate address/location of property interested in:

900 Comelice

GIS PIN # 894726178006

*\*This portion to be completed by Board Administration \**

Legal Description:

Lot 40 Block 7 Eden Park Addition  
to Sioux City in Woodbury County, Iowa

Tax Sale #/Date: #99 6/16/97

Parcel # 148965

Tax Deeded to Woodbury County on: 1999

Current Assessed Value: Land \$6,900 Building  Total \$6,900

Approximate Delinquent Real Estate Taxes:

Approximate Delinquent Special Assessment Taxes:

\*Cost of Services: N/A

Inspection to: Matthew Ong

Date: 8/29/24

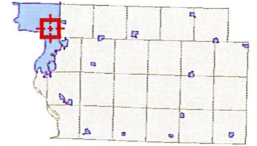
Minimum Bid Set by Supervisor: \$700

Date and Time Set for Auction: \_\_\_\_\_

\* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Overview



Legend

- Roads
-  Corp Boundaries
-  Townships
-  Parcels

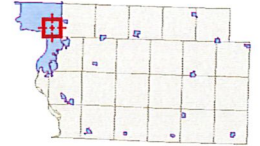
Parcel ID	894726178006	Alternate ID	148965	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	900 CORNELIA ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	EDEN PARK LOT 40 BK 7				
	<b>(Note: Not to be used on legal documents)</b>				

Date created: 9/3/2024  
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Developed by 



Overview



Legend

- Roads
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- ▭ Parcels

Parcel ID	894726178006	Alternate ID	148965	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
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	SIOUX CITY				
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	(Note: Not to be used on legal documents)				

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 GEOSPATIAL

# RESOLUTION #

## NOTICE OF PROPERTY SALE

### Parcels #894726177013

**WHEREAS** Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

**Lot Fourteen (14) Block Six (6) Eden Park Addition, City of Sioux City, Woodbury County, Iowa (931 Cornelia Street)**

**NOW THEREFORE,**

**BE IT RESOLVED** by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on  
The **1<sup>st</sup> Day of October, 2024 at 4:37 o'clock p.m.** in the basement of the  
Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a  
public auction to be held on the **1<sup>st</sup> Day of October, 2024**, immediately  
following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest  
bidder at or above a **total minimum bid of \$100.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale"  
and except for this subparagraph 4 be published as notice of the  
aforesaid proposal, hearing and sale.

Dated this 17<sup>th</sup> Day of September, 2024.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

---

Patrick F. Gill  
Woodbury County Auditor  
and Recorder

---

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: Nick Noyes

Date: 8/29/24

Address: 201 W. Amherst St. Marcus

Phone: 389-1777

Address or approximate address/location of property interested in:

931 Cornelia

GIS PIN # 894726177013

*\*This portion to be completed by Board Administration\**

Legal Description:

Lot 14 Block 6, Eden Park Addition  
to Sioux City in Woodbury County, Iowa

Tax Sale #/Date: 92 6/15/92

Parcel # 147750

Tax Deeded to Woodbury County on: 1994

Current Assessed Value: Land \$6,900 - Building 0 Total 6,900

Approximate Delinquent Real Estate Taxes: 0

Approximate Delinquent Special Assessment Taxes: 0

\*Cost of Services: N/A

Inspection to: Matthew Ong

Date: 8/29/24

Minimum Bid Set by Supervisor: \$100

Date and Time Set for Auction: \_\_\_\_\_

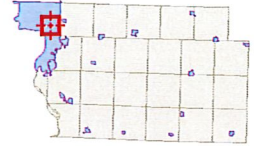
\* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



# Beacon™ Woodbury County, IA / Sioux City



### Overview



### Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

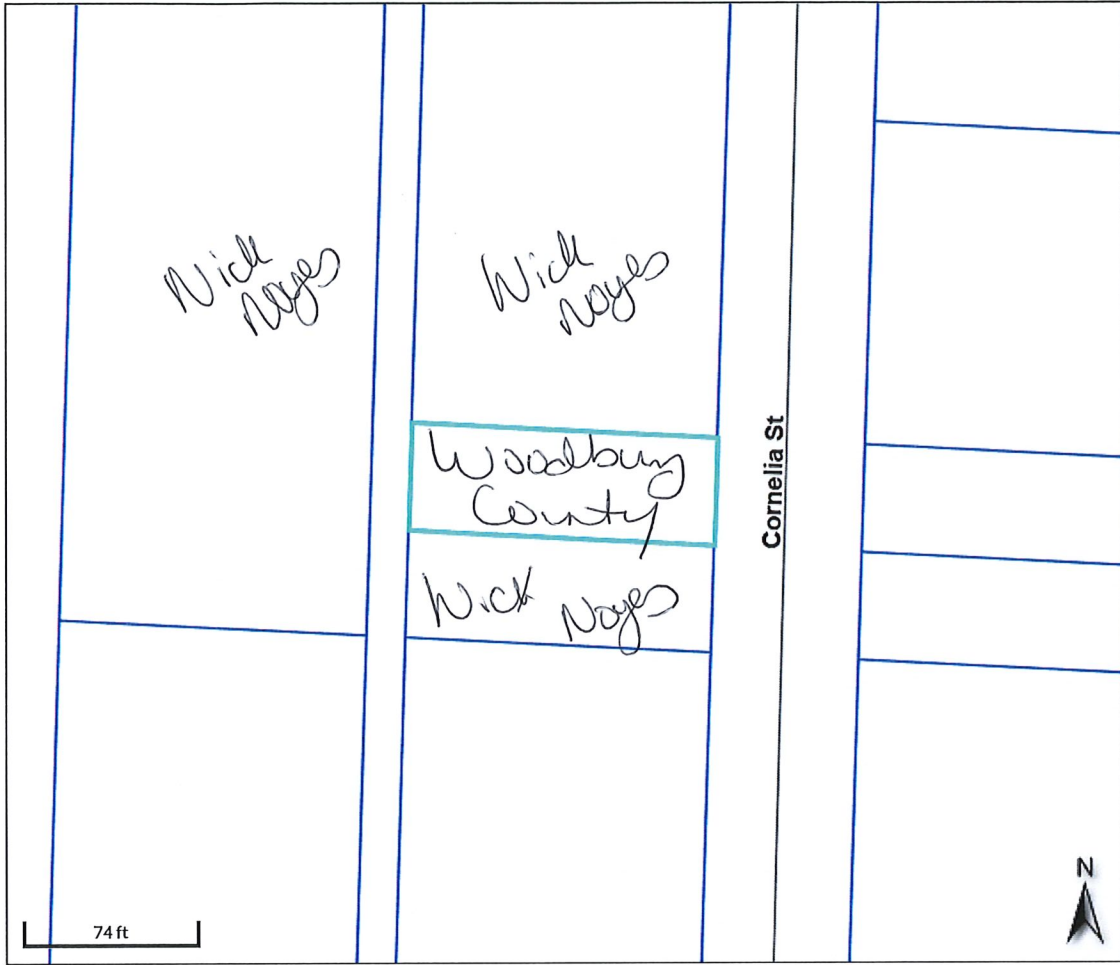
Parcel ID	894726177013	Alternate ID	147750	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	931 CORNELIA ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	EDEN PARK LOT 14 BLK 6				
	(Note: Not to be used on legal documents)				

Date created: 9/3/2024  
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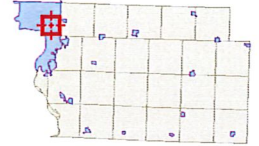
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 GEOSPATIAL



# Beacon™ Woodbury County, IA / Sioux City



### Overview



### Legend

- Roads
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- Parcels

Parcel ID 894726177013  
 Sec/Twp/Rng n/a  
 Property Address 931 CORNELIA ST  
 SIOUX CITY

Alternate ID 147750  
 Class R  
 Acreage n/a

Owner Address WOODBURY COUNTY  
 620 DOUGLAS ST  
 SIOUX CITY, IA 51101

District 0087  
 Brief Tax Description EDEN PARK LOT 14 BLK 6  
 (Note: Not to be used on legal documents)

Date created: 9/3/2024  
 Last Data Uploaded: 9/3/2024 12:50:14 AM

Developed by Schneider  
 GEOSPATIAL



# RESOLUTION #

## NOTICE OF PROPERTY SALE

### Parcels #894726178011

**WHEREAS** Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

**Lot Fourteen (14) Block Seven (7) Eden Park Addition, City of Sioux City, Woodbury County, Iowa  
(917 Glass Street)**

**NOW THEREFORE,**

**BE IT RESOLVED** by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on  
The **1<sup>st</sup> Day of October, 2024 at 4:39 o'clock p.m.** in the basement of the  
Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a  
public auction to be held on the **1<sup>st</sup> Day of October, 2024**, immediately  
following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest  
bidder at or above a **total minimum bid of \$100.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale"  
and except for this subparagraph 4 be published as notice of the  
aforesaid proposal, hearing and sale.

