



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(DECEMBER 17) (WEEK 51 OF 2024)**

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Daniel A. Bittinger II
389-4405
dbittinger@woodburycountyiowa.gov

Mark E. Nelson
540-1259
mnelson@woodburycountyiowa.gov

Keith W. Radig
560-6542
kradig@woodburycountyiowa.gov

Jeremy J. Taylor
259-7910
jtaylor@woodburycountyiowa.gov

Matthew A. Ung
490-7852
matthewung@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held December 17, 2024, at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

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

1. Approval of the agenda Action

Consent Agenda

Items 2 through 7 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 December 10, 2024 meeting
3. Approval of claims
4. Board of Supervisors – Matthew Ung
Authorize the Chairman to sign letter of support for Camp High Hopes and their application to Iowa Economic Development Authority's Community Attraction and Tourism Grant
5. Building Services – Kenny Schmitz
Approval of items to be auctioned per Personal Property Disposition Policy

6. Planning/Zoning – Daniel Priestley
Approval of resolution thanking Ashley Christensen for her years of service on the Board of Adjustment
7. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Approval of retiree request to remain on the PPO (single) and County Dental Insurance with spouse
 - c. Approval for the Chairman to sign the 2025 Innovative Benefit Consultants plan renewal
 - d. Approval of the Investment Advisory Agreement with Creative Planning

End Consent Agenda

8. Board of Supervisors – Mark Nelson
Approval to move the 12/31/24 meeting time from 4:30 p.m. to 9:30 a.m.
- 4:35 p.m.** 9. Board Administration – Heather VanSickle
(Set time) Public hearing and sale of property Parcel #894704127021 (aka 5201 Hamilton Blvd) Action
10. Board of Supervisors – Keith Radig
Approval of letter of support for the SRTS RAISE grant application Action
11. Secondary Roads – Mark Nahra
 - a. Award the bid for Briese Farm rental for 2025, 2026, and 2027 to the high bidder for cash rent of 41 acres Action
 - b. Approval of the final voucher for project ER-C097(145)—58-97 with L.A. Carlson Contracting Action
 - c. Approval of plans for project BRS-C097(151)—60-97 Action
12. Conservation – Dan Heissel
Discussion and action on Browns Lake restroom/shower boiler replacement - Emergency repair Action
13. Deputy County Auditor – Michelle Skaff
Discuss and approve reallocation of ARPA funds Action
14. Reports on Committee Meetings Information
15. Citizen Concerns Information
16. Board Concerns Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- WED., DEC 18 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., DEC 19 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., DEC 20 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
- FRI., JAN 3 9:00 a.m.** Hungry Canyons Alliance - TBD
- MON., JAN 6 6:00 p.m.** Board of Adjustment meeting, Courthouse Basement Boardroom
- WED., JAN 8 6:30 p.m.** 911 Service Board Meeting, Public Safety Center, Climbing Hill
- 8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- 6:30 p.m.** 911 Service Board Meeting, Public Safety Center, Climbing Hill
- THU., JAN 9 12:00 p.m.** SIMPCO Board of Directors, 6401 Gordon Drive.
- 4:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., JAN 15 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., JAN. 16 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., JAN. 17 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting, 2540 Glenn 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.

DECEMBER 10, 2024, FIFTIETH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, December 10, 2024, at 4:00 p.m. Board members present were Ung, Radig, Nelson, Taylor, and Bittinger II. Staff members present were Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, and Michelle Skaff, Deputy Auditor/Clerk to the Board.

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

Taylor entered the meeting at 4:06pm.

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

Motion by Ung second by Radig to award relief to J.H. Carried 5-0.

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 Radig to approve the agenda for December 10, 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 December 3, 2024, meeting. Copy filed.

3. To approve the claims totaling \$767,105.77. Copy filed.

4. To approve an application for 12-month Class C Retail Alcohol License, with Outdoor Service Sales privileges, for Lofted View Events, effective 12/5/24 through 12/4/25. Copy filed.

5. To approve the property tax refund request for Craig & Louis Deitloff, parcel #894710454040, in the amount of \$296.50. Copy filed.

6a. To receive for signatures a Resolution Thanking and Commending Faye Hill for her years of service with Woodbury County.

WOODBURY COUNTY, IOWA
RESOLUTION #13,809
A RESOLUTION THANKING AND COMMENDING
FAYE HILL
FOR HER SERVICE TO WOODBURY COUNTY

WHEREAS, Faye Hill has capably served Woodbury County as an employee of the Secondary Roads Department for 27 years from September 29, 1997 to December 31, 2024.

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

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

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

BE IT SO RESOLVED this 10th day of December 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 6b. To receive for signatures a Resolution Thanking and Commending Mark Nahra for his years of service with Woodbury County.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,810
A RESOLUTION THANKING AND COMMENDING
MARK NAHRA
FOR HIS SERVICE TO WOODBURY COUNTY**

WHEREAS, Mark Nahra has capably served Woodbury County as an employee of the Secondary Roads Department for 15 years from January 1, 2009 to February 14, 2025.

WHEREAS, the service given by Mark Nahra as a Woodbury County employee, has been characterized by his dedication to the best interests of the citizens of Woodbury County; and

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

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

BE IT SO RESOLVED this 10th day of December 2024.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 6c. To approve and authorize the Chairperson to sign a Resolution to appoint Jean Logan as Representative of the Northwest Iowa Regional Housing Authority.

**RESOLUTION #13,811
CERTIFICATE OF APPOINTMENT OF REPRESENTATIVE
OF THE HOUSING AUTHORITY OF
WOODBURY COUNTY, IOWA**

WHEREAS, the Board of Supervisors of Woodbury County, Iowa, held a duly authorized regular meeting on the 10th day of December, 2024 and

WHEREAS, at said meeting it was duly noted that a resolution "Declaring the Need for a Housing Authority in Woodbury County, Iowa" had been previously passed and adopted;

AND WHEREAS, a resolution has been passed and adopted entitled "Resolution Approving and Authorizing the Execution of a Certain Joint Exercise of Powers Agreement for the purpose of Creating a Multi-County Housing Authority".

NOW, THEREFORE, Pursuant to the provision of Chapter 28E, Code of Iowa, and by virtue of our office as Board of Supervisors, we hereby appoint the one (1) person hereinafter named to serve as Representative of the Northwest Iowa Regional Housing Authority, representing Woodbury County, Iowa, and to serve for the number of years appearing after the person's name, respectively, from the 10th day of December, 2024 to the 10th day of December, 2027.

Name of Representative: Jean Logan Number of years: 3

IN WITNESS WHEREOF, I have hereunto signed my name, as Chairperson of the Board of Supervisors of Woodbury County, Iowa, and caused the official corporate seal of said Woodbury County, Iowa to be attached hereto this 10th day of December, 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 6d. To approve the appointment of Treyla Lee to the Judicial Magistrate Nomination Commission. Copy filed.
- 6e. To approve the lifting tax suspension for petitioners who failed to re-certify their income or income does not qualify for continues tax suspension. Copy filed.
- 7a. To approve the reclassification of Hayden Harmon, Civilian Jailer, County Sheriff Dept., effective 09-16-2024, \$26.86/hour, 5%=\$1.29/hr. Per Sheriff Accounting for Previous Years of Service. Move from 2nd to 1st Class.; the reclassification of Tristen Vanderschaaf, Civilian Jailer, County Sheriff Dept., effective 03-18-2024, \$26.86/hour, 5%=\$1.29/hr. Per Sheriff Accounting for Previous Years of Service. Move from 2nd to 1st Class.; the reclassification of James Krause, Sign Technician, Secondary Roads Dept., effective 12-09-2024, \$29.28/hour, 1%=\$0.30/hr. Per CWA: From Step 3 to Step 4. Anniversary Date: 12/16/2024.; the reclassification of Donovan Masters, Deputy, County Sheriff Dept., effective 12-09-2024, \$39.64/hour, 10%=\$3.58/hr. Per CWA: From Senior to Master. Anniversary Date: 12/18/2024.; the reclassification of Aaron Tompkins, Correction Officer, County Sheriff Dept., effective 12-09-2024, \$26.86/hour, 5%=\$1.29/hr. Per CWA: From 2nd Class to First Class. Anniversary Date: 12/16/2024.; the other of Lisa Anderson, Secretary PT, Human Resources Dept., effective 12-09-2024, \$30.72/hour, 7%=\$2.00/hr. Transfer from PT Temp to PT. In-house Job Vacancy Posted 11/27/2024.; the appointment of Jared Magana, Youth Worker, Juvenile Detention Dept., effective 12-12-2024, \$22.05/hour. Job Vacancy Posted on 10/23/2024. Entry Level Salary \$22.05/hour.; the appointment of Courtney Sherrill, Clerk II, County Attorney Dept., effective 12-17-2024, \$20.14/hour. Job Vacancy Posted on 2/28/2024. Entry Level Salary: \$20.14/hour.; the separation of Willie Garrett, %Deputy Captain, County Sheriff Dept., effective 01-29-2025. Retired.; and the separation of Mark Nahra, County Engineer, Secondary Roads Dept., effective 02-14-2025. Retired. Copy filed.
- 7b. To approve the request of Willie Garrett to remain on County Health and County Dental Insurance family plans. Copy filed.
- 7c. To approve the request of Pat Gill to remain on the County Dental Insurance. Copy filed.
- 7d. To approve the renewal of 2025 casualty insurance. Copy filed.
- 7e. To approve the part time HR secretary and deauthorize the temporary secretary position. Copy filed.

Carried 5-0.

8. Public comments were heard for creation of Salix Drainage District.

Kevin Nelson, Salix Mayor, and Greg Jochum, 1629 270th, Salix, commented in support of the report.

Motion by Radig second by Nelson to approve the engineer's report for creation of Salix Drainage District. Carried 5-0. Copy filed.

- 9a. Motion by Ung second by Radig to receive the final report and the Zoning Commission's recommendation from their 11/25/24 meeting to approve the final plat of Oakridge Addition, a minor subdivision, to Woodbury County, Iowa. Carried 5-0. Copy filed.
- 9b. Motion by Radig second by Ung to approve and authorize the Chairperson to sign a Resolution accepting Oakridge Addition, a minor subdivision to Woodbury County, Iowa. Carried 5-0.

**ACCEPTING AND APPROVING OAKRIDGE ADDITION
A MINOR SUBDIVISION
WOODBURY COUNTY, IOWA**

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

Dated 12-10, 2024
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 9c. Motion by Radig second by Ung to receive the final report and the Zoning Commission’s recommendation from their 11/25/24 meeting to approve the final plat of JW Collins Homestead, a minor subdivision, to Woodbury County, Iowa. Carried 5-0. Copy filed.
- 9d. Motion by Ung second by Radig to approve and authorize the Chairperson to sign a Resolution accepting JW Collins Homestead, a minor subdivision to Woodbury County, Iowa. Carried 5-0.

**BOARD OF SUPERVISORS
RESOLUTION #13,813
ACCEPTING AND APPROVING JW COLLINS HOMESTEAD
A MINOR SUBDIVISION
WOODBURY COUNTY, IOWA**

WHEREAS, THE OWNERS AND PROPRIETORS DID ON THE 25th DAY OF November, 2024, FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS "JW Collins Homestead", WOODBURY COUNTY, IOWA; AND
WHEREAS, IT APPEARS THAT SAID PLAT CONFORMS WITH ALL OF THE PROVISIONS OF THE CODE OF THE STATE OF IOWA AND ORDINANCES OF WOODBURY COUNTY, IOWA, WITH REFERENCE TO THE FILING OF SAME; AND
WHEREAS, THE ZONING COMMISSION OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT; AND
WHEREAS, THE COUNTY ENGINEER OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT.
NOW THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, THAT THE PLAT OF ""JW Collins Homestead", WOODBURY COUNTY, IOWA BE, AND THE SAME IS HEREBY ACCEPTED AND APPROVED, AND THE CHAIRMAN AND SECRETARY OF THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, ARE HEREBY DIRECTED TO FURNISH TO THE OWNERS AND PROPRIETORS A CERTIFIED COPY OF THIS RESOLUTION AS REQUIRED BY LAW.

PASSED AND APPROVED THIS 10th DAY OF December, 2024.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 10. Reports on committee meetings were heard.
- 11. Doyle Turner, Merville, expressed concerns regarding the law enforcement authority.

Greg Jochum, Salix, and Kevin Nelson, Salix, commended exiting board members and county engineer for their service.

12. Board Concerns were heard.

The Board adjourned the regular meeting until December 17, 2024.

Meeting sign in sheet. Copy filed.



Woodbury County Board of Supervisors

Courthouse • Room 104
620 Douglas Street • Sioux City, Iowa 51101
Telephone (712) 279-6525 • Fax (712) 279-6577

MEMBERS

DANIEL A. BITTINGER II
SIOUX CITY

MARK E. NELSON
CORRECTIONVILLE

KEITH W. RADIG
SIOUX CITY

JEREMY J. TAYLOR
SIOUX CITY

MATTHEW A. UNG
SIOUX CITY

FINANCE / BUDGET DIRECTOR
DENNIS BUTLER

ADMINISTRATIVE ASSISTANT
KAREN JAMES

EXECUTIVE SECRETARY / PUBLIC BIDDER
HEATHER SATTERWHITE

December 17, 2024

Iowa Economic Development Authority-CAT Program
Attn: Debi Durham
1963 Bell Ave, Suite 200
Des Moines, IA 50315

Dear Mrs. Durham and the IEDA-CAT Grant Review Board:

The Woodbury County Board of Supervisors expresses our strong support for Camp High Hopes and their application for the Iowa Economic Development Authority's Community Attraction and Tourism Grant. With unanimous support from our board members, the county has pledged financial support for the proposed adaptive rec center project, which will expand life-changing programs for individuals with disabilities.

Camp High Hopes provides critical opportunities for socialization, inclusion, and independence to those who don't otherwise get those opportunities. This new facility will allow the camp to grow its reach, ensuring more individuals and families experience its innovative and empowering programs.

Beyond its essential services, Camp High Hopes drives economic activity across the region. By attracting visitors and hosting events, it supports local businesses and strengthens Woodbury County's economy. The proposed rec center will enhance this impact, further solidifying its role as a significant regional asset.

We encourage the Iowa Economic Development Authority to approve this grant and help make this vital project a reality. Camp High Hopes exemplifies community improvement, and we are honored to stand behind their mission.