Dated this 17<sup>th</sup> Day of September, 2024.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

---

Patrick F. Gill  
Woodbury County Auditor  
and Recorder

---

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: Nick Noyes Date: 8/29/24  
Address: 201 W Amberst, Marcus Phone: 389-1777

Address or approximate address/location of property interested in:

917 Glass St.

GIS PIN # 89472618011

*\*This portion to be completed by Board Administration \**

Legal Description:

Lot 14 Block Seven, Eden Park Addition  
Sioux City, Iowa in Woodbury County

Tax Sale #/Date: 98 6/16/97 Parcel # \_\_\_\_\_

Tax Deeded to Woodbury County on: 1999

Current Assessed Value: Land \$6,900 Building  Total \$6,900

Approximate Delinquent Real Estate Taxes:

Approximate Delinquent Special Assessment Taxes:

\*Cost of Services: N/A

Inspection to: Matthew Wng Date: 8/29/24

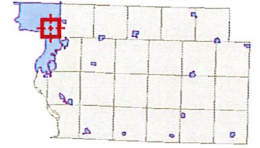
Minimum Bid Set by Supervisor: \$100

Date and Time Set for Auction: \_\_\_\_\_

\* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Overview



Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

Parcel ID	894726178011	Alternate ID	148590	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	917 GLASS ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	EDEN PARK LOT 14 BK 7				
	(Note: Not to be used on legal documents)				

Date created: 9/3/2024  
 Last Data Uploaded: 9/3/2024 12:50:14 AM

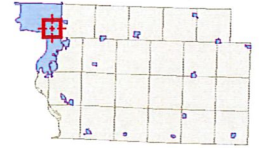
Developed by  **Schneider**  
 GEOSPATIAL



# Beacon™ Woodbury County, IA / Sioux City



### Overview



### Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

Parcel ID 894726178011  
 Sec/Twp/Rng n/a  
 Property Address 917 GLASS ST  
 SIOUX CITY

Alternate ID 148590  
 Class R  
 Acreage n/a

Owner Address WOODBURY COUNTY  
 620 DOUGLAS ST  
 SIOUX CITY, IA 51101

District 0087

Brief Tax Description EDEN PARK LOT 14 BK 7

(Note: Not to be used on legal documents)

Date created: 9/3/2024

Last Data Uploaded: 9/3/2024 12:50:14 AM

Developed by Schneider  
 GEOSPATIAL

# RESOLUTION #

## NOTICE OF PROPERTY SALE

### Parcels #894728102006

WHEREAS Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

**The West Twenty-five feet (W 25') of the East Fifty feet (E 50') of Lot One (1) and the West Twenty-five feet (W 25') of the East Fifty feet (E 50') of the North Eighteen and one-half feet (N 18 ½') of Lot Two (2), Block Seventy-nine (79), Sioux City East Addition, City of Sioux City, Woodbury County, Iowa (208 14<sup>th</sup> Street)**

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on  
The **1<sup>st</sup> Day of October, 2024 at 4:41 o'clock p.m.** in the basement of the  
Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a  
public auction to be held on the **1<sup>st</sup> Day of October, 2024**, immediately  
following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest  
bidder at or above a **total minimum bid of \$224.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale"  
and except for this subparagraph 4 be published as notice of the  
aforesaid proposal, hearing and sale.

Dated this 17<sup>th</sup> Day of September, 2024.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

---

Patrick F. Gill  
Woodbury County Auditor  
and Recorder

---

Matthew A. Ung, Chairman

**REQUEST FOR MINIMUM BID**

Name: Channara Kin Date: 2-12-24

Address: 2601 McDonald St. S.C. IA 51104 Phone: 712-301-2396  
Dennis Benson - 712-253-1951

Address or approximate address/location of property interested in:

208-14th St.

GIS PIN # 894728102006

*\*This portion to be completed by Board Administration \**

Legal Description:

SIoux City East W25 ft. E50 ft. Lot 1 + N 18.5 ft W25  
ft E50 ft Lot 2 BIK 79

Tax Sale #/Date: 949/2012 Parcel # 29160

Tax Deeded to Woodbury County on: 8/27/24

Current Assessed Value: Land 100.00 Building 0 Total 100.00

Approximate Delinquent Real Estate Taxes: \_\_\_\_\_

Total \$56,048.00

Approximate Delinquent Special Assessment Taxes: \_\_\_\_\_

\*Cost of Services: \$124

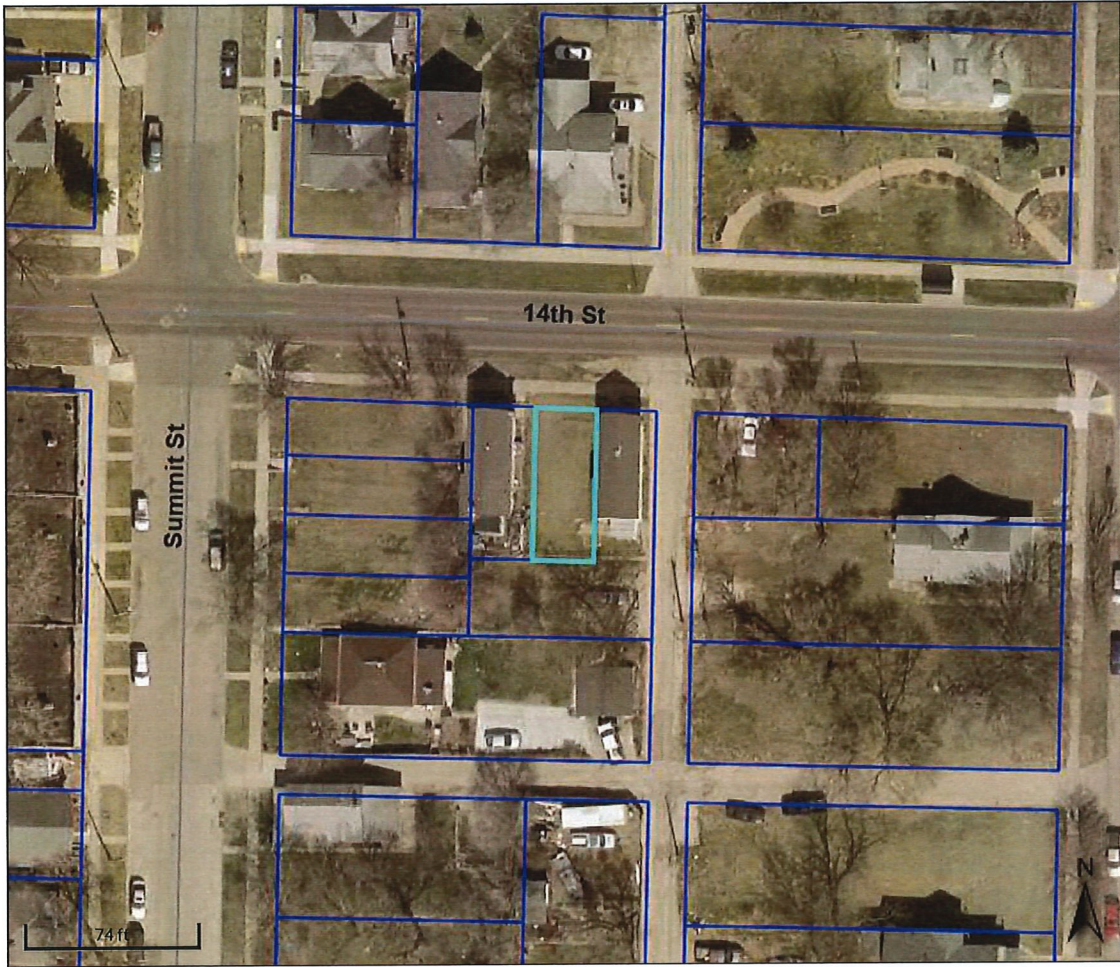
Inspection to: Matthew Long Date: 2-12-24

Minimum Bid Set by Supervisor: \$100 plus \$124 for cost of services

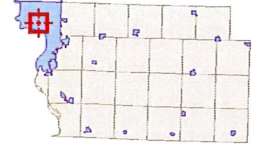
Total: \$224

Date and Time Set for Auction: Tuesday, October 1st @ 4:41 p.m.

\* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

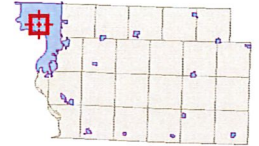
Parcel ID	894728102006	Alternate ID	29160	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	208 14TH ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	SIOUX CITY EAST W 25 FT E 50 FT LOT 1 & N 18.5 FT W 25 FT E 50 FT LOT 2 BLK 79				
	<b>(Note: Not to be used on legal documents)</b>				

Date created: 9/12/2024  
 Last Data Uploaded: 9/12/2024 1:17:55 AM

Developed by  **Schneider**  
 GEOSPATIAL



Overview



Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

Parcel ID	894728102006	Alternate ID	29160	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	208 14TH ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	SIOUX CITY EAST W 25 FT E 50 FT LOT 1 & N 18.5 FT W 25 FT E 50 FT LOT 2 BLK 79				
	<b>(Note: Not to be used on legal documents)</b>				

Date created: 9/12/2024  
 Last Data Uploaded: 9/12/2024 1:17:55 AM



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

Date: 9/25/24

Weekly Agenda Date: 10/1/24 4:45

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Daniel J. Priestley

**WORDING FOR AGENDA ITEM:**

A) Conduct the third and final public hearing on proposed revisions to Woodbury County Ordinance #56, including amending Sections 5.2.D, 6.1.A, 6.2, 7, and 7.1.C, which regulate Commercial Wind Energy Conversion Systems (C-WECS) in unincorporated Woodbury County. The amendments address changes to the C-WECS application process, submission requirements, siting and design standards, including setbacks, protected areas, setback waiver limitations, as well as updates to discontinuance and decommissioning requirements. B) Motion to approve the 3rd and Final Reading of the Ordinance Amendments. C) Adopt the Ordinance Amendments.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

**SUMMARY OF PROPOSED REVISIONS TO WOODBURY COUNTY, IOWA ORDINANCE #56: AMENDMENTS TO MODIFY SECTION 5.2.D, SECTION 6.1.A, SECTION 6.2, SECTION 7, AND SECTION 7.1.C IN THE ORDINANCE REGULATING COMMERCIAL WIND ENERGY CONVERSION SYSTEMS IN UNINCORPORATED WOODBURY COUNTY. THE AMENDMENTS TO THE REFERENCED SECTIONS INCLUDE MODIFICATIONS TO THE COMMERCIAL WIND ENERGY CONVERSION SYSTEMS SPECIAL USE PERMIT APPLICATION REVIEW AND APPROVAL PROCESS INCLUDING APPLICATION SUBMISSION REQUIREMENTS, SITING AND DESIGN STANDARDS INCLUDING SETBACKS, WIND TURBINES PROTECTED AREAS AND TURBINE SET BACK REQUIREMENTS AND SETBACK WAIVERS REQUIREMENTS, AND DISCONTINUANCE AND DECOMMISSIONING REQUIREMENTS.**

**BACKGROUND:**

The People of Woodbury County (the "County"), as reflected in the County Comprehensive Plan 2040 (the "Comp Plan"), expect the County to scrutinize policies that could significantly impact their long-term prosperity, including health, safety, and welfare. The Comp Plan sets a goal to "plan for the creation and use of alternative and renewable energy sources in Woodbury County" (p. 127). However, it also emphasizes the need to "continuously update policies that regulate renewable energy infrastructure to ensure that it does not present safety hazards and to minimize disruptions to surrounding land uses."

Since the passage of Ordinance #56, which regulates commercial wind energy conversion systems (C-WECS) in unincorporated Woodbury County in July 2021, there has been significant public input. Residents have raised concerns about potential dangers that could impact their communities including those considered in subsequent amendments adopted in August 2022 and May 2023. New information about the safety ratings of wind turbines has continued to raise concerns among residents not limited to data presented in safety data sheets.

On April 17, 2024, a town hall meeting hosted by the Woodbury County Board of Supervisors and the Lawton City Council members was held in Lawton, IA. The meeting covered various topics, including C-WECS regulations. Attendees expressed concerns about safety, long-term agreements, and property values (Woodbury "Lawton," 2024). Following the meeting, a petition with over 160 signatures was submitted on August 6, 2024, requesting the Board of Supervisors to revisit the regulations outlined in Ordinance #56. The petition includes the following statement:

"We the people of Woodbury County demand the county's commercial wind ordinance be relevant based on information readily available. We believe new information makes our current ordinance no longer relevant and needs to be updated. We, the undersigned would like to see, at a minimum, the following issues addressed: ½ mile or at least 4.5x tower height (TH) whichever is greater from a non-participating property line, 2.5x TH from a participating residence, 3 miles from a town, county park, and airports, 40 decibels max for sound, complete removal of all concrete, metal, and wires for decommissioning, and mandatory bolstering of county roads and infrastructure prior to any construction" (Woodbury "Petition," 2024).

The role of these proposed amendments is to establish a balance that continues to keep in mind the public health, safety, and general welfare of the People of Woodbury County in terms of the location, operation, and decommissioning of commercial wind projects.

**References:**

Woodbury County Board of Supervisors. (2024, April 17). Lawton Town Hall part 1 of 2 [Video]. YouTube. <https://www.youtube.com/watch?v=vYObe3e8hJk>

Woodbury County Board of Supervisors. (2024, April 17). Lawton Town Hall part 2 of 2 [Video]. YouTube. <https://www.youtube.com/watch?v=V-WPdTx6S8>

Woodbury County Board of Supervisors. (2024, August 6). Petition. Agenda Item 12: Citizens concerns. Woodbury County, Iowa. [https://www.woodburycountyiowa.gov/files/meeting\\_assets/citizens\\_concerns\\_2024-08-06\\_64181.pdf](https://www.woodburycountyiowa.gov/files/meeting_assets/citizens_concerns_2024-08-06_64181.pdf)

Woodbury County Board of Supervisors. (2024, August 6). Minutes of the Woodbury County Board of Supervisors meeting. Woodbury County, Iowa. <https://www.woodburycountyiowa.gov/supervisors/meetings/minutes/2024-08-06/>

Woodbury County Comprehensive Plan 2040. [https://www.woodburycountyiowa.gov/files/community\\_economic\\_development/woodbury\\_county\\_comprehensive\\_plan\\_2040\\_89417.pdf](https://www.woodburycountyiowa.gov/files/community_economic_development/woodbury_county_comprehensive_plan_2040_89417.pdf)

**FINANCIAL IMPACT:**

0

**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:**

Open and close the public hearing. (Set Time: 4:45 PM)

Conduct and approve the 3rd and Final Reading of the Ordinance Amendment.

Adopt the Ordinance Amendments.

**ACTION REQUIRED / PROPOSED MOTION:**

A) Conduct the third and final public hearing on proposed revisions to Woodbury County Ordinance #56, including amending Sections 5.2.D, 6.1.A, 6.2, 7, and 7.1.C, which regulate Commercial Wind Energy Conversion Systems (C-WECS) in unincorporated Woodbury County. The amendments address changes to the C-WECS application process, submission requirements, siting and design standards, including setbacks, protected areas, setback waiver limitations, as well as updates to discontinuance and decommissioning requirements.