Sincerely,

Matthew Ung
Chairman
Woodbury County Board of Supervisors

Woodbury County Personal Property Disposition Form



DATE:



NAME:



DEPARTMENT:

AUTHORIZED REPRESENTATIVE:



PHONE:

Fill in the fields below (* REQUIRED):

Item Description*	
Estimated Value*	
Current Location*	
County Asset Number	
Serial/VIN Number	
Year	
Make/Model	
Auction Reserve	
Notes	



For Office Use Only:

GovDeals ID #	
Sale Price	
Date	

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

Date: 12/12/24 Weekly Agenda Date: 12/17/24

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

WORDING FOR AGENDA ITEM:

Approval of resolution thanking Ashley Christensen for her years of service on the Board of Adjustment.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This item requests the Board of Supervisors to consider approving a resolution in recognition of a member of the Board of Adjustment, Ashley Christensen, whose term expires on 12/31/24.

BACKGROUND:

Ashley Christensen served on the Board of Adjustment since 2020. Ashley Christensen has competently served throughout her tenure, and as such is being recognized accordingly.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

Approve the resolution thanking Ashley Christensen for her service on the Board of Adjustment.

ACTION REQUIRED / PROPOSED MOTION:

Approval of resolution thanking Ashley Christensen for her years of service on the Board of Adjustment.

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

A RESOLUTION THANKING AND COMMENDING

ASHLEY CHRISTENSEN

FOR HER SERVICE TO WOODBURY COUNTY

WHEREAS, Ashley Christensen has capably served Woodbury County as a member of the Board of Adjustment for five years from 2020 to 2024; and

WHEREAS, the service given by Ashley Christensen has been characterized as exemplary by her dedication to the best interests of the citizens of Woodbury County; and

WHEREAS, Ashley Christensen has contributed to the betterment of the county by hearing and deciding on matters related to the county zoning, including variances and conditional uses; and

WHEREAS, notable actions made by the Board of Adjustment during Ashley Christensen's tenure include the review and recommendation of numerous developments, public and private infrastructure improvements, and various county ordinances to improve the quality of life for residents and businesses throughout Woodbury County; and

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

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

BE IT SO RESOLVED this 17th day of December 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS

Matthew Ung, Chairman

Daniel Bittinger II, Vice-Chairman

Mark Nelson, Member

Keith Radig, Member

Jeremy Taylor, Member

Attest:

Michelle K. Skaff, Deputy
Woodbury County Auditor

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: December 17th, 2024

*** PERSONNEL ACTION CODE:**

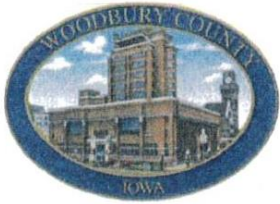
- A - Appointment
- T - Transfer
- P - Promotion
- D - Demotion
- R - Reclassification
- E - End of Probation
- S - Separation
- O - Other

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Torres-Gomez, Adrian	Juvenile Detention	12-19-2024	PT Youth Worker - Temp	\$22.05/hour		A	Job Vacancy Posted on 11/13/2024. Entry Level Salary: \$22.05/hour.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: _____



Woodbury County Secondary Roads Department

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

November 20, 2024

Ms. Melissa Thomas
Woodbury County Human Resources Director
620 Douglas Street
Sioux City, IA 51101

Dear Melissa,

I have sent notice of my intention to retire as Woodbury County Engineer effective February 14, 2025, to the Board of Supervisors. Beginning December 31, 2024, it is my intention that I will begin using up my vacation leave, which should run out near the February 14th date. I would request that any extra vacation leave be cashed out after that date.

I will be eligible for Medicare as of March 1, 2025, but request that my wife be allowed to continue county health insurance at our expense as we discussed today. I would also like to retain dental coverage through the county for both of us.

Sincerely,

Mark J. Nabra

Mark J. Nabra, P.E.
Woodbury County Engineer

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

Date: 12/12/2024 Weekly Agenda Date: 12/17/2024

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas

WORDING FOR AGENDA ITEM:

Approval for the Chairman to sign the 2025 Innovative Benefit Consultants plan renewal.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This renewal is for third party administrative services of our flexible medical benefits, dependent care benefits and HRA.

BACKGROUND:

This year, once again, IBC will perform our non-discrimination test with the IRS. The annual carryover amount has increased to \$660 and the maximum flex medical contribution is \$3300.

FINANCIAL IMPACT:

IBC charges a \$200 annual fee along with administration fees of \$4.50 per month per member.

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

Yes No

RECOMMENDATION:

Pass the motion.

ACTION REQUIRED / PROPOSED MOTION:

Accept the 2025 IBC renewal for signature.



HRA, Flex and Dependent Care Employer Form

SECTION 1: EMPLOYER INFORMATION			
Employer Name	Woodbury County	Primary Contact Name	Melissa Thomas
Employer Address	620 Douglas Street Sioux City IA 51101	Title	Human Resource Director
		Contact Phone	712-279-6480
		Contact Email	melissathomas@woodburycountyiowa.gov
Federal Tax ID	42-6005221	Corporate Phone Number	712-279-6480
Business Entity Type	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit Organization <input checked="" type="checkbox"/> Government Entity or Church		
SECTION 2: FLEX PLAN DESIGN			
Plan Type	<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> New		
Plan Year	01/01/2025 - 12/31/2025		
Plan Options	Dependent Care Account	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Flexible Spending Account	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	HRA Employer Funded Account	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Payment Features	<input checked="" type="checkbox"/> Benny Debit Card (<i>Funding on a weekly basis</i>) <input checked="" type="checkbox"/> Pay Provider <input checked="" type="checkbox"/> Pay Member <i>Claims reimbursement submitted in person, via fax, mail or online</i> Minimum check Amount \$20.00 Claims Reimbursed: <input checked="" type="checkbox"/> Daily <input type="checkbox"/> Weekly Frequency of Electronic Fund Transfers: <input type="checkbox"/> Daily <input checked="" type="checkbox"/> Weekly		
Runout Period <i>Last date to submit claims for services received in the plan year</i>	Do you offer a 90-day runout period for both Flex and Dependent Care? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other: Do mid-year terms have the same runout period as above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, provide runout timing:		
Divisions <i>For reporting purposes</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Carryover Option <i>Applies to Flex only</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No \$660 Maximum Carryover Amount		

SECTION 5: ELIGIBILITY	
New Hire Waiting Period	Healthcare FSA: first of the month following 30-days Dependent Care FSA: first of the month following 30-days HRA: 20 years or 500 hours Waiting period applies to new hires during OE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Who is eligible	<input checked="" type="checkbox"/> Full Time Only <input type="checkbox"/> Part Time Only <input type="checkbox"/> Other Per union contract
# of Hours Required for Eligible Status	Follows medical plan eligibility rules HRA: 20 years of service and 500 hours.
Effective Date	<input checked="" type="checkbox"/> 1 st of the month after meeting eligibility requirements
Termination	When does coverage end upon termination? <input checked="" type="checkbox"/> Termination Date <input type="checkbox"/> End of month following termination

SECTION 6: QUALIFIED CHANGES	
Election Changes	Election changes must be submitted within 30 days after the date of the event.
Coverage Begins	If qualified changes allowed, coverage following a qualified life change will begin: <i>(select one)</i> <input type="checkbox"/> On any day of the month following request for new enrollment or change in enrollment. <input checked="" type="checkbox"/> On the first of the month following request for new enrollment or change in enrollment (with the exception of changes resulting from birth, adoption, or placement for adoption, which will be made as of the date of the qualified event in accordance with HIPAA).

SECTION 7: PAYROLL DEDUCTIONS	
Payroll Frequency <i>deductions taken</i>	FLEX: <input type="checkbox"/> Monthly (12) <input checked="" type="checkbox"/> Bi-Weekly (24) <input type="checkbox"/> Bi-Weekly (26) <input type="checkbox"/> Weekly (52) <input type="checkbox"/> Semi-Monthly HRA: <input type="checkbox"/> Beginning of Plan Year <input checked="" type="checkbox"/> Other: Per eligibility guidelines for retirees
First payroll date in plan year	01/10/2025

SECTION 8: OTHER CONTACTS		
Contact: Melissa Thomas	Human Resource Director	
(712) 234-2901	Fax #:	melissathomas@woodburycountyiowa.gov

SECTION 9: PLAN DOCUMENT	
The Plan is <i>(check one)</i>	<input type="checkbox"/> ERISA Plan <input checked="" type="checkbox"/> Non-ERISA Plan
Federal Employer ID #	42-6005221
State of Controlling Law	IA
3-digit Plan Number <i>i.e., 501, 502, etc.</i>	501

SECTION 10: BANK ACCOUNT INFORMATION	
Bank Name	NA - group will push funds into the IBC Admin account weekly
Lost Check <i>Fee paid by consumer</i>	Stop Payment Option: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, waiting period 30 days Bank Fee: \$25.00

SECTION 11: INNOVATIVE BUSINESS CONSULTANTS ADMINISTRATION FEES

Annual Fee	\$200
PMPM Plan Fees	\$4.50 Per plan or Aggregate? Plan
Billing Frequency	<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually

I certify that I am legally authorized to sign this Health Reimbursement Arrangement, Flexible Spending and Dependent Care Employer Application on behalf of the employer named herein.

Signature _____ Title: _____ Date: ____/____/____

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

Date: 12/11/2024 Weekly Agenda Date: 12/17/2024

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

WORDING FOR AGENDA ITEM:

Approval of the Investment Advisory Agreement with Creative Planning

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

We have been informed that our current fiduciary service provider, Morningstar, will be discontinued.

BACKGROUND:

If we choose not to adopt Creative Planning as our fiduciary, we will no longer have oversight of a non-discretionary fiduciary service provider and we would be responsible for selecting and monitoring the investment options for our plan. Information regarding Creative planning and the agreement are in the backup materials.

FINANCIAL IMPACT:

\$0, fees remain the same

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

Yes No

RECOMMENDATION:

Pass the motion

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the Investment Advisory Agreement with Creative Planning

NON-DISCRETIONARY INVESTMENT ADVISORY AGREEMENT

Freedom Pro/Freedom Pro+ Program

Name of Plan: _____

Plan Number: _____

Name of Employer/Plan Sponsor: _____

This Non-Discretionary Investment Advisory Agreement and all appendices attached and incorporated by reference (collectively, the "Agreement") is offered through the Freedom Pro and Freedom Pro+ programs ("Program" or "Programs") available on the Nationwide Retirement Solutions, Inc. ("Nationwide" or "Record-keeper") recordkeeping platform. The Agreement sets forth the terms and conditions necessary for Creative Planning, LLC ("CP") to provide specific services to the above-referenced Employer/Plan Sponsor (the "Sponsor") (hereinafter, the three signatory parties shall be referred to collectively as the "Parties" and individually as "Party") and the participant-directed defined contribution retirement plan described in the Retirement Plan Client Profile contained in Appendix A (the "Plan"). To the extent the provisions contained in the Agreement are inconsistent with those contained in the Plan Sponsor Advisory Services Work Order (defined below), the terms and provisions contained herein shall control, except as explicitly stated otherwise. Otherwise, such provisions shall be considered cumulative.

This Agreement is made effective as of the date it is signed by the Sponsor on behalf of the Plan (the "Effective Date").

Whereas, CP is registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the "Act"), and is qualified to serve as a non-discretionary investment advisor;

Whereas, CP owes a duty of undivided loyalty to its clients and acts as a fiduciary under the Act with respect to the provision of non-discretionary investment advisory services under this Agreement and discharges its duties prudently and solely in the interest of the Plan's participants and beneficiaries;

Whereas, Sponsor maintains the Plan, which is qualified under section 401(a), 403(b) or 457(b) of the Internal Revenue Code of 1986, as amended (the "Code");

Whereas, the undersigned Plan representative is the responsible Plan fiduciary and has the authority to cause the Plan to enter into arrangements for necessary services for the operation, investment and/or administration of the Plan, including without limitation, the services contemplated in this Agreement;

Whereas, CP has entered into an agreement with Nationwide ("Plan Sponsor Advisory Services Work Order") to make CP's non-discretionary investment advisory services available to those plans that Nationwide record keeps and for which Sponsor has adopted the Program;

Whereas, in connection with the Plan Sponsor Advisory Services Work Order, Nationwide has agreed to facilitate CP's non-discretionary investment advisory services by providing certain administrative services as described in this Agreement;

Whereas, in providing those administrative services, the Parties understand and agree that Nationwide is not acting as a fiduciary under the Act, or state fiduciary law;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Services

1.1. **CP's Services.** CP agrees to provide the investment advisory services set forth below.

1.1.1 **Non-Discretionary Investment Advisor Services.** Sponsor hereby appoints CP to serve as a fiduciary to the Plan under the Act and to furnish non-discretionary investment advice which appointment CP hereby accepts. CP shall perform the following services to the Plan and will act as a fiduciary in good faith and with the degree of diligence, care and skill that a prudent person rendering similar services would exercise under similar circumstances:

- (a) Establishing and maintaining an approved list of investment alternatives from the Record-keeper's available will describe the investment processes CP uses to determine the necessary investment categories for the Plan's investment menu, to determine the investment alternatives for the Approved List (as defined in this Section 1), and to remove or add investment alternatives to the Approved List, as necessary. If Sponsor at any time fails to maintain an IPS with investment process provisions that are substantially similar to those included in the attached Appendix B, Sponsor hereby agrees that the provisions of Appendix B describing CP's investment processes will be incorporated by reference into the Plan's IPS. If the terms of the Plan documents, including any existing IPS document, are inconsistent with the services hereunder, Sponsor agrees to amend the Plan documents accordingly;
- (b) Providing a sample Investment Policy Statement ("IPS") for consideration and review by the Sponsor that universe of investment alternatives ("Approved List") for Sponsor's use as the Plan's investment lineup ("Lineup"). Sponsor acknowledges and agrees that the investment alternatives used in the Approved List are limited to the investment categories and investment alternatives available to the Plan through the Record-keeper, and that CP has no authority or control over the universe of investment alternatives accessible to the Plan through the Record-keeper;
- (c) Identifying investment alternatives on the Approved List that may serve as the Plan's default investment alternative if applicable. Sponsor acknowledges and agrees that CP has no fiduciary oversight or responsibility for any investment alternative under the Plan that is not on the Approved List;
- (d) As further described in Section 1.3, on-going monitoring of the investment alternatives on the Approved List as well as the removal and replacement of investment alternatives from the Approved List from time to time, as necessary, but no less than on a quarterly basis, utilizing qualitative and quantitative analysis in accordance with the Plan's IPS;
- (e) Modifying, in its discretion as an investment fiduciary, the Approved List as well as the recommended investment alternatives for use in the Plan's Lineup. Any such changes will be reflected in the Approved List and any related updates, which will be provided to Sponsor on a timely basis;
- (f) Recommending a replacement investment alternative when an investment alternative in the Plan's Lineup is removed from the Approved List. Any replacement investment alternative that is recommended to the Lineup will also be from the Approved List.

1.1.2. **CP's Non-Fiduciary Services.** CP may also provide the following ministerial or administrative services to the Plan that are not considered to be provided in a fiduciary capacity:

- (a) Preparation and delivery of reports to the Sponsor no later than 45 calendar days, or as soon as administratively feasible, following each calendar quarter end that include:
 - o Portfolio holdings
 - o Quarterly investment summaries
 - o Quarterly investment actions
 - o Supplementary investment-related educational information

CP may provide other reports or administrative services to the Plan as necessary or requested from time to time as agreed to by the Parties.

1.1.3 **Limitations on Services.** Sponsor acknowledges that in providing the above services, CP:

- a) Shall provide services only with respect to the Plan's investment menu and shall not: (i) serve as a Plan Custodian;
(ii) provide advice or recommendations with respect to the Plan's choice of third party administrator, Record-keeper or other service provider; (iii) assume the duties of a trustee of the Plan or administrator), or
(iv) exercise any discretionary investment authority over Plan assets or be responsible for the implementation of any investment advice.
- b) Shall have no authority or responsibility to provide services with respect to voting proxies for securities held by the Plan or take other action related to the exercise of shareholder rights regarding such securities, including prospectus delivery.
- c) Shall have no authority or discretion to: (i) interpret the Plan documents; (ii) handle benefit claims under the Plan; (iii) determine eligibility or participation under the Plan; or (iv) take any other action with respect to the management or administration of the Plan.
- d) Shall not, and cannot, provide legal or tax advice to Sponsor and/or the Plan (or any Plan participant or beneficiary), and Sponsor agrees to seek the advice of its own legal and/or tax adviser, as to all matters that might arise relating to the Plan, including, without limitation, the operations and administration of the Plan and the compliance of the Plan with applicable law, including the Code.
- e) Shall only be responsible as co-fiduciary to the Plan for evaluating and monitoring the Plan's Lineup to the extent that it includes investment alternatives from the Approved List that have been selected by the Sponsor on behalf of the Plan; it shall not be responsible for providing any investment advice (including but not limited to making any recommendations to retain or remove) with respect to any investment alternatives under the Plan that are not approved investment alternatives from the Approved List.
- f) Shall not have any responsibilities or potential liabilities in connection with any other investments or investment decisions made under the Plan (e.g., employer securities, unallocated accounts, mutual fund windows, self-directed brokerage accounts, etc.).
Shall not have any fiduciary oversight or any related responsibility with respect to forfeiture accounts, suspense accounts, or any other accounts under the Plan with unallocated monies.
- g) Shall not be responsible or liable for the recommendation of, or services rendered by, anyone else ("other provider") as a result of such services or the other provider's compliance with applicable laws, including, without limitation, the Code, with respect to such services.

1.2. Nationwide's Administrative Services and Sponsor Authorization. Nationwide's role is to make CP's services available to Sponsor solely in connection with the Programs, as applicable, which it offers to plans to which it provides recordkeeping services, and to provide ongoing administrative support, as specifically outlined in the Plan Sponsor Advisory Services Work Order, related to documentation created by CP as part of CP's services under this Agreement, including sharing of Plan level data as appropriate. Sponsor authorizes Nationwide to provide CP with access to Plan information that Nationwide has, including, but not limited to, the investment options available under the Plan ("Plan Related Information"). Sponsor acknowledges that Nationwide will have no liability or responsibility for CP's use or disclosure of Plan Related Information. CP agrees to keep Plan Related Information confidential and to only use such information to provide its services under this Agreement. The Parties acknowledge and agree that Plan Related Information shall not include participant level information.

1.2.1. Limitations on Nationwide's Administrative Services. Sponsor and CP acknowledge that Nationwide:

- (a) Shall not review and shall not be responsible, nor shall it be held liable for, the content or accuracy of any materials created solely by CP and made available to Sponsor by Nationwide;
- (b) Is solely responsible for performing the administrative services stated herein and has no responsibility for the selection of and/or performance of CP's services under this Agreement;
- (c) Is offering access to CP's services under this Agreement solely as a feature of the Programs on its retirement platform, but that Sponsor has the sole responsibility and authority to engage CP on behalf of the Plan to perform CP's services;
- (d) Nationwide is acting solely as directed by Sponsor to effectuate the services CP is performing under this Agreement and does not intend to be acting, nor is it acting, as a fiduciary or in a fiduciary capacity under the Adviser Act, or state fiduciary law;
- (e) Has no affiliation with, and is independent from, CP; further, the Parties acknowledge that Nationwide and CP are independent contractors and that this Agreement is not intended to create, nor shall it be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between Nationwide and CP; and
- (f) Does not make any representations or warranties regarding the appropriateness for the Plan of the services CP provides under this Agreement.

1.3. Process for Modifications to the Approved List. In the event that an investment alternative on

the Plan's Lineup is removed from the Approved List, CP will issue a written notice directly to the Sponsor, outlining its reasons for removal of the investment alternative and the actions or approvals required by Sponsor. CP, in its written notice, will identify and recommend a replacement investment alternative from the Approved List.

Upon receipt of CP's written notice, Sponsor will have the following options:

- a) Affirmatively notify and authorize Record-keeper to make the replacement of the investment alternative as recommended by CP.
- b) Object to CP's recommendation and affirmatively notify Record-keeper to keep the investment alternative recommended for removal by CP, understanding that CP will have no fiduciary oversight or responsibility for the investment alternative that is not on the Approved List.

In the event that Sponsor does not accept any of CP's recommendations and the Plan's Lineup contains no investments from the Approved List, then CP shall have no fiduciary oversight or responsibility for the Plan's Lineup and this Agreement shall terminate in accordance with Section 11 of this Agreement unless otherwise agreed to in writing by the parties.

- c) Take no action to object to CP's recommendation to add, delete or replace one or more investment alternatives by the stated time frame under CP's written notice.

In the event that Sponsor takes no action and accepts CP's recommendations under this Section 1.3(c), then Sponsor's acceptance shall be deemed to authorize Record-keeper to make the addition, deletion, or replacement of the investment alternative as recommended by CP without requiring further or additional Sponsor authorization.

- d) Sponsor continues to retain absolute discretion and responsibility for determining the Plan's investment Lineup and determining what action, if any, to take with respect to any analysis, report, or recommendation that CP may provide; or
- e) Terminate the services provided for under this Agreement, as outlined in the Termination section.

If Sponsor affirmatively approves implementation of the replacement of the investment alternative under Section 1.3(a) (Option 1), then Sponsor must notify Nationwide in writing, using Nationwide prescribed forms, of Sponsor's selection. Nationwide will implement the changes within the timeframes as soon as administratively feasible.

If Sponsor objects to the recommended change in investment option on the Approved List under Section 1.3(b) (Option 2), then Sponsor must notify Nationwide in writing, using Nationwide prescribed forms, of Sponsor's objection.

If Sponsor elects the termination option under Section 1.3(e) above (Option 5), then Sponsor will provide notice to CP as set forth in the Termination section below and the service will terminate as outlined therein. In the event of termination, the investment options in effect on the date of termination will remain in place unless and until the Sponsor directs Nationwide otherwise.

Sponsor has the exclusive discretion, authority, and obligation to decide upon (and decide whether to reject) any removal of an investment option from the Plan's Lineup. Sponsor makes the final determination as to which available investment options on the Approved List it wishes to choose for its Lineup, and has the sole responsibility to determine whether a change is in the best interests of the Plan and its participants. Nationwide does not have the discretion, authority, control, or responsibility with respect to those decisions made in connection with the Plan.

In the event an investment option is to be removed from the Approved List due to a change or event initiated by a mutual fund company, including but not limited to, a merger, liquidation or closure and in which (1) one or more Plan participants have currently allocated money in that fund, or (2) that fund has been specifically elected by a participant in the Plan for future allocations, Creative Planning will provide a new investment option to be added to the Approved List for the plan to consider for addition to the plan lineup.

2. Fees

2.1. Amount

In consideration of CP's services provided under this Agreement, Nationwide shall pay to CP a two (2) basis-point asset-based fee (the "Fee"). The amount of compensation paid to CP will not change based upon any particular fund recommended by CP whether affiliated with Nationwide or not, and CP's Fee will not be applicable to assets held in investment options not covered by the services CP provides under this Agreement. CP does not and will not receive any other compensation or fee for performing its services under this Agreement and CP does not charge a fee for the termination of the services under this Agreement.

Sponsor acknowledges that the Plan may incur other levels of fees and expenses, including but not limited to investment -related expenses imposed by other service providers and mutual fund managers not affiliated with CP or Nationwide, as well as other fees and expenses charged by the Plan's custodian, third party administrator, and/or Record-keeper. Neither CP nor Nationwide makes any representations or warranties relating to any costs or expenses associated with services provided to Sponsor or the Plan by any third parties. Sponsor further acknowledges that the Fee charged by CP for the services are in addition to any brokerage, custodial and/or other fees that may be charged to Sponsor by other service providers to the Plan.

Nationwide acknowledges that it will notify Plan Sponsor of any changes to the Fee amount.

2.2. Calculation and Payment of CP Fee

The Fee amount will be based on the total assets of all plans enrolled in the service that are held in an investment on the Approved List and will be calculated based on the average of the quarter's month-end balances using the total market value of participant assets on the last Business Day of the relevant period of service under the Agreement. For the purposes of this Agreement, "Business Day" shall be defined as a day on which the Record-keeper and the New York Stock Exchange are both open for business.

CP acknowledges that it may only be compensated for services to the Plan under the terms of this Agreement, and that CP and/or its associated persons will not also be compensated for such non-advisory services under any other selling agreement. CP acknowledges that it is solely responsible for ensuring no such compensation for non-advisory services is received.

2.3. Nationwide Service Fees

Nationwide has no affiliation with CP and receives no additional compensation in connection with the services described in this Agreement, including on termination of this Agreement.

The Parties acknowledge and agree that Nationwide is compensated for the recordkeeping services it provides to the Plan, as described in the Administrative Services Agreement, disclosure schedule and/or on the plan sponsor website under the fee disclosure information. Nationwide provides separately any disclosures required of it with respect to Plan designated investment options and/or any investment or annuity contract, fund or entity in which the Plan has a direct equity investment.

Nationwide and its affiliates offer a variety of investment options to public sector retirement plans through variable annuity contracts, trust or custodial accounts. *Options proprietary to Nationwide or its affiliates may be included by CP for recommendation as part of the Approved List.* Nationwide may receive payments from mutual funds or their affiliates in connection with those investment options on the Approved List. For more detail about the payments Nationwide receives, please visit www.nrsforu.com.

3. Custody of Assets and other Services

Neither CP nor any of its affiliates shall provide services to the Plan other than as set forth herein. In furtherance of the foregoing, custody of all Plan assets will be maintained with a third -party custodian selected by Sponsor, and Plan recordkeeping shall be provided by Record-keeper. Neither CP nor any of its affiliates will have custody of any Plan assets. Sponsor will be solely responsible for paying all fees or charges of the Record-keeper. CP does not make any recommendations with respect to the custody of assets, record-keepers or other Plan service providers. Neither CP nor any of its affiliates shall have any liability with respect to custodial arrangements or the acts, conduct, or omissions of the custodian.

4. Non-Exclusivity

Sponsor understands that CP and its affiliates may perform among other things, retirement plan consulting, retirement plan fiduciary consulting, retirement plan design consulting, plan administration, and portfolio management.

services for other clients. Sponsor recognizes that CP or any of its affiliates may also give advice and take action in the performance of its duties for such other clients (including those who may have similar retirement plan arrangements as Sponsor) that may differ from advice given, or in the timing and nature of action taken, with respect to Sponsor. Nothing in this Agreement shall be deemed to impose on CP, or any of its affiliates, any obligation to advise Sponsor with respect to the Plan, including the services provided by CP under this Agreement, or any of its affiliates, in the same manner as it may advise any of its other clients; provided, however, that the investment theory, philosophy, and policies CP applies as the non-discretionary investment advisor in regard to the Sponsor are generally consistent with the corresponding investment theory, philosophy, and policies applied by CP for clients other than Sponsor for which it acts as a non-discretionary investment advisor. Sponsor further understands that the persons employed by CP to provide services to the Plan and the Sponsor in connection with the performance of CP's duties under this Agreement will not devote their full time to providing those services. Nothing in this Agreement will be deemed to limit or restrict the right of CP to engage in and devote time and attention to other businesses or to render services as an investment adviser, employee, officer, director, or trustee of other funds or investment companies.

5. Valuation

CP may rely, without independent verification, upon valuation of assets as provided by Sponsor or the Record-keeper of the Plan's assets. In all events, Sponsor acknowledges that any such valuation shall be no guarantee of any type with respect to the market value of the assets, or any portion thereof, in the Plan.

6. Representations and Warranties of Sponsor

Sponsor represents and warrants as follows:

- (a) Sponsor is solely responsible for determining whether or not to enter into any arrangement(s) in connection with the Plan (including this Agreement) that are deemed by Sponsor to be necessary for the management and operation of the Plan and for determining whether or not any such arrangement(s) are reasonable and appropriate with respect to compensation paid for and conflicts of interest(s) arising in connection with the services and/or products provided; Sponsor is not relying on any advice or recommendations by CP, except as provided in accordance with Section 1 above, or Nationwide in making such decisions.
- (b) This Agreement is binding on the Sponsor and does not violate any prior obligation or agreement.
- (c) The individual signing this Agreement and any appendices hereto on behalf of Sponsor is a named fiduciary on the Plan and is also authorized to sign on behalf of the Sponsor in its corporate capacity.
- (d) Sponsor shall be solely responsible for the Plan's compliance (both in form and operation) with all applicable federal and state laws, rules and regulations, including, but not limited to, the Code, including Sponsor's obligation to obtain and maintain for the period of this Agreement a bond in the requisite amount and otherwise satisfying the applicable requirements and fiduciary liability insurance sufficient to cover Sponsor's liability obligations to CP in the event of Sponsor's breach of its fiduciary obligations.
- (e) Sponsor warrants that it shall comply with all applicable federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information.
- (f) Sponsor represents that it shall be solely responsible for monitoring whether any class action lawsuits have been filed pertaining to investment recommendations, investment purchases, or investment sales, in determining whether the Plan is eligible to participate and whether it is in the best interest of the Plan to participate in such class action.
- (g) Sponsor authorizes CP to deliver documents and communicate with Plan and Plan participants or beneficiaries through the use of electronic communication including electronic mail. CP shall not be

responsible for prospectus delivery and/or determining whether the use of such electronic communication including electronic mail complies with the applicable requirements of the Code. Sponsor shall be responsible for determining whether the use of such electronic communication including electronic mail complies with the applicable requirements of the Code.