B) Motion to approve the 3rd and Final Reading of the Ordinance Amendments.

C) Adopt the Ordinance Amendments.

ORDINANCE NO. \_\_\_\_\_  
WOODBURY COUNTY, IOWA

AN ORDINANCE AMENDING PORTIONS OF WOODBURY COUNTY ORDINANCE #56:  
AMENDMENTS TO MODIFY SECTION 5.2.D, SECTION 6.1.A, SECTION 6.2, SECTION 7, AND  
SECTION 7.1.C IN THE ORDINANCE REGULATING COMMERCIAL WIND ENERGY CONVERSION  
SYSTEMS IN UNINCORPORATED WOODBURY COUNTY.

NOW, THEREFORE, BE IT ENACTED BY THE BOARD OF SUPERVISORS OF WOODBURY  
COUNTY, IOWA THAT THE FOLLOWING AMENDMENTS BE MADE:

**AMENDMENT #1 – Section 5.2.D**

On page 6, to repeal the following language from Section 5.2.D:

Project details, including the name of the project, anticipated number, generating capacity, tower height, and rotor diameter of the turbines must be provided with the Development Plan. The final number, generating capacity, tower height, and rotor diameter must be provided in the Final Development Plan during the C-WECS Building Permit application process.

On page 6, to replace with the following:

Project details, including the name of the project, the final number, generating capacity, tower height, rotor diameter of the turbines, and the Safety Instruction Rescue and Evacuation Plan (SIREP) from the C-WECS manufacturer must be provided in the Development Plan. The final number, generating capacity, tower height, and rotor diameter of the turbines, and SIREP from the C-WECS manufacturer must be provided in the Final Development Plan during the C-WECS Building Permit application process.

**AMENDMENT #2 – Section 6.1.A**

On page 10, Section 6.1.A, in the “Wind Turbines” table to add “Non-participating Property Lines” to the “Protected Area” column and add “3,280 feet” to the “Turbine Set Back Requirement” column associated with the “Non-participating Property Lines” protected area.

**AMENDMENT #3 – Section 6.1.A**

On page 10, Section 6.1.A, in the “Wind Turbines” table to repeal the “Adjacent Property Lines” in the “Protected Area” column and replace with “Adjacent Participating Property Lines” with the “Turbine Set Back Requirement” column associated with the “Adjacent Participating Property Lines” to be “110% of total height.”

**AMENDMENT #4 – Section 6.1.A**

On page 10, Section 6.1.A, in the “Wind Tubines” table to repeal “Occupied Residence” in the “Protected Area” column and replace with “Participating Occupied Residence” with the “Turbine Set Back Requirement” column associated with the “Participating Occupied Residence” to be “2,500 feet.”

#### **AMENDMENT #5 – Section 6.1.A**

On page 10, Section 6.1.A, below the “Wind Tubines” table to add the following definition:

1. Non-participating Property Lines shall mean the legal boundary line defining any parcel of land where the landowner(s) of the parcel has not entered into a voluntary agreement with the Applicant, Operator, and/or Owner regarding the C-WECS project regardless of the presence of a residence.

#### **AMENDMENT #6 – Section 6.2**

On page 11, to repeal the following language from Section 6.2:

Setback Waivers. Property owners and municipalities may request a waiver from the setbacks as established in this Ordinance, except for the following protected areas: airports, cemeteries, public conservation areas, and public road rights-of-way.

On page 11, to replace with the following:

Setback Waivers. Property owners and municipalities may request a waiver from the setbacks as established in this ordinance, except for the following protected areas: airports, cemeteries, public conservation areas, adjacent participating property lines, and public road rights-of-way. A waiver for a participating occupied residence may not be less than 1,640 feet.

#### **AMENDMENT #7 – Section 7**

On page 12, to repeal the following language from Section 7:

A WECS shall be considered a discontinued use after one (1) year without energy production, unless a plan is developed and submitted to the CED Director outlining the steps and schedule for returning the WECS to service. Discontinued use does not apply to the pre-construction or construction period and shall be measured from the initial commercial energy production and operation of the C-WECS project. All C-WECS and accessory facilities shall be removed to a depth of four (4) feet below ground level within one (1) year of discontinuation of use.

On page 12, to replace with the following:

A WECS shall be considered a discontinued use after one (1) year without energy production. The owner/operator will have one (1) year following this determination to decommission and remove the WECS at the owner's expense. If the WECS is not removed during the one (1) year period, the County may pursue legal action against the owner. Discontinued use does not apply to the pre-construction or construction period and shall be measured from the initial commercial energy production and operation of the C-WECS project. All C-WECS and accessory facilities shall be removed completely to include all concrete, steel, rebar, wires, and cable below ground within one (1) year of discontinuation of use.

#### **AMENDMENT #8 – Section 7.1.C**

On page 12, to repeal the following language from Section 7.1.C:

Cash, an irrevocable letter of credit, or a performance bond running in favor of the County in an amount no less than the total estimated net removal/restoration costs as determined by said report. Said security must be in place at the time the project is completed, and must remain in effect until decommissioning is completed. No such security shall be cancelable without notice to the Board of Supervisors. Each year, the C-WECS Special Use Permit holder shall provide proof

that such security is in effect at the same time as the annual report to the County Assessor is made for purposes of the real estate tax assessment.

On page 12, to replace with the following:

Cash, an irrevocable letter of credit, or a performance bond running in favor of the County in an amount no less than 125% of the total estimate net removal/restoration costs as determined by said report. Said security must be in place at the time the project is completed, and must remain in effect until decommissioning is completed. No such security shall be cancelable without notice to the Board of Supervisors. Each year, the C-WECS Special Use Permit Holder shall provide proof that such security is in effect at the same time as the annual report to the County Assessor is made for purposes of the real estate tax assessment.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024

**THE WOODBURY COUNTY, IOWA BOARD OF SUPERVISORS**

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

\_\_\_\_\_  
Daniel Bittinger II, Vice Chairman

\_\_\_\_\_  
Mark Nelson

\_\_\_\_\_  
Keith Radig

\_\_\_\_\_  
Jeremy Taylor

ATTEST:

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

Adoption Timeline

- \_\_\_\_\_ : Public Hearing and 1<sup>st</sup> Reading
- \_\_\_\_\_ : Public Hearing and 2<sup>nd</sup> Reading
- \_\_\_\_\_ : Public Hearing and 3<sup>rd</sup> Reading
- \_\_\_\_\_ : Adopted
- \_\_\_\_\_ : Published/Effective Date

# WOODBURY COUNTY, IOWA

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

## *PROCLAMATION*

WHEREAS, domestic violence is a serious crime affecting individuals and families in all Siouxland communities; all races, ages, income levels, lifestyles and genders; and in fact, is probably affecting someone you know; and every 9 seconds someone experiences the crime of domestic violence; and

WHEREAS, one in three women and one in nine men will be a victim of violence in their lifetime; domestic violence violates an individual's human rights by destroying dignity, security, and self-worth due to the systematic use of physical, emotional, sexual, psychological, and economic control or abuse; SafePlace works every day to help end these acts of violence and to help rebuild the lives of the survivors; and

WHEREAS, in Siouxland, SafePlace is available 24 hours a day every day of the year and last year responded to nearly 2000 victims fleeing domestic abuse and despite high census and a global pandemic, no one in an unsafe situation was turned away; and

WHEREAS, the impact of domestic violence affects all of the members of the community, and only a coordinated community response will put a stop to these atrocious crimes and assure funding is continuously available to provide these life-saving services; and

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

### *“DOMESTIC VIOLENCE AWARENESS MONTH”*

in Woodbury County, Iowa and urge all citizens to actively participate in the scheduled events and programs and to think about the fact that it is someone you know.

BE IT SO RESOLVED this 1<sup>st</sup> day of October, 2024.