- (h) The individual signing this Agreement and any appendices thereto on behalf of the Sponsor represents that he/she: (i) is independent of and unrelated to CP or Nationwide, or any of their respective affiliates; (ii) is the named fiduciary or an authorized delegate thereof with respect to the control or management of the assets of the Plan; (iii) has the power and authority to appoint investment advisers under the terms of the Plan and to enter into contractual arrangements with third parties to assist in the discharge of these and related duties; and (iv) is authorized to sign on behalf of the Sponsor in its corporate capacity.
- (i) Sponsor agrees to promptly provide CP with any amendments to the Plan's governing documents that are reasonably expected to alter or affect CP in the performance of services under this Agreement in accordance with Section 12.5 hereunder. Sponsor will not provide CP with any information that is misleading or incomplete and CP may rely upon this representation if it disseminates such information on behalf of the Sponsor to any third parties. If CP determines that it is unable to provide any or all of the services, it shall terminate this Agreement pursuant to Section 11 of this Agreement. Such termination shall have no impact on the Administrative Services Agreement between Sponsor and Nationwide. Should CP terminate this Agreement, then the Plan will continue its participation in the Program, as applicable, and Sponsor shall be wholly responsible for oversight and modification of the Plan's Lineup.
- (j) Sponsor acknowledges that before this Agreement was entered into, CP provided to Sponsor information regarding services, compensation, fiduciary obligations and conflicts of interest, and Sponsor acknowledges that it received such information sufficiently in advance of entering into this Agreement to make an informed decision to engage CP. All such information is included in this Agreement, in the Appendices hereto and CP's Form ADV Part 2 which is hereby made part of this Agreement. Sponsor has reviewed and considered the contents of the Agreement and has determined the services to be rendered hereunder (i) to be necessary for the operation of the Plan; and (ii) to be reasonable and appropriate based upon the compensation to be paid for the services.
- (k) Sponsor acknowledges that investments fluctuate in value and the value of investments when sold may be more or less than when purchased, and that past investment performance does not necessarily guarantee any level of future investment performance.
- (l) Sponsor shall cooperate fully with CP and Nationwide in each party's provision of their respective services hereunder. In furtherance of the foregoing, Sponsor shall authorize the Record-keeper to provide CP such information or data regarding the Plan and the Plan's assets (and earnings or losses thereon) that CP reasonably requests in connection with the services provided under this Agreement.
- (m) If Sponsor has engaged another provider to serve as a financial professional or consultant (the "Financial Consultant") on behalf of the Plan, any investment-related services provided by such Financial Consultant, including but not limited to participant-level services or share class recommendations given to Sponsor, will be consistent with the services provided under this Agreement by each Party, and will be provided in compliance with applicable law. Sponsor acknowledges that neither CP nor Nationwide shall be responsible for any actions outside the scope of their respective services under this Agreement, including but not limited to any investment decisions made by Sponsor or participants based on recommendations provided by such Financial Consultant.
- (n) An unsigned copy of this Agreement was provided reasonably in advance of the date of Sponsor's

entering into this Agreement. Sponsor further acknowledges delivery and receipt of CP's Form ADV Part 2 in accordance with the Act and CP's Privacy Policy Notice in accordance with the Gramm-Leach-Bliley Act of 1999, and further represents that it will undertake to review these disclosure documents which concern information concerning among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, fee structure, and potential conflicts of interest by CP.

- (o) Sponsor shall notify CP and Nationwide in the event that Sponsor has any reason to believe that a potential or actual legal action or claim may exist against CP and/or any of its employees or agents arising out of or in connection with this Agreement; and
- (p) The foregoing acknowledgments, representations, warranties and agreements are continuing and are understood to be relied upon by CP and Nationwide; and Sponsor shall promptly notify each party in writing in the event that any of the foregoing acknowledgments, representations, warranties or agreements are, or are anticipated to be, no longer true.

7. Representations and Warranties of CP

CP represent and warrants as follows:

- (a) CP is registered as an investment adviser under the Act, and to the extent applicable, any other jurisdiction in which CP is required to be registered in order to perform its obligations under this Agreement. CP will maintain all applicable registrations throughout the duration of this Agreement.
- (b) CP is a limited liability company duly organized, validly existing and in good standing under the laws of Kansas. CP has the power and authority to enter into and perform this Agreement, and the person executing this Agreement on its behalf has the requisite authority to bind CP.
- (c) CP's entry into this Agreement does not violate any prior obligation or agreement of CP.
- (d) CP will obtain and/or maintain any authorizations, permits, certifications, licenses, filings, registrations, approvals or consents, which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.
- (e) CP will disclose to Sponsor any material change to the information regarding services, compensation and conflicts of interest within 60 days from the date on which CP acquires knowledge of the material change.
- (f) CP will disclose relevant information related to this Agreement that is requested by Sponsor in order to assist with Sponsor's applicable reporting and disclosure requirements.
- (g) CP will receive the compensation described in Section 2 only, and does not receive any compensation from any third party in connection with the services it provides under this Agreement.

- (h) CP agrees to comply with all applicable federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information.
- (i) CP has complied with and will comply with all regulations, filings, registrations, approvals, authorizations, consents or examinations required by applicable law of the United States Securities and Exchange Commission, the United States Department of Labor, the United States Internal Revenue Service or any other government or governmental authority having jurisdiction over its activities or for the performance of the acts contemplated by this Agreement.
- (j) CP has the full legal right to provide all services under this Agreement, and represents and warrants that there is no claim, litigation, or proceeding pending or threatened against CP with respect to such services alleging infringement of any patent or copyright or violation of any trade secret or any other proprietary right of any person or alleging products liability.
- (k) CP shall not cause the Plan to engage in any activity with a person that is known by CP to be or who has been identified by the Sponsor as a "disqualified person" as that term is defined under Section 4975(e) of the Code, that would constitute a prohibited transaction under Section 4975 of the Code with respect to the Plan, unless such transaction is subject to a statutory or administrative exemption.
- (l) CP shall promptly notify the Sponsor and Nationwide in the event that CP has any reason to believe that a potential or actual legal action or claim may exist against the Plan, the Sponsor, any subsidiary or any affiliate of the Sponsor or Nationwide, or any officer, director, employee or agent thereof, arising out of or in connection with the performance of this Agreement.
- (m) The foregoing acknowledgments, representations, warranties and agreement are continuing and are understood to be relied upon by the Sponsor and Nationwide, and CP shall promptly notify the Sponsor and Nationwide in writing in the event that any of the foregoing acknowledgments, representations, warranties or agreements are, or are anticipated to be, no longer true.

8. Standard of Care; Indemnity; Data Disclosure

8.1. **Standard of Care.** The sole standard of care imposed on CP in performing the services hereunder is to act with the care, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; provided, however, that nothing in this Agreement shall be deemed to limit any responsibility that CP may have to Sponsor to the extent such limitation would be inconsistent with applicable laws, including securities laws.

8.2. Indemnification

- (a) To the maximum extent allowed by law, each party (the "Indemnitor") will indemnify, defend and hold harmless the other parties and their respective directors, officers, employees and agents (the "Indemnitees"), from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "Claims"), including attorneys' fees incurred in responding to such Claims, that the Indemnitees may suffer or incur arising out of or in connection with the Indemnitor's (i) breach of its obligations under this Agreement or (ii) breach of any fiduciary obligation to the Plan. Notwithstanding the foregoing sentence, a party shall not be required to indemnify, defend or hold any other party harmless to the extent that the Claim arose as a result of that other party's acts or omissions. The Indemnitor's obligation to indemnify and defend hereunder will be contingent on the Indemnitee(s): (i) promptly notifying the Indemnitor in writing of the claim; (ii) allowing the Indemnitor to control, and reasonably cooperating with Indemnitor in, the defense thereof and any related settlement negotiations;

and (iii) in no event, agreeing to, or authorizing settlement of, any such claim without Indemnitor's prior written agreement. The indemnity obligations as described in this paragraph shall survive termination of this Agreement.

8.3. Data Disclosure CP will use reasonable efforts to ensure that the data, analysis, opinion, and other information it provides in connection with the services rendered hereunder are correct. Although gathered from sources believed to be reliable, Sponsor acknowledges that CP cannot guarantee the accuracy of the data or information received by Sponsor or third parties used to provide its services. The completeness and timeliness of all data and information used to provide its services is dependent upon the sources of such data and information, which are outside of CP's control.

9. Limitation of Liability

The following limitations of Liability shall be applicable:

9.1. Limitation on Types of Damages Except as otherwise provided by law, in no event will any party be liable to the other for any punitive, incidental, consequential, special, or similar damages, even if advised of the possibility of such damages.

Nothing in this Agreement is intended to or shall waive any rights to which the Plan Sponsor is specifically entitled under the securities laws of the United States or under applicable state law.

10. Confidentiality

10.1. Confidential Information The Parties acknowledge that in the course of their dealings hereunder, each may acquire information about the other, its business activities and operations, its technical information and its trade secrets, all of which are proprietary and confidential (the "Confidential Information"). All Parties agree that (i) all Confidential Information including, without limitation, the terms of this Agreement remains the exclusive property of the disclosing party; (ii) it shall maintain, and shall use prudent efforts to cause its employees and agents to maintain (and not to otherwise copy, publish, disclose or use other than as contemplated under this Agreement) the confidentiality and secrecy of the disclosing party's Confidential Information; and (iii) it shall return or destroy all copies of the disclosing party's Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent that it: (i) is or becomes part of the public domain through no act or omission of the receiving party; (ii) is disclosed to third parties by the disclosing party without restriction on such third parties; (iii) is in the receiving party's possession without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement; (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (v) is released from confidential treatment by written consent of the disclosing party.

10.2. Legally Required Disclosure by CP shall promptly provide prior notice to the Sponsor and Nationwide (except where such prior notice is prohibited by law) before it discloses any information relating to the Agreement that would be Confidential Information except that the disclosure is required by law, regulation or other binding authority including, without limitation, requirements under the Securities and Exchange Act of 1934, and the Investment Advisors Act of 1940. In the event that CP is requested (by oral questions, interrogatories, subpoena duces tecum or similar process) to disclose any information that would be Confidential Information except for the requirement to disclose, CP shall provide the Sponsor and Nationwide with prompt notice of such request. In the event that CP discloses information that would otherwise be Confidential Information without prior notice to the Sponsor or to Nationwide (because such disclosure is required by law and prior notification thereof is prohibited by law), CP shall notify the Sponsor and Nationwide concerning such disclosure as soon as practicable and permissible by law.

10.3. Intellectual Property/Legally Required Disclosure by Sponsor CP retains sole and exclusive ownership over all specifications, drawings, sketches, models, samples, tools, apparatus, software, programs, technology,

designs, processes, formulas, and inventions (the "Intellectual Property"), as set forth in part in Appendix B, and such Intellectual Property shall be considered to be proprietary. The Sponsor agrees to treat such information as Confidential Information and shall not disclose such information to a third party without prior notice to and the written consent of CP unless such disclosure is required by law, regulation or other binding authority including, without limitation the Securities Exchange Act of 1934, and the Investment Advisers Act of 1940. In the event that the Sponsor is requested (by oral questions, interrogatories, subpoena duces tecum or similar process) to disclose any such information, the Sponsor shall provide CP with prompt notice of such request. In the event that the Sponsor discloses such information without prior notice to CP (because such disclosure is required by law and prior notification thereof to CP is prohibited by law), the Sponsor shall notify CP concerning such disclosure as soon as practicable and permissible by law.

10.4. **Publicity** Except to the extent required by applicable law, CP shall not publish or otherwise distribute, without the Sponsor's prior written consent, any advertising, press release or promotional or publicity material wherein the name, symbol, trademark or service mark of the Sponsor is mentioned, or language from which the connection of said name, symbol, trademark or service mark therewith may be inferred or implied. CP shall cease any and all usage of such name, symbol, trademark or service mark of the Sponsor immediately upon termination of the Agreement.

11. Termination

This Agreement shall remain in effect from the Effective Date until terminated by either Sponsor or CP upon written notice to the other, with copy to Nationwide. Such notice may be given at any time and will be effective upon receipt by the non-terminating party so long as the notice has been manually signed by the terminating party. Such termination will not, however, affect the liabilities or obligations of the Parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of Sections 8, 10, and 12.8) shall survive any expiration or termination of this Agreement. Upon termination, CP will have no further obligation under this Agreement to act or advise Sponsor with respect to services except as agreed to by the Parties at the time of termination. This Agreement will terminate automatically upon (i) the termination of the Plan Sponsor Advisory Services Work Order between CP and Nationwide, (ii) the termination of the Administrative Services Agreement between Sponsor and Nationwide under which Nationwide provides certain recordkeeping and administrative services to the Plan.

12. General Provisions

12.1. **Assignability** This Agreement is not assignable by any Party without the prior written consent of the other parties.

12.2. **Effect** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, survivors, administrators and permitted assigns.

12.3. **Modification** The Agreement may be modified, including without limitation the services to be provided by CP, the Fees payable by Nationwide under this Agreement, or the services provided by Nationwide under this Agreement by mutual written agreement between CP, Sponsor, and Nationwide.

CP may propose to increase or otherwise change the Fees charged, to change the services it provides or to otherwise modify this Agreement by giving Sponsor at least sixty (60) days' advance notice of the proposed change. The notice shall be given in the manner described in Section 12.5 below. The notice will: (i) explain the proposed modification of the Fees, services or other provisions; (ii) fully disclose any resulting changes in the Fees to be charged as a result of any proposed change in the services or other changes to this Agreement; (iii) identify the effective date of the change; (iv) explain Sponsor's right to reject the change or terminate this Agreement; and (v) state that pursuant to the provisions of this Agreement, if Sponsor fails to object to the proposed change(s) before the date on which the change(s) become effective Sponsor will be deemed to have consented to the proposed change(s).

If Nationwide or Sponsor rejects any change to this Agreement proposed by CP, CP shall not be authorized to make the proposed change. In that event Sponsor shall have an additional sixty (60) days from the proposed effective date (or such additional time beyond 60 days as may be agreed by CP) to locate a service provider in place and instead of CP. If at the end of such additional sixty (60) day period (or such additional time period as agreed by CP), the parties have not reached agreement, this Agreement shall automatically terminate.

12.4. **Severability** If any one or more of the provisions of this Agreement (other than the provisions of Section 7) shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.

12.5. **Notices** Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if: (i) delivered personally; (ii) mailed by registered or certified mail, return receipt requested and postage prepaid; (iii) sent via a nationally recognized overnight courier service; (iv) sent via facsimile; or (v) sent by email to:

If to Creative Planning: Creative Planning, LLC
630 Dundee Rd. Ste. 200
Northbrook, IL 60062
Facsimile: (847) 715-3320
ATTN: Ramesh Poola

If to Sponsor: To the address set out on the signature page or such other address or facsimile as any party shall have designated by notice in writing to the other party. All notices shall be deemed to have been given or made when delivered by hand or courier, or when sent by facsimile or email, or if mailed, on the third Business Day after being so mailed.

If to Nationwide: AVP Managed Accounts & Investment Products
Personal and Confidential
Nationwide Retirement Solutions
One Nationwide Plaza, 03-07-402
Columbus, OH 43215

12.6. **Headings** All headings used herein are for ease of reference only and shall not be deemed part of this Agreement and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.

12.7. **Entire Understanding** This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein.

12.8. **Applicable Law; Forum** This Agreement shall be governed by, and construed in accordance with the laws of the State of Ohio, without reference to conflict of law principles, unless preempted by federal law.

12.9. **Waiver or Limitation** Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Sponsor or the Plan or any other party may have under federal or state securities laws.

12.10. **No Third Party Beneficiaries** This Agreement is solely between and among the Parties hereto and not for the benefit of any third party. No third party shall have any rights, duties, claims or obligation of any kind under this Agreement.

12.11. **Gender and Number** Unless the context of any Agreement provision or attachment hereto clearly indicates to the contrary, the masculine includes the feminine, the singular includes the plural, and the plural includes the singular.

12.12. **Construction** This Agreement was drafted by the Parties and reviewed by counsel for each, and shall not be construed against any one Party.

12.13. **Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart.

12.14. **Contractual Waiver** The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

12.15. **Costs of Enforcement** In any action brought by one Party against an other Party to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover all reasonable attorney's fees and costs of the action.

12.16. Injunctive Relief Each Party acknowledges that the other Parties' legal remedies (including the payment of damages) would not adequately compensate the breaching party for any other's breach of this Agreement regarding ownership, use, copying distribution, confidentiality, or nondisclosure of CP's services, the Intellectual Property, the Confidential Information, and that it would suffer continuing irreparable injury as a direct result of such breach. Therefore, in the event of any such breach or threatened breach, the non-breaching party or parties may seek entry of any injunctive relief necessary to prevent or cure such breach (including temporary and preliminary relief, and relief by order of specific performance) without posting a bond or other security or proof of irreparable harm.

12.17. Relationship Between the Parties; Independent Contractors None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. None of the Parties, nor any of their respective directors, officers, employees or agents shall be construed to be the employee, agent, or representative of the other. This Agreement shall not be deemed to be a joint venture relationship. As independent parties, the Parties maintain separate and independent management. As between the Parties, each has full, complete, absolute and sole authority and responsibility regarding its own operations, and neither shall have any direction or control over the manner in which the other performs its obligations.

12.18. Impossibility of Performance No Party shall be deemed to be in violation of this Agreement if such party is delayed in performing or prevented from performing any of its obligations hereunder for any reason beyond its reasonable control including, without limitation, nationalization, strikes, expropriation, devaluation, seizure or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition, or enforcement by any such governmental authority of currency restrictions, exchange controls, levies, or other charges affecting the Plan; or the breakdown, failure, or malfunction of any utilities or telecommunications systems; or any order or regulation of any banking or securities industry including changes in market rules and market conditions affecting the execution or settlement of transactions; or acts of war, terrorism, insurrection, or revolution; or natural disasters, acts of God, act of a foreign enemy, statutory or other laws, regulations, rules or orders of federal, state, or local government, or any agency thereof.

12.19. Successor Laws Any reference in this Agreement to a section of the Code, or other applicable law, or to any regulations or administrative pronouncements thereunder, shall be deemed to include a reference to any modifications or amendments thereof, and any successor provision of the Code, or other applicable law, or any successor regulations or administrative pronouncements thereunder.

12.20. Authorized Parties The Sponsor may appoint or designate any person to act on its behalf concerning this Agreement and its operation as it deems appropriate. Sponsor shall furnish to CP and Nationwide a copy of any such appointment or designation and, until written notice of such changes are received by CP or Nationwide in accordance with Section 12.5 or grant of power is in compliance with 12.5 of this Agreement, CP or Nationwide, as applicable, may conclusively rely upon the authority of such persons to act notwithstanding anything to the contrary contained in this Agreement. Neither CP nor Nationwide shall have an obligation or duty to ascertain or determine whether such appointment, designation, or grant of power is in compliance with applicable state or federal law.

13. Plan Sponsor Direction for Plan Implementation

The Sponsor by accepting and acknowledging this Agreement represents that performance of the Agreement is within the scope of the activities authorized by the Plan and applicable laws and that he or she is duly authorized to negotiate, enter into, and renew this Agreement on behalf of the Plan.

Each Party represents to the others that the person executing this Agreement on its behalf is duly authorized and empowered to execute this Agreement.

CP, Nationwide, and Sponsor each hereby agree with the provisions set forth in this Agreement, including all Appendixes, and the verification set forth above.

The Parties have executed this Agreement as of _____, 20____ the Effective Date.
(Date: MM/DD) (YY)

Sponsor

Plan Sponsor Signature: _____

Plan Sponsor Printed Name: _____

Plan Sponsor Title: _____

Plan Sponsor Address: _____

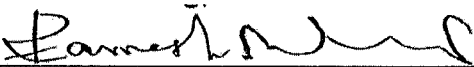
(Street)

(City)

(State/Zip)

Plan Sponsor Email: _____

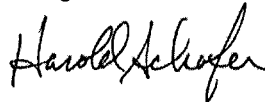
Creative Planning, LLC Representative Signature:



CP Representative Printed Name: Ramesh Poola

CP Representative Title: Chief Investment Officer, Fiduciary Services

Nationwide Retirement Solutions, Inc. Representative Signature:



Nationwide Representative Printed Name: Harold Schafer

Nationwide Representative Title: Vice President, Retirement Solutions

APPENDIX A Retirement Plan Client Profile

SECTION I: COMPANY & PLAN INFORMATION

<p>Company Name: _____</p> <p>Company Address: _____ _____</p> <p>Company Phone: _____</p> <p>Company Fax: _____</p> <p>Company Email: _____</p> <p>Is the Company USA-based? <input type="checkbox"/> Yes <input type="checkbox"/> Other: _____</p> <p>TIN: _____</p> <p>DBA: _____</p> <p>Number of Company Locations: _____</p> <p>State(s) in which there are Company Location(s): _____</p> <p>Current Designated Investment Alternatives: _____ _____</p> <p>Current Money Market or Cash Equivalent: _____ _____</p>	<p>Plan Type: _____</p> <p>Name of Responsible Plan Fiduciary (the person(s) authorized to enter into arrangements for service on behalf of the Plan) : _____ _____</p> <p>Description of Business: (i.e. manufacturing, consulting, etc.) _____ _____</p> <p>Does the Plan have a preexisting relationship with CP or an affiliate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please describe: _____</p> <p>Does the Plan own any CP affiliated products? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please list: _____ _____</p> <p>Assets as of: _____</p> <p>Projected Annual Cash Flow: _____</p>
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APPENDIX B Investment Processes

Investment Selection

Investment Objectives

The overall investment program provided to the Plan participants shall seek to achieve the following long-term investment objectives:

1. A long-term competitive rate of return on investments that is equal to or exceeds a return of the applicable benchmarks.
2. A long-term rate of return on investments that is competitive with each investment's peer group.
3. An investment management fee and fund expense ratio commensurate with return-risk profile
4. An investment program flexible enough to meet the needs of a diverse set of Plan participants based upon their age or investment objective, which provides each individual with the ability to invest in a diversified portfolio to meet his or her long-term investment goals.

Asset Class and Investment Category Guidelines

For purposes of determining the asset classes for the Plan's investment menu, CP has selected a broad range of different asset classes including fixed income, foreign and domestic equity, and certain alternative investments recognizing different ranges of investment style, strategy, and market capitalization. These major asset classes may be divided into specific investment categories. Taken together, the available asset classes will give a Plan participant the opportunity to construct a diversified investment portfolio and the potential to realize his/her investment objectives (return and risk) subject to investment constraints such as time horizon, liquidity, taxes, and unique circumstances.

CP believes that long-term investment portfolio performance, in large part, is primarily a function of asset class mix. CP has reviewed the long-term performance characteristics of various asset classes, focusing on balancing the risks and rewards of market behavior.

The Investment Alternatives can be selected such that, taken together, the Plan participants have the opportunity to construct a diversified investment portfolio and realize investment objectives (return and risk) subject to investment constraints such as time horizon, liquidity, taxes, and unique circumstances.

	Equity Investments	Fixed Income Investments	Asset Allocation Investments / Target Income	Index Investments	Cash Preservation Investments
Necessary Investment Categories (for Plans Intend to comply with)	Large-Cap Growth Large-Cap Blend Large-Cap Value Mid-Cap (Growth/Blend/Value Styles) Small-Cap (Growth/Blend/Value Styles) Foreign Stock (All cap and Styles)	Short-Term Bonds (Government/Corporate) Intermediate, Term Bonds (US Corp., Govt)			
Optional Investment categories	Real Estate Investment Trust (REITs) Emerging Markets (All cap and Styles)	High-Yield Corporate Bonds Inflation-Protected Bonds World Bonds	Target Risk Investments Conservative Asset Allocation Moderate Asset Allocation Aggressive Asset Allocation Target Date Investments Target Date Series GLBW Options	S&P 500 Index Total Stock Market Index Total International Stock Market Index Total Bond Market Index Total International Bond Market Index	Income Products (when selected) NW Fixed Elite NW True Flex Contract Index Principal Protection (IPP)

Guidelines for Approved List of Investment Alternatives

Methodology

CP has developed a proprietary investment process designed to select the Investment Alternatives included in the Approved List provide higher long-term returns for a given level of risk. The goal of this selection process is to identify an array of fund alternatives which adhere to established style benchmarks while avoiding an environment of excessive addition or deletion of funds based on short-term performance criteria. The three main components of the investment process are investment selection, investment monitoring, and investment replacement/termination.

CP utilizes the following investment selection process for its Approved List. CP is not responsible for the selection or monitoring of any employer stock, stable value funds, investments made through mutual fund windows or brokerage windows under the Plan, or any other Investments Alternatives offered to Plan participants that have been selected by the Plan Sponsor or any other provider. CP will not have any fiduciary oversight with respect to forfeiture accounts, suspense accounts or any other accounts under the Plan with unallocated monies.

Selection of Investments in Each Investment Category for Approved List:

CP has developed a proprietary method of analyzing an extensive database of open-ended mutual funds. These funds are then separated into several broad categories and CP will select funds for each asset category to be included in the Approved List for the Plan's Investment Alternatives. CP will evaluate each fund applying various quantitative criteria, the "IRON Composite," as well as various qualitative criteria. The quantitative metrics include, but are not limited to, performance, risk, risk-adjusted return, style and size consistency, duration and rating consistency (where applicable), expense ratio, and revenue credit (where applicable). The qualitative metrics include, but are not limited to, Manager(s) experience, Manager/Key Analysts Turnover, Leverage, Derivatives, Underlying Assets liquidity, risk controls, asset flows, organization, management fund governance, Incentive Structures, and outstanding litigation, if any. The criteria analyzed in each category are as follows:

- 1. Return criteria**
 - 1 yr. total return
 - 3 yr. total return
 - 5 yr. total return

- 2. Risk Criteria**
 - 1 yr., 3yr., and 5yr. 2008 Debt Crisis
 - Standard Deviation - Beta
 - Tracking Error - Maximum Drawdown
 - R-squared

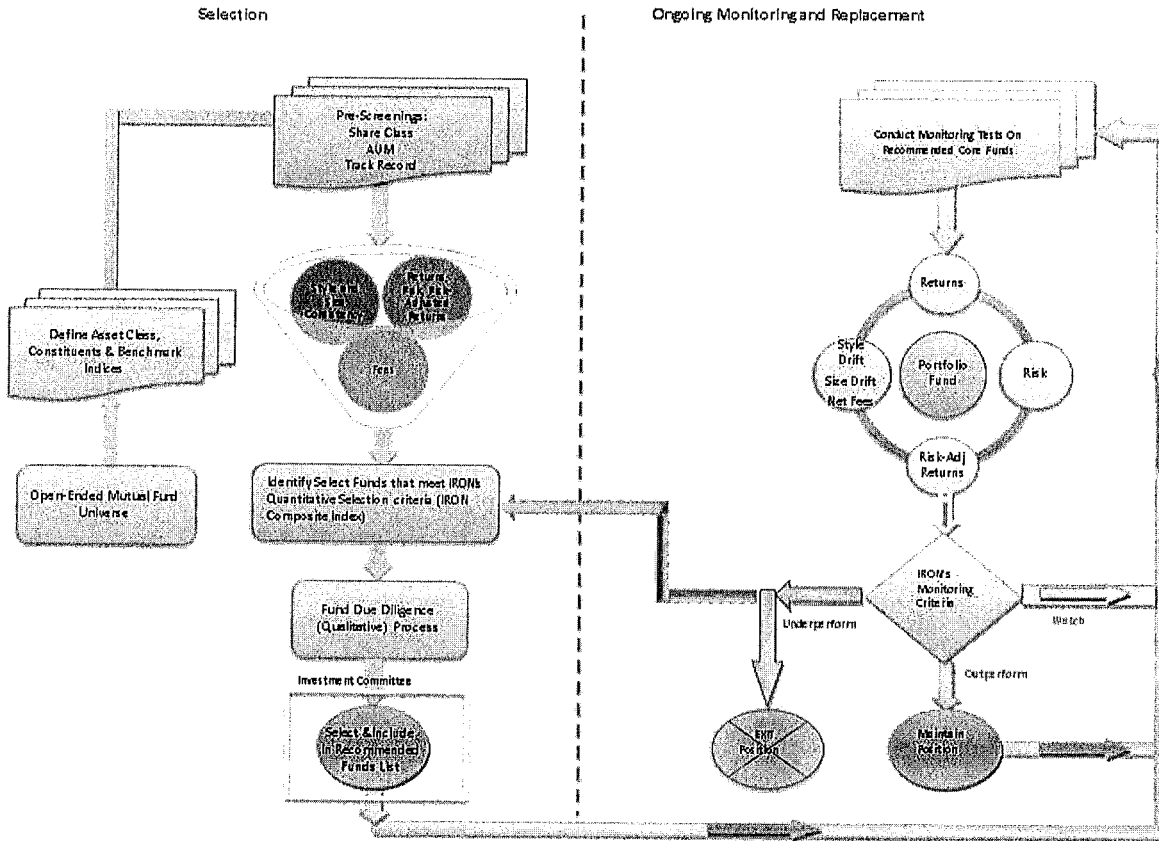
- 3. Risk-adjusted Return Criteria**
 - 1 yr., 3yr., and 5yr., 2008 Debt Crisis for all 7 data points
 - Sharpe Ratio - Alpha
 - Information Ratio - Treynor Ratio
 - Sortino Ratio - Up Capture Ratio
 - Down Capture Ratio