### WOODBURY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Matthew A. Ung, Chairman

\_\_\_\_\_  
Mark E. Nelson, Member

\_\_\_\_\_  
Jeremy J. Taylor, Member

\_\_\_\_\_  
Keith W. Radig, Member

\_\_\_\_\_  
Daniel A. Bittinger II, Member

Attest:

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

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

Date: 9/25/2024 Weekly Agenda Date: 10/1/2024

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervisor Nelson and Radig

**WORDING FOR AGENDA ITEM:**

Approval of the Memorandum of Understanding addressing retention and recruitment in the County Attorney's Office

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

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

**BACKGROUND:**

on 8/6 Board Begins MOU process. 8/13 Board approves 1st MOU which was later voted down by the union, 9/17 Board appoints Nelson and Radig to further negotiate MOU, 9/18 Nelson and Radig receive an amended MOU. Supervisors Nelson and Radig have made revisions to the Attorney's amended MOU which is being presented here today.

**FINANCIAL IMPACT:**

Dependant on if or when the department could reach full staffing. The impact will not be anything that requires a budget amendment because of the shortfall in staffing.

**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 MOU

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the MOU with the Attorney's Union to incentivise new hires and retain existing employees.

## September 2024 Memorandum of Understanding

This September 2024 Memorandum of Understanding ("September 2024 MOU") entered into by and between Woodbury County, Iowa ("Employer") and the American Federation of State, County and Municipal Employees, Council 61 Local 3462, Woodbury County Assistant County Attorneys and Victim Witness Coordinator ("Union"), effective September 25, 2024 ("Effective Date") and continuing until such time as the parties shall agree otherwise:

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

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

a. As of the Effective Date, Appendix A of the 2024-2027 Union Contract shall be stricken in its entirety and the new Appendix A attached to this September 2024 MOU shall be inserted in its place.

b. As of the Effective Date, Article VI, Section 2 Wage Schedule Placement and Advancement shall be amended to state as follows (changes from 2024-2027 Union Contract in highlighted text):

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

Newly hired Assistant County Attorneys shall be placed on the Appendix A salary schedule in accordance with the terms of 2024-2027 Union Contract.

As of the Effective Date, all current Assistant County Attorneys shall be placed on the appropriate step according to this September 2024 MOU and be eligible for the other wage increases and benefits provided under this September 2024 MOU.

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

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

### Section 15 Attorney Days

As of the effective date of this MOU, each employee will receive five (5) attorney days. Thereafter, each employee will receive five (5) attorney days on July 1 of each contract year. The attorney days will be scheduled by mutual



agreement between the employee and the County Attorney or his/her First Assistant Deputy. The attorney days shall not be carried over from contract year to contract year, nor shall they be granted, if unused, to any employee upon retirement, termination or discharge. No employee will be permitted to work his/her attorney day(s). Newly hired Assistant County Attorneys shall work six (6) months prior to being eligible to use their five (5) attorney days. These vacation days shall be taken in no less than half (1/2) day increments.

- d. As of the Effective Date and until the Employer reaches full staffing level of seventeen (17) attorneys or the end of the term of the 2024-2027 Union Contract, whichever is earlier, every six (6) months (based on the hire anniversary date), Assistant County Attorneys may elect to have any accrued but unused vacation hours exceeding his/her carryover limit be paid out in lieu of taking vacation time off.
- e. As of the Effective Date and until the end of the term of the 2024-2027 Union Contract, Assistant County Attorneys may work remotely one day per work week in the same practice currently being used by employees to schedule vacation time off. The County Attorney may require rescheduling of the remote work if in his/her judgment the scheduling of the remote work will adversely affect the efficient operation of the County Attorney's Office. Newly hired Assistant County Attorneys shall work one (1) year prior to being eligible to use the remote work option. The County Attorney may deny an employee's request to work from home based on that employee's performance issues. The County Attorney shall be required to submit such denial in writing with proper cause which shall be subject to the grievance procedures as stated in the current 2024-2027 Union Contract.
- f. As of the Effective Date, the Employer shall pay a retention bonus to each Assistant County Attorney of \$1,500.00 within the next pay period of the Effective Date and thereafter every six (6) months, unless prior to the pay period the Employer reaches full staffing level of seventeen (17) attorneys or the end of the term of the 2024-2027 Union Contract, whichever is earlier. Newly hired attorneys shall receive a \$3,000 bonus after completion of their first year of employment as stated in the current 2024-2027 Union Contract. Therefore, newly hired attorneys shall only become eligible for a retention bonus after completion of one year of employment.
- g. As of the Effective Date, the Employer will advance the negotiated raise of 3.0% for FY 25/26 and 3.0% for FY 26/27 at the rate of 1.5% increases every six (6) months as set out in Appendix A Salary Schedule beginning January 1, 2025 and continuing to the end of the term of the 2024-2027 Union Contract.

5

3. The Union is in agreement with these voluntary wage increases and fringe benefit offerings.

4. The Union is in agreement that the terms of this MOU shall be made retroactive to September 1, 2024 so as to be applicable to the two (2) new attorneys recently hired by the Woodbury County Attorney's Office.

5. All other terms of the 2024-2027 Union Contract shall remain in effect through June 30, 2027. To the extent there is a conflict between this September 2024 MOU and the terms of the 2024-2027 Union Contract, this September 2024 MOU shall control.

6. The Union recognizes that these wage increases and benefits provided by this August 2024 MOU are voluntary by Employer and not required by the 2024-2027 Union Contract. Employer may determine at any time in its sole discretion, upon proper Human Resources and Board of Supervisor action, to eliminate these wage increases and benefits in its entirety. Union agrees that any decision by Employer to eliminate these wage increases and benefits in its entirety, so long as such eliminations do not result in providing less than what is required by the 2024- 2027 Union Contract, would not form the basis for

a grievance or prohibited practice complaint.

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

WOODBURY COUNTY, IOWA

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

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

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

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

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

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

2024-2025

Assistant County Attorneys effective July 1, 2024 - 9.0%

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

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

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VI. APPENDIX A  
Wage and Salary Schedule

2026 - 2027

Assistant County Attorneys effective July 1, 2026- 1.5%

Step 1	\$88,152
Step 2	\$92,389
Step 3	\$96,618
Step 4	\$100,854
Step 5	\$108,910
Step 6	\$113,143
Step 7	\$117,378
Step 8	\$121,616
Step 9	\$125,849
Step 10	\$134,366

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

Re: Press Release: Attorneys Union REJECTS Compensation Increase from Woodbury County Board



Daniel Bittinger

To: Matthew A. Ung



Thu 8/29/2024 8:18 AM

Start your reply all with: [Thank you!](#) [Thank you. I appreciate that.](#) [Good. Thanks.](#) [Feedback](#)

Good press release. I am with you and holding firm on our original offer.

Thank you,

Daniel A. Bittinger II

Woodbury County Supervisor (District 2)

Cell: 712-389-4405

Email: [dbittinger@woodburycountyiowa.gov](mailto:dbittinger@woodburycountyiowa.gov)

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**From:** Matthew A. Ung <[matthewung@woodburycountyiowa.gov](mailto:matthewung@woodburycountyiowa.gov)>

**Sent:** Thursday, August 29, 2024 1:51:26 AM

**To:** Matthew A. Ung <[matthewung@woodburycountyiowa.gov](mailto:matthewung@woodburycountyiowa.gov)>

**Subject:** Press Release: Attorneys Union REJECTS Compensation Increase from Woodbury County Board

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

Date: 09/26/2024 Weekly Agenda Date: 10/01/2024

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

**WORDING FOR AGENDA ITEM:**

Consider approval of a federal aid replacement fund project agreement for project numbered STP-S-C097 (153)--5E-97

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Woodbury County is receiving STP-S funding for P.C.C. Overlay on K45, between County Line and D53. The project is proposed for a January 2025 letting.

**BACKGROUND:**

The Board is required to sign a project agreement with the Iowa DOT for projects involving funds awarded through the Iowa DOT. The funding is used for roads and bridges on a farm-to-market road. The project is a concrete overlay for 6.1 miles from the county line north west to county road D53. The letting date for this project is January 2025.

**FINANCIAL IMPACT:**

STP-S funding will pay for 66% of the \$3,000,000 estimated project cost.