- 4. Consistency** - Different metrics are used to measure consistency for equity vs. fixed income:
 - Equity consistency measures:*
 - Style Drift
 - Size Drift
 - Fixed Income consistency measures:**
 - Credit Quality
 - Duration

- 5. Fees**
 - Net Fees

** The consistency measure for fixed income is pass/fail based on a set range per asset category for both Credit Quality and Duration. The category evaluations are considered together to determine an CP Composite. The CP Composite will rank the funds relative to their peers in each asset class. These selected funds are individually evaluated again in a comprehensive process using all available criteria plus additional information such as Fund Manager Tenure, assets under management, and asset turnover ratio. Finally, from this final list of funds, funds are selected for each asset category to be included as Plan Investment Alternatives.*

CP utilizes the above delineated investment selection process where applicable and is further subject to Plan specific requirements. When measured using these metrics, the eligible actively managed funds should be in the top 50% percentile of the peer group in an asset category. The lowest share class and available active funds within the Product Universe will be included in the peer group.



Monitoring of Approved List for Plan's Investment Alternatives

Because of the dynamic nature of the investment environment (including potential changes in Asset Classification Categories and/or the Benchmark Index of an Asset Classification Category), CP will practice a regular and disciplined on-going monitoring process of the Plan Investment Alternatives. The selected funds on the Approved List for each asset class are monitored on a periodic basis to ensure that the Portfolio Investment Alternatives stay in the top 50th percentile of the CP Composite. The criteria chosen for the selection process will also be used for the monitoring component. The five categories of return, risk, risk-adjusted return, consistency and fees are modeled or weighted with a goal of maintaining 50th percentile ranking with minimal fund turnover. Each fund is designated as "Outperform", "Watch", or "Underperform". A selected fund will initially be classified as "Outperform".

For a fund to remain in the Approved List for Plan's Investment Alternatives list, it must maintain an 'Outperform' or 'Watch' designation. A list of potential replacement funds is simultaneously created for an asset class when a fund first drops to 'Watch.' Any recommended actively managed fund that falls below the top 50th percentile but above the bottom 25% percentile on the CP Composite will be designated as "Watch." All funds are monitored for special circumstances that may cause a fund to be terminated and replaced immediately. The monitoring component is an ongoing process designed to maintain the Approved List in a prudent manner and it is designed to ensure that the Plan's Investment Alternatives as selected from the Approved List are consistent with the return objectives and risk tolerances selected by the participants.

Replacement of Investment Alternatives

The final component of the investment process is the replacement or removal of Investment Alternatives from the Approved List in accordance with CP's monitoring process and the replacement or removal of any such Investment Alternatives from the Plan's investment menu as applicable. Any actively managed fund that falls below the bottom 25th percentile in the eligible peer group of funds in an asset category will be designated as "Underperform." Also, a fund which maintains "Watch List" status for one full calendar year will be reclassified thereafter as "Underperform." A fund labeled as "Underperform" will be replaced during the calendar quarter with an investment alternative using the above fund selection methodology. Special circumstances may also arise that would cause a fund to be removed in a timely manner. Also, passively managed index funds and actively managed funds with a peer group of less than 20 do not follow the above quantitative guidelines. Instead, the Committee will determine and denote a fund "Outperform," "Watch," or "Underperform" based on all available and relevant information about fund choices.

When a fund is removed from the Approved List, CP will recommend a replacement fund from the Approved List in the corresponding investment category. The removal of an Investment Alternative from the Approved List and its recommended replacement fund will be reported in the Quarterly Fiduciary Report under section titled, "Quarterly Investment Actions."

The Named Fiduciary may approve the recommended replacement fund and select it for the Plan's investment menu, or it may select an alternative replacement fund. The Named Fiduciary may also abstain from taking any action if the investment menu has one or more other Investment Alternatives in the same investment category or if such investment category is not considered necessary for the Plan's investment menu.

Target Date Funds – Investment Selection and Monitoring Process

Target Date Funds ("TDF") were created to provide the flexibility and the simplicity of a single investment offering with declining risk as the investment horizon shortens for the investor's retirement portfolio. The underlying investment portfolios were constructed primarily for accumulating wealth over time rather than for distributing wealth during the retirement period. The risk of a TDF is generally determined by the proportion invested in each of the investment strategy, the risk of underlying investment strategies for different asset classes, and diversification of risk among these strategies based upon their correlations to each other. A TDF "glidepath" is the generic risk profile that changes over time during the life of the fund. In general, the overall investment strategy and risk profile for a TDF depends on the nature of its glidepath, which schedules the transition from a high-growth high-risk portfolio early in a participant investor's working life to a low-risk, capital preservation-focused portfolio as the target date nears. Within the realm of defined contribution ("DC") plan investment offerings, TDFs' series is broadly managed in two different glidepaths, "To" and "Through" the target date. In the case of a TDF that follows a glidepath "To" the target date, the asset allocation stops evolving at the target retirement date and thereafter the risk profile stays constant throughout the retirement period.

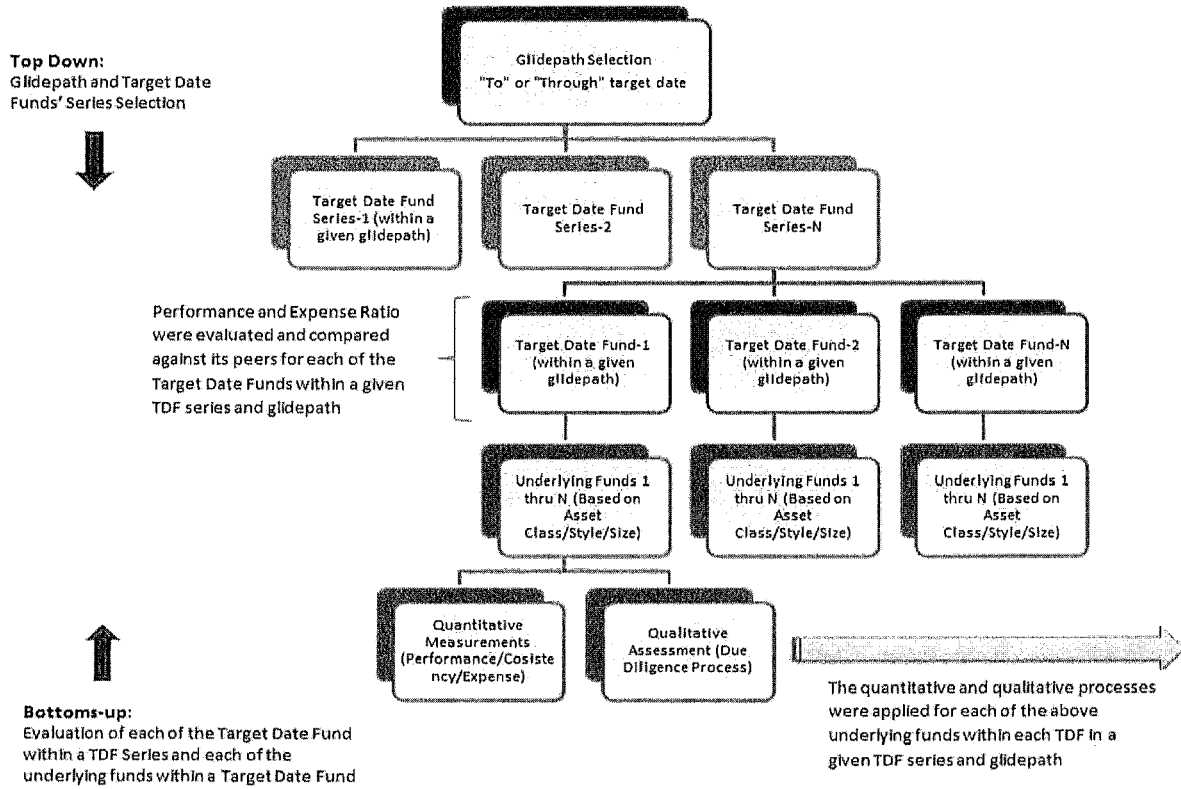
Conversely, the asset allocations continue to shift post retirement date and the risk profile continue to decrease over time with a TDF that follows a glidepath "Through" target date. The suitability and prudence of using either of these two distinct glidepath investment strategies largely depend on Plan participant's position in the investment lifecycle, human capital, investment objectives and constraints including time horizon, liquidity, and flexibility.

CP uses the following steps in evaluating a relevant TDF for the Approved List:

1. Evaluating the relevant TDF glidepath ("To" or "Through").
2. Evaluating the performance (return, risk, risk-adjusted returns) and expense ratio for each of the TDFs within a TDFs' series (a family of funds with different target dates).
3. Assessing the performance (return, risk, risk-adjusted returns), consistency (style/size), and expense ratio for each of the underlying funds in a given TDF within a TDFs' series.

- Recommending a TDFs' series based upon the combined evaluation of all the underlying TDFs and their respective underlying funds.

The combination of top down and bottoms-up approach is schematically presented below:



Special Considerations for Target Date Series

CP's criteria for evaluating performance and expense ratio for each of the TDF is the same as described in the previous section, Investment Process – Selection of Investments, at the individual fund level. The performance evaluation encompasses weighing peer group percentile ranking of total returns over 5-, 3-, and 1-year time periods. Similarly, the risk and risk-adjusted returns are evaluated using a number of different metrics and are weighted over 5-, 3-, and 1-year time periods. The expense ratio is evaluated based on the peer group relative ranking for a given target date. The category evaluations are considered together to determine a CP Composite Score for each of the TDFs in a TDF series.

In addition to evaluating TDFs, CP reviews each of the underlying funds within each TDF. CP accomplishes this review by comparing each underlying investment against its appropriate asset class peer group under the process outlined earlier for individual asset categories. More specifically, the performance, consistency, and expense ratio are evaluated for each of the underlying funds within each TDF (in a given TDF family and for a given glidepath). The consistency at the fund level is determined based on the style and size consistency for equity focused funds and duration and credit quality for fixed income funds. The underlying funds are also subject to a fund due diligence process, a qualitative assessment of the fund with respect to fund manager, investment strategy, organization, turnover and leverage, assets under management, long-term performance track record, and use of derivatives.

After evaluating each TDF individually, CP evaluates these findings to select an appropriate TDF series. CP has determined that selecting a single fund family (TDF series) is more appropriate than individually selecting TDFs across different fund families because of significant differences in risk profile among TDFs in a given glidepath.

CP utilizes the above delineated investment selection process where possible but may be further subject to Plan specific requirements. In addition, CP's Investment Alternatives selection process will be limited based on any Plan specific constraints.

Investment Monitoring for Target Date Series

CP will engage in a disciplined process for monitoring TDFs following the initial approval of a TDF series for the Approved List. The criterion outlined in the selection process is used to monitor each TDF and each of the underlying funds in order to construct the CP Composite Score. The CP Composite Score assigns each TDF a designation of "Outperform", "Watch" or "Underperform." For a TDF series to remain in the list of Investment Alternatives, the majority of TDFs in the series must maintain an "Outperform" or "Watch" rating as well as the majority of the funds underlying investments. If a majority of the TDFs in a TDF series and/or the majority of their underlying investments fall into the "Watch" designation for one full calendar year, then CP will remove the entire TDF series from the Approved List. If the majority of TDFs fall into the "Underperform" category for one quarter the TDF series will be removed. All TDFs in the series and the respective underlying funds in TDFs are also monitored for special circumstances that might prompt an immediate change.

Replacement of Investment Alternatives

The final component of the investment process is the replacement of the Plan's TDF Investment Alternatives following the monitoring process. When a TDF series is terminated then it is immediately replaced by the new selected TDF series using the investment selection process outlined previously. The investment actions such as termination and/or replacement of the Plan's TDF Alternatives will be reported in the Quarterly Fiduciary Report under the section entitled "Quarterly Investment Actions."

March 29, 2024

Form ADV Part 2A Disclosure Brochure



5454 W. 110th Street
Overland Park, KS 66211

866-909-5148
CreativePlanning.com

The SEC requires us to provide clients with a summary of any material changes to our Form ADV Part 2A (the firm "Brochure"). A summary of the material changes made to our Form ADV Part 2A since our last annual filing can be found on the following page. For a full copy of our Brochure, visit www.creativeplanning.com/cp-adv, or for a hard copy, email cpi@creativeplanning.com or call 913-338-2727.

Additionally, an updated copy of our Customer Relationship Summary ("Form CRS") is included and can be found at www.creativeplanning.com/cp-form-crs.

This brochure provides information about the qualifications and investment advisory business practices of Creative Planning, LLC. If you have any questions about the contents of this brochure, please contact us at (913) 338-2727 or cpi@creativeplanning.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority.

Additional information about Creative Planning, LLC is also available on the SEC's website at <https://adviserinfo.sec.gov/>. You can view our information on this website by searching for "Creative Planning" or by using the Firm's CRD number, which is 105348.

References to Creative Planning, LLC as a "registered investment advisor" or any reference to being "registered" does not imply a certain level of skill or training.

Material Changes

This item only intends to discuss material changes to our Disclosure Brochure since our 2023 Annual Amendment filing dated March 31, 2023. We made material changes to our Disclosure Brochure since the last Annual Filing.

Item 5 – Fees and Compensation

- Client accounts under management that are held away from the custodians the firm customarily uses are billed on a prorated basis to account for any loss of connectivity with the aggregator software (technology used to allow management of client accounts that are not accessible via preferred custodians).

Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss

- Creative Planning’s Investment Philosophy and Strategies section was updated to include direct indexing stock strategies available through outside sub-advisors and private market investments.

Item 10 – Other Financial Industry Activities and Affiliations

- The Firm is the investment manager to CAIS Private Equity Core II LP, which is anticipated to close this year at which time it would not accept new subscribers. The Firm does not receive any additional compensation for investment management services to the fund.
- The Firm entered a business relationship with BerganKDV, Ltd., and BerganKDV, LLC, an independent and separately governed and licensed CPA firm.
- The Firm is under common control with United Capital Risk Management, LLC, an insurance agency, and United Capital Financial Advisors, LLC, a separately managed SEC-registered investment advisor. Unless otherwise disclosed, the activities of United Capital Risk Management and United Capital Financial Advisors are separate from those of Creative Planning, LLC.

Item 12 – Brokerage Practices

- Creative Planning participates in the Fidelity Wealth Advisor Solutions® Program (the “WAS Program”), through which we receive referrals from Fidelity Personal and Workplace Advisors LLC (FPWA), a registered investment adviser and Fidelity Investments company. Creative Planning is independent and not affiliated with FPWA or any Fidelity Investments company. FPWA does not supervise or control Creative Planning, and FPWA has no responsibility or oversight for our provision of investment management or other advisory services.

We will ensure that you receive a summary of material changes to this and subsequent disclosure brochures within 120 days after our fiscal year ends. Our fiscal year ends on December 31, so you will receive the summary of material changes, if any, no later than April 30 each year. We will also offer a copy of the most current Disclosure Brochure at that time. We may also provide other ongoing disclosure information about material changes as necessary.



Customer Relationship Summary

March 29, 2024

Creative Planning, LLC is registered with the Securities and Exchange Commission (SEC) as an investment adviser. Brokerage and investment advisory services and fees differ and it is important for you to understand these differences.

There are free and user-friendly tools available to research firms and financial professionals at investor.gov/CRS, which also provides educational materials about broker-dealers, investment advisers, and investing.

What investment services and advice can you provide me?

We offer investment advisory services to retail clients. We typically utilize bonds, equities, ETFs, mutual funds, and alternative investments to build diversified portfolios for each client. We offer portfolio management, retirement planning, financial planning, and sub-advisory services. We monitor client portfolios on an ongoing basis and make adjustments consistent with their investment objectives and goals. We do not make adjustments based on market timing or hunches but will periodically rebalance or tax loss harvest when necessary.

For discretionary accounts, the client gives us the authority to make trades when we feel it is appropriate, without consulting the client in advance. For non-discretionary accounts, the client must give us specific approval before we make any trades. Non-discretionary accounts limit our ability to proactively manage the account, especially in times of market

volatility. The client agreement will specify the type of account the client has with us. We generally require a minimum account size of \$100,000.

For additional information, please see Items 4, 7, 8, and 13 of our Disclosure Brochure ([Form ADV Part 2A](#)).

**Conversation Starter:
Ask Your Financial Professional**

- ◆ *Given my financial situation, should I choose an investment advisory service? Why or why not?*
- ◆ *How will you choose investments to recommend to me?*
- ◆ *What is your relevant experience, including your licenses, education and other qualifications?*
- ◆ *What do those qualifications mean?*

What fees will I pay?

Our fees are based on a percentage of client assets that we manage and do not vary based on investment type. We typically deduct fees from clients' investment accounts each quarter in arrears. The more assets you have in the account, including cash and margin, the more you will pay us, therefore we have an incentive to encourage you to increase the assets in your account in order to increase our fees. We charge our fee even if we do not buy or sell assets in your account, or if your account is profitable or not.

You will have additional fees or costs in addition to our management fee for certain investments listed below.

- ◆ Some investments, such as mutual funds and exchange-traded funds, impose additional fees that will reduce the value of your investment over time.
- ◆ Assets managed by a sub-advisor are subject to the sub-advisor's management fee as well as our fee.
- ◆ For certain investments, you will pay a transaction fee. You will also pay fees to an unaffiliated custodian (such as TD Ameritrade, Charles Schwab, or Fidelity) that will hold your assets (called "custody"). We do not receive any portion of these fees.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investment over time. Please make sure you understand what fees and costs you are paying. For additional information, please see Item 5 of our [Form ADV Part 2A](#).

Conversation Starter: Ask Your Financial Professional

- ◆ *Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

What are your legal obligations to me when acting as my investment advisor? How else does your firm make money and what conflicts of interest do you have?

When we act as your investment adviser, we are required to act in your best interest and not put our interests ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means:

- ◆ Retirement Plan Rollovers to an IRA - our advisory fees may be higher than your retirement plan fee
- ◆ Referrals to or from our related entities: comparable services may be available elsewhere for less cost
- ◆ Margin – margin increases the account size subject to our advisory fee
- ◆ Benefits received from our custodians

Conversation Starter: Ask Your Financial Professional

- ◆ *How might your conflicts of interest affect me, and how will you address them?*

For additional information about our conflicts of interest, please see Items 10, 12, & 14 of our [Form ADV Part 2A](#).

How do your financial professionals make money?

Our financial professionals are paid a salary however our employees are eligible for awards based on the firm's performance. We have implemented a partnership program which qualifying employees are granted and/or may purchase partnership units based on length of service to the firm and performance. Employees also receive compensation for certain client referrals. A conflict of interest exists where an employee could be motivated to increase assets at the firm regardless of the client's best interest, however, we are required to always act as a fiduciary when working with our clients. For additional information, please see Item 14 of our [Form ADV Part 2A](#).

Do your financial professionals have legal or disciplinary history?

Yes. Visit Investor.gov/CRS for a free and simple search tool to research our firm and our financial professionals.

For additional information, please see Item 9 of our [Form ADV Part 2A](#).

**Conversation Starter:
Ask Your Financial Professional**

- ◆ *As a financial professional, do you have any disciplinary history? For what type of conduct?*

For additional information about our services, see our Disclosure Brochure (Form ADV Part 2A) and Customer Relationship Summary (Form CRS) brochures at <https://adviserinfo.sec.gov>, our website at creativeplanning.com, and the Brochure Supplement (Form ADV Part 2B) your financial professional provides. You can request up-to-date information and or a written copy of the Form CRS at cpi@creativeplanning.com or 866-273-2848.

**Conversation Starter:
Ask Your Financial Professional**

- ◆ *Who is my primary contact person?*
- ◆ *Is he or she a representative of an investment-adviser or a broker-dealer?*
- ◆ *Who can I talk to if I have concerns about how this person is treating me?*

CUSTOMER PRIVACY POLICY NOTICE

Last updated April 5, 2024

In November of 1999, Congress enacted the Gramm-Leach-Bliley Act (GLBA). The GLBA requires certain financial institutions, such as investment advisor firms, to protect the privacy of customer information. Federal law gives clients the right to limit some but not all sharing of your personal information. In situations where a financial institution does disclose customer information to nonaffiliated third parties, other than permitted or required by law, clients must be given the opportunity to opt out or prevent such disclosure. Creative Planning, LLC and its Affiliates (collectively, "Creative Planning," "we," "our," or "us") does not share or disclose customer information to nonaffiliated third parties except as permitted or required by law.

Commitment to Your Private Information. Creative Planning is committed to safeguarding the confidential information of its clients. We hold all personal information provided by clients in the strictest confidence and it is the objective of the firm to protect the privacy of all clients. Except as permitted or required by law, we do not share confidential information about clients with nonaffiliated parties. In the event that there were to be a change in this policy, the firm will provide clients with written notice and clients will be provided an opportunity to direct us as to whether such disclosure is permissible.

Why We Collect and How We Use Information. To conduct regular business, Creative Planning collects personal information from sources such as:

- Information reported by the client on applications or other forms the client provides to us
- Information about the client's transactions implemented by the firm or others
- Information developed as part of financial plans, analyses or investment advisory services

To administer, manage, service, and provide related services for client accounts, it is necessary for us to provide access to customer information within the firm and to nonaffiliated companies with whom the firm has entered into agreements. To provide the utmost service, we disclose the information below regarding clients and former clients, as necessary, to companies to perform certain services on our behalf.

- Information we receive from the client on applications (name, social security number, address, assets, etc.)
- Information about the client's transactions with the firm or others (account information, payment history, parties to transactions, etc.)
- Information concerning investment advisory account transactions
- Information about a client's financial products and services transactions with us

Sharing Information with Other Companies Permitted Under Law. Since we share nonpublic information solely to service client accounts, the firm does not disclose any nonpublic personal information about the firm's clients or former clients to anyone, except as permitted by law. However, the firm may also provide customer information outside of the firm as required by law, such as to government entities, consumer reporting agencies or other third parties in response to subpoenas. Additionally, we do not jointly market with affiliated or nonaffiliated companies.

In the event that we have a change to our customer privacy policy that would allow us to disclose nonpublic information not covered under applicable law, we will allow clients the opportunity to opt out of such disclosure.

Entities with whom we may share nonpublic information include affiliated companies, such as our tax, legal, and insurance affiliates and non-affiliated companies, e.g. custodian. Information is shared so that your account can be opened at the custodian and to enhance our service offering to you by consulting with our tax, legal, and insurance affiliates, as necessary, to provide you with accurate and timely advice on your financial situation. We may also share your non-public information with parties acting at your request and on your account.

How We Protect Your Information

Creative Planning and its affiliates maintain a comprehensive information security program designed to ensure the security and confidentiality of customer information, protect against threats or hazards to the security of such information and prevent unauthorized access. This program includes:

- Procedures and specifications for administrative, technical and physical safeguards.
- Security procedures related to the processing, storage, retention and disposal of confidential information.
- Programs to detect, prevent and, when necessary, respond to attacks, intrusions or unauthorized access to confidential information.
- Restricting access of customer information to employees who need to know that information to provide products and services to you and appointing specific employees to oversee our information security program.

Children. Our website is not directed to children under the age of 18 years. By using our website, you represent and warrant that you are at least 18 years old.

We respect the privacy of children and do not knowingly collect or retain personally identifiable information or nonpublic information from children under the age of 18 through our website. However, we may process nonpublic information, on a child's behalf, with permission from the parent or guardian.

To the extent we have unintentionally collected any nonpublic information on our website from a person under the age of 18 years old, you may request and obtain removal of this nonpublic information. To make such a request, please send an email with a detailed description of the specific content or information to cpi@creativeplanning.com.

Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and that there may be circumstances in which the law does not require or allow removal even if requested.

Former Clients. Even if we cease to provide you with financial products or services, our Privacy Policy will continue to apply to you and we will continue to treat your nonpublic information with strict confidentiality.

Residents of the European Union (EU). Residents of the EU can find Creative Planning's General Data Protection Regulation (GDPR) Privacy Policy Notice by clicking on the GDPR Privacy Policy link on our website at creativeplanning.com.

Residents of California. Under the California Consumer Privacy Act of 2018 (the "CCPA") as amended, California residents have certain rights around our collection, use and sharing of their personal information. Residents of California can find our CCPA Privacy Policy Notice by clicking on the CCPA Privacy Policy link on our website at creativeplanning.com.

Residents of States other than California. Some states have passed their own laws regarding data privacy, which have certain rights around Creative Planning's collection, use, and sharing of their personal information. If you wish to submit an information request, please navigate to creativeplanning.truyo.com (Creative Planning's Data Privacy Portal) and complete a request.

Cookie Policy. You can find our policy on how Creative Planning collects and uses cookies by clicking on the Cookie Policy link on our website at creativeplanning.com.

Changes to this Policy. We will provide each client with initial notice of the current Privacy Policy when the client relationship is established. Additionally, we may occasionally amend this Privacy Policy at any time. If we decide to use personal information in a manner that is materially different from that stated at the time it was collected, we will notify you of such changes prior to implementing them by posting a revised Privacy Policy with a new "Last Updated" date. We will also provide each client with the current Privacy Policies at least annually.

We encourage you to check our website frequently to see when this Privacy Policy was last revised and to be informed of how we are committed to protecting your information.

Any Questions regarding this Disclosure Brochure or US Privacy Policy Notice may be directed to Lee Richardson, Chief Compliance Officer at cpi@creativeplanning.com or 866-909-5148. Note that information requests must be made via Creative planning's Data Privacy Portal at creativeplanning.truyo.com.

Creative Planning | Non-Discretionary, Co-Fiduciary Services

How does it work?

When Creative Planning (CP) is engaged as the Non-Discretionary, Co-Fiduciary, Creative Planning provides the plan with a recommended fund lineup;

- This Co-fiduciary solution includes an "Auto-execution" feature. Under the Auto-execution provision, when CP makes a lineup or individual fund recommendation, you will have 60 days to decide whether to accept or reject this recommendation.
- If you do accept the recommendation or do not respond to the fund recommendation that was sent to you before the 60-day time frame has lapsed, Nationwide will queue the plan for the recommended fund change. The change date will be timed with the next scheduled fund change release.
- Prior to the mapping date, Nationwide will create and disseminate a fund change notice for all plan participants. T
- If you do not accept this fund(s) recommendation, you must notify Nationwide directly, using an opt-out form that Nationwide can provide to you.. Nationwide will use the opt-out form to document this decision and not make the scheduled change to your plan.
- It is important to note that in the event that you opt out of any fund(s) change, the affected fund will now be offered in your plan outside the discretion of CP.
- CP will provide the plan with a "variance report" at each quarter end, if applicable, This report will notify you that the plan has fund(s) in the plan that are not covered under CP's co-fiduciary coverage. You may elect to keep a fund(s) that CP does not cover at your own discretion. If that was not your intention and you wish to rectify that, you must contact Nationwide to schedule a fund replacement.

Does Creative Planning's Non-Discretionary service allow plan sponsor flexibility?

Yes, when Creative Planning removes a fund from the recommended fund lineup, the lineup for that plan will be updated with a new recommendation for that asset class. In the event of a fund change, the plan will follow the process detailed above.

What does this mean?

- Non-discretionary services is a co-fiduciary solution that is appropriate when the plan sponsor wishes to retain some discretion over the investments offered in their plan. The plan sponsor should be aware that they remain an investment fiduciary to the plan and remain liable in that capacity.
- Non-discretionary services allows the opportunity for the plan sponsor to be involved in the selection of the funds to be offered in the plan.