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

Yes  No

**RECOMMENDATION:**

Recommend that the board approve the STP-S project agreement with the Iowa DOT for the above captioned project and direct the chair to sign the agreement.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the federal aid project agreement for projects STP-S-C097(153)--5E-97 and direct the chair to sign said agreement.

**IOWA DEPARTMENT OF TRANSPORTATION  
Federal-aid Agreement  
for a Surface Transportation Block Grant Program Project**

RECIPIENT: Woodbury County

Project No.: STP-S-C097(153)--5E-97

Iowa DOT Agreement No.: 3-24-STP-S-012

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Woodbury County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the DEPARTMENT.

The RECIPIENT has received Federal funding through the Surface Transportation Block Grant (STBG) Program. STBG funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges (as defined by the National Bridge Inspection Standards) on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the DEPARTMENT agrees to provide STBG funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Local Systems Western Region Field Engineer, Sarah R. Okerlund. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following described STBG project:  
  
PCC Overlay on K 45 from County line NW 7 miles to north of the D53 intersection
4. Eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. The RECIPIENT shall receive reimbursement for costs of authorized and approved eligible project activities from STBG funds. The portion of the project costs reimbursed by STBG funds shall be limited to a maximum of either 80 percent of eligible costs or the amount of \$1,603,000, as stipulated in the Siouxland Regional Transportation Planning Assoc. current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.
7. The RECIPIENT shall pay for all project costs not reimbursed with STBG funds.
8. If the project described in Section 3 drops out of the Siouxland Regional Transportation Planning Assoc. current TIP or the approved current STIP prior to obligation of Federal funds, and the RECIPIENT fails to



reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.

9. The RECIPIENT shall let the project for bids through the DEPARTMENT.
10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
11. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
12. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

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**County Signature Block (County Projects Only)**

This agreement was approved by official action of the Woodbury County Board of Supervisors in official session on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
County Auditor

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

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IOWA DEPARTMENT OF TRANSPORTATION  
Transportation Development Division

By \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_\_

Sarah R. Okerlund, P.E.  
Local Systems Field Engineer  
Western Region

**EXHIBIT 1**  
**General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects**

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

**1. General Requirements**

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: [https://www.iowadot.gov/local\\_systems/publications/im/lpa\\_ims.htm](https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm). The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the DEPARTMENT.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the [Iowa DOT Design Manual](#).
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. When the DEPARTMENT will pay initial project costs and credit those accounts from which initial costs were paid, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
  - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
  - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.

- iii. The DEPARTMENT's [DBE program](#), as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

## 2. Programming and Federal Authorization

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. The RECIPIENT must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous funding activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the RECIPIENT knows in advance that funding activity will not occur for nine months or more, the DEPARTMENT's Contract Administrator needs to be notified to determine if programming or authorization of funds can be adjusted or other options can be explored.
- c. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at [usaspending.gov](http://usaspending.gov).
- d. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in [I.M. 1.200](#), Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

## 3. Design

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

## 4. Environmental Requirements and other Agreements or Permits

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location

approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.

- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.
- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

## 5. Right-of-Way, Railroads and Utilities

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau [Local Public Agency Manual](#). The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. Acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the DEPARTMENT'S [Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System](#) for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT'S [Policy for Accommodating and Adjustment of Utilities on Primary Road System](#). The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

## 6. Contract Procurement

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
  - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.

- ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
  - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents in Doc Express.
- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process - Federal-aid.
  - d. The RECIPIENT shall forward a completed Project Development Certification ([Form 730002](#)) to the DEPARTMENT in accordance with [I.M. 3.710](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
  - e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
  - f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract execution.

## 7. Construction

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

## 8. Reimbursements

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable

and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

- d. Reimbursement claims shall be submitted on forms identified by the DEPARTMENT along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.
- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
  - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

## 9. Project Close-out

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. The RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

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

Date: 09/26/2024 Weekly Agenda Date: 10/01/2024

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

**WORDING FOR AGENDA ITEM:**

Consider approval of plans for project number STP-S-C097(153)--5E-97

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Plans have been completed for P.C.C. Overlay on K45, between County Line and D53. The project is proposed for a January 2025 letting.

**BACKGROUND:**

The project will resurface Old Highway 75, County Road K45, with a P.C.C. overlay. The project will span 6.1 miles.

**FINANCIAL IMPACT:**

The project will be paid for with farm-to-market and federal funds.

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

Yes  No

**RECOMMENDATION:**

I recommend that the Board approve the plans for project number STP-S-C097(153)--5E-97.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the plans for project number STP-S-C097(153)--5E-97.





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

Date: 09/26/2024 Weekly Agenda Date: 10/01/2024

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

**WORDING FOR AGENDA ITEM:**

Consider approval of a federal aid replacement fund project agreement for project numbered BROS--C097 (150)--8J-97

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Woodbury County is receiving BROS-HBP funding for the replacement of a county bridge on Hancock Ave. South of 280th St. A funding agreement is presented for board approval.

**BACKGROUND:**

The Board is required to sign a project agreement with the Iowa DOT for projects involving funds awarded through the Iowa DOT. The funding is provided for bridge replacement projects. The bridge will be replaced with a 188' beam bridge.

**FINANCIAL IMPACT:**

BROS program funding is providing 100% of the \$1,200,000 estimated project cost.

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

Yes  No

**RECOMMENDATION:**

Recommend that the board approve the BROS project agreement with the Iowa DOT for the above captioned project and direct the chair to sign the agreement.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the federal aid project agreement for projects BROS-C097(150)--8J-97 and direct the chair to sign said agreement.

**IOWA DEPARTMENT OF TRANSPORTATION  
Federal-aid Agreement  
for a County Highway Bridge Program Project**

RECIPIENT: Woodbury County

Project No: BROS-C097(150)--8J-97

Iowa DOT Agreement No: 3-24-HBP-011

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Woodbury County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the County Highway Bridge Program (HBP). In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide County HBP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Local Systems Western Region Field Engineer, Sarah R. Okerlund. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
  - A. FHWA Structure Number: 350910
  - B. Location: K67 over Wolf Creek
  - C. Preliminary Estimated Total Eligible Construction Costs: \$1,196,453
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum [\(I.M.\) 1.100](#) in place at the time of this agreement being fully executed.
7. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.

8. The RECIPIENT shall let the project for bids through the DEPARTMENT.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
12. The project shall be let to contract within 3 years of the date this agreement is approved by the DEPARTMENT. If not, this agreement may become null and void, unless the RECIPIENT submits a written request for extension to the DEPARTMENT at least 30 days prior to the 3-year deadline. If approved, this agreement may be extended for a period of time as determined by the DEPARTMENT, but not less than 6 months.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: Woodbury County

This agreement was approved by official action of the Woodbury County Board of Supervisors in official session on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION  
Transportation Development Division

By \_\_\_\_\_  
Sarah R. Okerlund, P.E.  
Local Systems Field Engineer  
Western Region

Date \_\_\_\_\_, \_\_\_\_\_

## EXHIBIT 1

### General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

#### 1. General Requirements

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: [https://www.iowadot.gov/local\\_systems/publications/im/lpa\\_ims.htm](https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm). The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the DEPARTMENT.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the [Iowa DOT Design Manual](#).
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. When the DEPARTMENT will pay initial project costs and credit those accounts from which initial costs were paid, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
  - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
  - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.

- iii. The DEPARTMENT's [DBE program](#), as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

## 2. Programming and Federal Authorization

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. The RECIPIENT must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous funding activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the RECIPIENT knows in advance that funding activity will not occur for nine months or more, the DEPARTMENT's Contract Administrator needs to be notified to determine if programming or authorization of funds can be adjusted or other options can be explored.
- c. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at [usaspending.gov](http://usaspending.gov).
- d. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in [I.M. 1.200](#), Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

## 3. Design

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

## 4. Environmental Requirements and other Agreements or Permits

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location

approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.

- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.
- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

## 5. Right-of-Way, Railroads and Utilities

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau [Local Public Agency Manual](#). The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. Acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the DEPARTMENT'S [Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System](#) for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT'S [Policy for Accommodating and Adjustment of Utilities on Primary Road System](#). The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

## 6. Contract Procurement

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
  - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.

- ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
  - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents in Doc Express.
- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process - Federal-aid.
  - d. The RECIPIENT shall forward a completed Project Development Certification ([Form 730002](#)) to the DEPARTMENT in accordance with [I.M. 3.710](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
  - e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
  - f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract execution.

## 7. Construction

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

## 8. Reimbursements

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable

and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

- d. Reimbursement claims shall be submitted on forms identified by the DEPARTMENT along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.
- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
  - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

## 9. Project Close-out

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. The RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.



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

Date: 09/26/2024 Weekly Agenda Date: 10/01/2024

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

**WORDING FOR AGENDA ITEM:**

Consider approval of plans for project number BROS-C097(150)--8J-97

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Plans have been completed for a bridge replacement project on Hancock Ave. between 280th St. and 290th St. The bridge will be replaced with a 188' beam bridge.

**BACKGROUND:**

The project will replace an aging bridge that is currently closed.

**FINANCIAL IMPACT:**

The project is Federally Funded

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

Yes  No

**RECOMMENDATION:**

I recommend that the Board approve the plans for project number BROS-C097(150)--8J-97.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the plans for project number BROS-C097(150)--8J-97.



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

Date: 09-26-24 Weekly Agenda Date: 10-1-24

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Michelle Skaff - Deputy Auditor

**WORDING FOR AGENDA ITEM:**

Discuss and set threshold for group purchases

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Effective 7-1-23, a new auditing standard requires group purchases to be logged as capital expenditures. The threshold amount needs to be set by the board.

**BACKGROUND:**

na

**FINANCIAL IMPACT:**

No financial impact - in our annual audit this will show on the Statement of Net Position and Statement of Activities, it would decrease the expense and increase our assets in the financial report,

**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:**

Discuss and determine a threshold for group purchases. An amount between \$50,000-\$100,000 is recommended.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion by --- second by --- to approve \$xxx,xxx as a group purchase threshold retroactive to 7-1-2023 and direct Deputy Skaff to amend the fixed asset policy and bring back for board approval.

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

Date: 09/26/2024

Weekly Agenda Date: 10/01/2024

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

**WORDING FOR AGENDA ITEM:**

Discussion about the future of Rolling Hill Services Region physical property.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

With the realignment of the behavioral health services in Iowa, the mental health districts are being dissolved. After July 1, 2025 the mental health regions will not be able to hold physical properties.

**BACKGROUND:**

From Rolling Hills Community Service Region and also Chief Executive Officer, Dawn Mentzer:

"Hello County Supervisors;

As part of the original Rolling Hills 28E, I am requesting your input as the Governance Board needs to make a decision regarding disposition of the Turning Point(Sac City) and Crisis Center properties in Sioux City. With the Regions sunseting on 7/1/25, the Region cannot be the property owner and the providers would like a decision made soon so that they can move forward with continuing to provide the crisis services that the Region assisted in the development. We are looking at either deeding the property to the providers for the greater good of maintaining the services or possibly selling at a very low cost. Section 3.4 is contained in the 28 E as listed below:

3.4 Distribution of Assets. In the event this Agreement is terminated and the Region is dissolved, all property of the Region shall be delivered, assigned and conveyed to the member counties, by population to each member county. Any real property that needs to be acquired or disposed of shall be completed at the discretion of the Governing Board. The foregoing notwithstanding, in the event any asset real property owned by the Region is sold, the member counties that contributed to the cost to purchase or improve that property shall first be reimbursed their respective contribution from the proceeds of such sale. Any proceeds remaining after such reimbursement shall be divided between all member counties."

**FINANCIAL IMPACT:**

Woodbury County was part of a 10 counties that contributed to the purchase of the physical properties that the region holds.

It would need to be determined if the county wants to recoup that investment or donate the buildings to the service providers: so, that mental health services continue in the community with adding financial strain to the service providers.

**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:**

n/a

**ACTION REQUIRED / PROPOSED MOTION:**

n/a

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

Date: 09/26/2024

Weekly Agenda Date: 10/01/2024

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

**WORDING FOR AGENDA ITEM:**

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

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

On February 13, 2024, Anna Bertrand presented that Sky Ranch Behavioral Services (SRBS) is requesting two years of funding in the amount of \$242,648 per year (\$485,296 over a two-year period) to fund 3 F.T.E. positions in alignment with the recommended Opioid Remediation Settlement approved uses guidelines.

Today's agenda item is to determine the exact amount of funding for the proposal from Sky Ranch Behavioral Services.

**BACKGROUND:**

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

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

See backup materials.

**FINANCIAL IMPACT:**

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

The Opioid Remediation Settlement Fund has approximately \$1,000,549.88 at this moment(09/24/2024). If the full two-year amount is awarded, the new balance would be approximately \$515,253.88

See backup materials for a detailed breakdown of funding needs.

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

Yes  No

**RECOMMENDATION:**

Fund 75% of one year of the request. This would result in \$181,986 of funding.

**ACTION REQUIRED / PROPOSED MOTION:**

Approve funding Sky Ranch Behavioral Services request in the amount of \$181,986.



Woodbury County Board of Supervisors

Request for Funding- Opioid Remediation Settlement Funding

**Creating Access/Connections to Care and Peer Recovery Support Services**

**Proposed by Sky Ranch Behavioral Services (SRBS)**

**Draft Revised: 2/1/2024**

**Proposal Narrative**

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

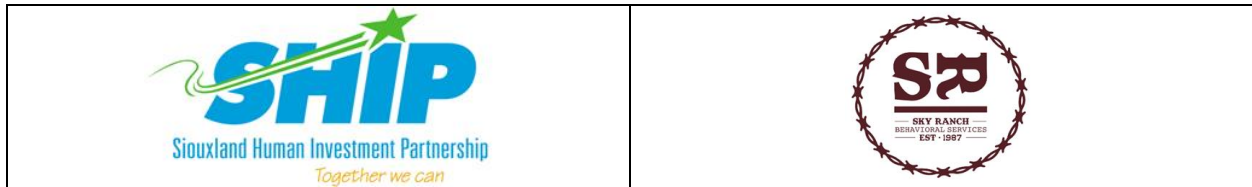
- 1. Connections to Care and/or Addressing the Needs to Criminal Justice Involved Persons with Opioid Use Disorder, Substance Use Disorder, Co-Occurring Disorder.** (Opioid Remediation Priority Part 1 Treatment Items C & D)

Sky Ranch Behavioral Services (SRBS) will implement access and connections to care for the general community of Woodbury County and for individuals (youth and adults) who are Criminal Justice Involved. This is a critical need for Woodbury County based on current substance use trends and the increasing crisis in mental health for youth and adults. Many youth and adults do not receive access to substance use disorder and/or mental health care due to one or more of the following reasons:

- Lack of knowledge about how to access care.
- Challenges navigating the current substance use disorder and/or mental health system of care due to barriers related to insurance, shortage of addiction and mental health professionals, youth struggling to get parental resources to support care, and overall stigma about addressing substance use or mental health issues.
- Crisis- when individuals are faced with crisis in substance use or mental health, it is often difficult to navigate the complex system of care.
- Limited options to access help or resources after school and/or in the evenings.

SRBS will launch an open access, walk in access and navigation service for a minimum of 15 hours per week, including at least one evening and/or weekend access day for connecting youth, adults, and/or families to SUD care. Proposed open access hours include: Mondays and Wednesdays from 2 until 6 PM, Thursdays from 3 PM until 8 PM, and/or Saturdays from 10 AM until 12 PM. In addition, SRBS will provide phone-based support for individuals needing resources and/or questions answered regarding





accessing substance use and/or mental health care. In addition, SRBS will provide both open access and scheduled SUD assessment services for individuals wanting to access care. Within six months of implementation, SRBS will also offer open access and scheduled mental health assessment services for individuals wanting to access care.

Open access, phone, and scheduled navigation services will include:

- Answering questions and providing general information about substance use and/or mental health issues.
- Education about how to respond in an opioid crisis, substance use crisis, and mental health crisis
- General screening for safety, substance use, and mental health.
- Assistance and support with navigating the steps to access substance use and/or mental health care for youth, adults, and/or family members.
- Assistance with understanding the steps and navigating substance use and/or mental health commitments.
- Providing connections to community-based and culturally responsive resources to support individuals with substance use and/or mental health issues.
- Provision of both online and community-based resources, including referral and warm-handoff.
- Delivering walk in and scheduled substance use disorder assessments. Mental health assessments to be added within six months.

Connections to Care via access and navigation services will be provided by a full time Substance Use and Mental Health Access Navigator who will be a Certified Alcohol and Drug Counselor (CADC) with expertise in substance use and co-occurring mental health issues. They will allocate their time between open access/ walk in services, phone consultation, and individual navigation and assessment services. This person will provide phone, in-person, and community-based access and navigation support.

**2. Support People in Treatment and Recovery with Peer Recovery Services (Opioid Remediation Priority Part 1 Treatment Items C & D)**

SRBS will launch peer recovery services in two specific populations:

- Peer Recovery Support Specialist to serve youth up to 17 years of age; and,
- Peer Recovery Support Specialist to serve adults identified in the Woodbury Family Treatment Court.

SRBS will recruit and hire (2.0 FTE) peer recovery support specialists who will provide outreach and engagement in the community, homes, and schools. The identified populations are those experiencing substance use, mental health, and/or co-occurring issues and symptoms. The role of the peer recovery support specialists will be to provide advocacy, support in navigating and/or accessing the resources and options within the recovery community, and to help address basic needs in order to enhance their overall wellness. “When one rises, we all rise,” which serves as the motto of the former National Association of Drug Court Professionals (NADCP), now All Rise. The value of increasing the



number of peer recovery supports in our community has demonstrated a reduction in hospital admission rates and longer community tenure (Chinman, Weingarten, Stayner, & Davidson, 2001; Davidson, et al., 2012; Forchuk, Martin, Chan, & Jenson, 2005; Min, Whitecraft, Rothbard, Salzer, 2007), as well as decreased symptoms of psychosis, depression, and substance use (Davidson, et al., 2012). The benefit of Peer Recovery Support for our community is vast.

Sky Ranch Behavioral Services (SRBS) is uniquely qualified to support the supervision of the Peer Recovery Supports, as the agency has expertise in an outpatient, community-based substance use and mental health services provider setting. While SRBS serves youth, adults, and families, specialized outreach and services are focused on school aged youth in area schools and that are justice-involved youth.

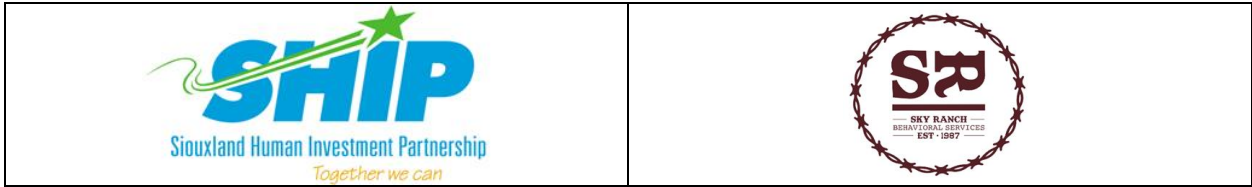
According to SAMHSA, “peer support workers are people who have been successful in the recovery process and who help others experiencing similar situations. Through shared understanding, respect, and mutual empowerment, peer support workers help people become and stay engaged in the recovery process and reduce the likelihood of relapse”. <https://www.samhsa.gov/brss-tacs/recovery-support-tools/peers#:~:text=Peer%20support%20workers%20are%20people,reduce%20the%20likelihood%20of%20relapse>

The goal will be offering support for the identified population to engage in recommended treatment services, in community-based substance use, mental health, and/or co-occurring disorders services. Individuals who are impacted by opioid use will be prioritized; however, any person with any substance use and/or mental health symptoms will be served. In addition to outreach, education, screening and engagement, peer recovery support specialists will provide recovery support services to individuals who are engaged in outpatient and/or inpatient substance use disorder treatment, mental health therapy, and/or co-occurring services. With this in mind, some additional goals/tasks of recovery coaches are to help improve participation and engagement in treatment interventions through peer recovery coaching, help with transportation to services, provide outreach, and to facilitate engagement in recovery support activities in the community.

Eligibility for the Peer Recovery Support Specialist positions would be individuals who are an adult (18 or older) who have been free from substance use for a minimum of 12 months and have lived recovery experience in substance use and/or mental health recovery.

*“Peer Support Specialists bring their own personal knowledge of what it is like to live and thrive with mental health conditions and substance use disorders. They support people’s progress towards recovery and self-determined lives by sharing vital experiential information and real examples of the power of recovery. The sense of mutuality created through thoughtful sharing of experience is influential in modeling recovery and offering hope (Davidson, Bellamy, Guy, & Miller, 2012).*

SRBS proposes to outreach to a minimum of 120 individuals per 12-month calendar year and a minimum of 90 individuals per year will be formally enrolled in peer recovery support services.



Sustainability will be achieved within two years through certification as an outpatient mental health and/or substance use peer recovery support provider through IHHS with certification from the Iowa Board of Certification or other designated entity. SRBS is well positioned to do this based on being an established IHHS licensed substance-use disorder provider and certified outpatient mental health services provider.

**About Sky Ranch Behavioral Services (SRBS)**

Sky Ranch Behavioral Services opened in 1987 as Sky Ranch for Boys to provide aftercare services to juveniles reentering the Siouxland community from their treatment facility. Since the physical ranch’s closure in 2011, the agency rebranded as SRBS and continues to provide behavioral health services. In 2019, SRBS added Substance Use and Problem Gambling Disorders Outpatient Treatment for adolescents and adults. In 2023, SRBS achieved certification as an Outpatient Mental Health Services provider. The current focus is on helping youth improve their lives with expansive and new community-based programs of education classes, prevention/diversion, groups, individual and family counseling. Outcomes focus on reduced substance use and enhanced mental health, coping skills, functioning, and overall well-being. SRBS is led by executive director Anna Bertrand. Siouxland Human Investment Partnership (SHIP) serves as the employer of record and fiscal agent for SRBS.

**Budget**

**Two Year Budget Proposal**

Line Items	Year 1	Year 2
Peer Recovery Specialist (2.0 FTE) \$17 per hour at = \$35,360 @ 2 years = \$70,720		
Supervisor, TBA Individual and Group Supervision .25 FTE of \$56,000 = \$14,000		
Substance Use and Mental Health Access Navigator 1.0 FTE @ \$48,000		
Total Personnel	\$132,720	\$132,720
Fringe Benefits and Employer of Record 45% of total Salaries = \$64,369		
Total Fringe Benefits	\$64,369	\$64,369
Office Space for 3.0 FTE and Open Access Hub for a minimum of 15 hours per week (\$600 @ 12 months)		
Total Office Space	\$7,200	\$7,200
Office Supplies \$500 per year		
Technology \$1000 per year @ 3.0 = \$3,000		
Total Supplies & Technology	\$3,500	\$3,500
Transportation and Parking -Parking and Mileage for staff transporting participants to recovery support \$5,000		
Total Transportation	\$5,000	\$5,000



Training, Continuing Education, Certification for Peer Recovery Sustainability \$3,000		
Total Training & Sustainability	\$3,000	\$3,000
Basic and Emergent Needs for Participants (food, emergency needs, school supplies, recovery support tools) \$2,400		
Resources to Support Navigation and Access (filing fees, transportation, emergency co-pays) \$2,400		
Total Program Supplies/ Basic Needs	\$4,800	\$4,800
Total Expenses	<b>\$220,589</b>	<b>\$220,589</b>
Indirect/ Administration – Fiscal Agent Services provided by Siouxland Human Investment Partnership (SHIP) (de minimus rate which equals 10% of total expenses \$220,589)		
Total Indirect	\$22,059	\$22,059
<b>Total</b>	<b>\$242,648</b>	<b>\$242,648</b>