Deliverables:

Creative Planning provides the plan with a set of differentiated deliverables:

- **Investment Policy Statement (IPS)** – Creative Planning will provide an IPS template. This template details the quantitative and qualitative processes that Creative Planning uses in the selection, monitoring and replacement of all plan recommended funds. The plan sponsor is not required to use this template. It is made available in the event that the plan sponsor wishes to adopt this IPS or use it in conjunction with a current IPS.
- **Quarterly Fiduciary Report (QFR)** – Creative Planning will provide quarterly report including a comprehensive review of the plan recommended funds and will detail any necessary actions for that quarter.
- **Variance Report** – Each quarter, if plan holdings include a fund that is not on the Creative Planning recommended funds list, Creative Planning will deliver a Variance Report to that plan sponsor. This report will list the funds that are not recommended by Creative Planning and will indicate that the funds are offered at the plan sponsor's discretion and liability.

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

Date: 12/12/2024 Weekly Agenda Date: 12/17/2024

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Nelson

WORDING FOR AGENDA ITEM:

Approval to move the 12/31/2024 Meeting time from 4:30 PM to 9:30 AM

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The last board meeting of the year falls on 12/31/2024 which is New Year's Eve. The board should consider moving the meeting time sooner to allow staff to not work after hours.

BACKGROUND:

FINANCIAL IMPACT:

None

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:

Recommmend we move the meeting to 930 AM and have the swearing in ceremony for new elected officials at 9AM just prior. Judge Tott is available

ACTION REQUIRED / PROPOSED MOTION:

Pass Motion

RESOLUTION #13,808

NOTICE OF PROPERTY SALE

Parcels #894704127021

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

Lot Sixty (60) Buckwalter Manor Second Addition to Sioux City, Woodbury County, Iowa (5201 Hamilton Blvd.)

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 **17th Day of December, 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 **17th Day of December, 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 \$234.00** plus recording fees.

Dated this 3rd Day of December, 2024.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS


Patrick F. Gill *Michelle K. Staff*
Woodbury County Auditor
and Recorder *Deputy*


Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: Paul Ribbey Date: 11/23/20
Address: 4035 Monroe St. Phone: 389-6990

Address or approximate address/location of property interested in:

5201 Hamilton Blvd

GIS PIN # 894704127021

*This portion to be completed by Board Administration *

Legal Description:

Lot 60 Buchwalter Manor 2nd

Tax Sale #/Date: #1090 6/15/2009 Parcel # 84227

Tax Deeded to Woodbury County on: 9/16/24

Current Assessed Value: Land \$10,100 Building 0 Total \$10,100

Approximate Delinquent Real Estate Taxes: \$8,309-

Approximate Delinquent Special Assessment Taxes: \$28,051

*Cost of Services: \$134-

Inspection to: Matthew Wray Date: 11/23/20

Minimum Bid Set by Supervisor: \$100 plus cost of services of \$134 Total: \$234

Date and Time Set for Auction: Tuesday December 17th @ 4:35

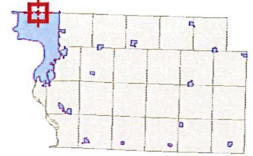
* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Beacon™ Woodbury County, IA / Sioux City



Overview



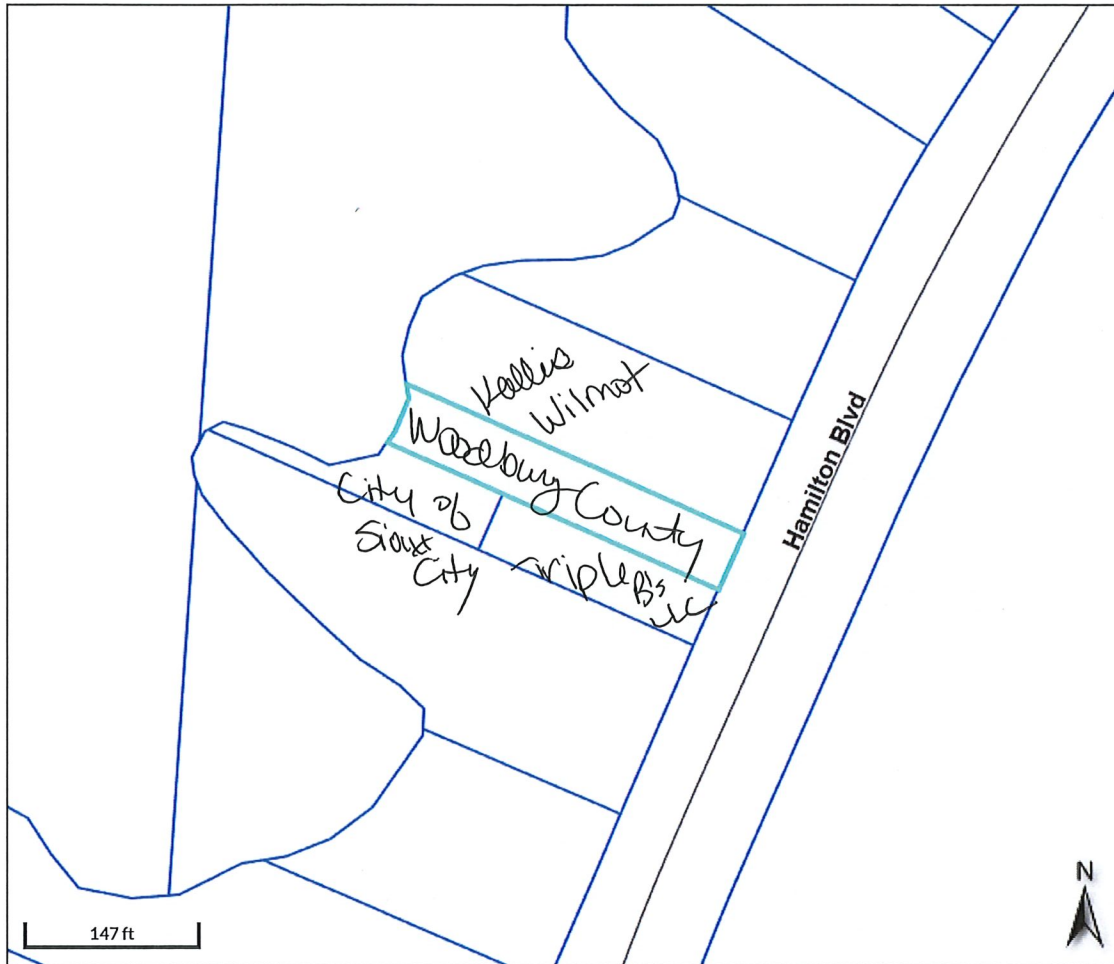
Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

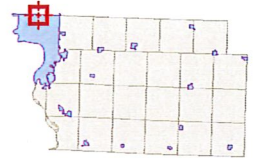
Parcel ID	894704127021	Alternate ID	84227	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	5201 HAMILTON BLVD	Acreage	n/a		SIOUX CITY, 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	BUCKWALTER MANOR 2ND LOT 60				
	(Note: Not to be used on legal documents)				

Date created: 11/25/2024
 Last Data Uploaded: 11/22/2024 11:53:08 PM

Developed by SCHNEIDER
 GEOSPATIAL



Overview



Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

Parcel ID	894704127021	Alternate ID	84227	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	5201 HAMILTON BLVD	Acreege	n/a		SIOUX CITY, 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	BUCKWALTER MANOR 2ND LOT 60				
	(Note: Not to be used on legal documents)				

Date created: 11/25/2024
 Last Data Uploaded: 11/22/2024 11:53:08 PM

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

Date: 12/12/2024 Weekly Agenda Date: 12/17/2024

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Keith Radig

WORDING FOR AGENDA ITEM:
LETTER OF SUPPORT FOR SRTS RAISE GRANT

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:
SRTS is applying for a RAISE grant with the US DOT to open a satellite office and expand the new storage at the current transit facility

BACKGROUND:
SRTS built a new transit facility with a \$7 million grant, but due to COVID and inflation had to reduce the size of the bus storage at the transit facility. There is also a need to have more offsite bus storage in some of the other markets we serve. Plymouth County represents 30% of the ridership of SRTS, and it makes sense to protect the large investment into busses and store them inside.

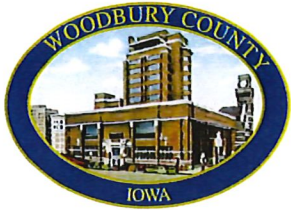
FINANCIAL IMPACT:
None

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 letter of support

ACTION REQUIRED / PROPOSED MOTION:
Motion to approve a letter of Support for the SRTS RAISE grant application.



Woodbury County Board of Supervisors

Courthouse • Room 104
620 Douglas Street • Sioux City, Iowa 51101
Telephone (712) 279-6525 • Fax (712) 279-6577

MEMBERS

DANIEL A. BITTINGER II
SIOUX CITY

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FINANCE / BUDGET DIRECTOR
DENNIS BUTLER

ADMINISTRATIVE ASSISTANT
KAREN JAMES

EXECUTIVE SECRETARY / PUBLIC BIDDER
HEATHER SATTERWHITE

December 17, 2024

The Honorable Pete Buttigieg
Secretary, United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant for
Siouxland Regional Transit System

Dear Secretary Buttigieg:

The Woodbury County Board of Supervisors would like to share our support for the
Siouxland Regional Transit Services' (SRTS) application to the U.S. Department of
Transportation for a 2025 RAISE Grant.

SRTS provides public transportation for people of all ages, including those who may
require specialized transportation. SRTS offers a demand-response service including
paratransit with direct pick-up and specific-destination delivery on clean, comfortable,
ADA-accessible buses. SRTS serves five counties in Iowa, one in South Dakota, and one
in Nebraska. SRTS is unique in that it serves a total of seven counties and covers a tri-
state region.

SRTS will use the grant to build a satellite location in Le Mars, Iowa, the system's next
largest county. Plymouth County accounts for nearly 30 percent of SRTS ridership and
the system will continue to expand there. The location will aid in vehicles being
maintained, stored properly for volatile Midwest weather conditions, and will extend the
useful life of the vehicles in a challenging supply market. This project will also expand the
front office and provide offices and a conference room at the transit facility. SRTS will
also add two electric buses and supporting infrastructure.

Thank you for your consideration. Woodbury County supports the RAISE grant, and intends to work hand in hand with SRTS to see the project through to completion.

Sincerely,

Matthew Ung
Board Chairman, Woodbury County, Iowa

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

Date: 12/11/2024 Weekly Agenda Date: 12/17/2024

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

WORDING FOR AGENDA ITEM:

Receive, consider, and award bid for rental of Briese farm property for 2025, 2026, and 2027

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The county has acquired 77 acres +/- of property with the purchase of the Briese farm. Approximately 41 acres of the property is available for rental for growing crops.

BACKGROUND:

The rental of the farm ground on the Briese property will help the secondary road department recoup some of its investment in the purchase of the farm, which has been primarily purchased for its gravel reserves. Bids will be received by the board for cash rental of the farm ground.

FINANCIAL IMPACT:

The cash rental of the farm ground on the Briese property will help the secondary road department offset the purchase price of the property.

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 the Board receive bids and consider award of the farm rental to the highest bidder for the property.

ACTION REQUIRED / PROPOSED MOTION:

Motion to award the bid for Briese farm rental for 2025, 2026, and 2027 to the high bidder for cash rent of 41 acres and authorize the chair to sign the farm lease on behalf of the county.

41 ACRES FARM CASH LEASE

Available for 2025, 2026 and 2027 crop years, approximately 41 acres of tillable land for cash lease. Woodbury County farm located in Sections 1, Township 88 N, Range 43 W, Kedron Township, Southeast of Iowa Highway 31. **ONLY SEALED BIDS** will be received. Bids **SHALL** be turned in to the Board of Supervisors Office, County Courthouse Room 104, 620 Douglas Street, Sioux City, IA by 4:30 p.m., December 17, 2024. Bids will be opened at the Board of Supervisors' regular meeting on December 18, 2024 at 4:30 p.m. Lease will terminate on December 1, 2027. Further terms announced day of bid opening. Additional information, call Mark J. Nahra, Woodbury County Engineer, 712-873-3215.

Bid for farm lease: \$ _____ per acre

Total Lease: \$ _____

Name: _____

Address: _____

City, State, Zip: _____

Signature: _____

Land is available to the tenant upon signature on lease agreement, subject to final approval by the board of supervisors. Final date for possession is to be determined.

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

Date: 12/12/2024 Weekly Agenda Date: 12/17/2024

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

WORDING FOR AGENDA ITEM:

Consider approval of final voucher for project ER-C097(145)--58-97

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Final voucher requires signature by the board of supervisors chairperson.

BACKGROUND:

This project was let on June 15, 2021. The project includes stream bank mitigation on D12 over West Fork Little Sioux. Iowa DOT specifications require all construction items used have certification supplied to the county before final payment is made, the final material certifications have been received from L.A. Carlson Contracting.

FINANCIAL IMPACT:

This project is funded By 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:

Recommend that the board approve the final voucher for project ER-C097(145)--58-97 with L.A. Carlson Contracting

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board approve the final voucher for project ER-C097(145)--58-97 with L.A. Carlson Contracting.

Contract 037821

Voucher No. 3



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

FINAL

ER-C097(145)--58-97
 Landscaping
 WOODBURY COUNTY ENGINEER

DATE LAST VOUCHER 07-12-23
 THIS VOUCHER MO. DAY YR.

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	ITEM DESCRIPTION	RET. %	MEASURE	FCT.	RURAL PARTICIPATING		RURAL NON-PARTICIPATING		URBAN PARTICIPATING		URBAN NON-PARTICIPATING	
							Comp'l. Last Voucher	TOTAL TO DATE	Comp'l. Last Voucher	TOTAL TO DATE	Comp'l. Last Voucher	TOTAL TO DATE	Comp'l. Last Voucher	TOTAL TO DATE
0010	2100.000	2100.000	EMBANKMENT-IN-PLACE		Cubic Yd	410	2100	000		000		000		000
0020	86.000	86.000	EXCAVATION, CL 10, CHANNEL		Cubic Yd	410	86000			000		000		000
0030	1060.000	1060.000	REVTMENT, CLASS E		Ton	410	1066210			000		000		000
0040	46.250	46.250	TRAFFIC CONTROL		Lump Sum	401	46250			000		000		000
0050	5.000	5.000	FLAGGER		Each	401	10500			000		000		000
0060	3000.000	3000.000	MOBILIZATION		Lump Sum	401	3000000			000		000		000
8999	1.000	1.000	STOCKPILED MATERIALS		Lump Sum	401	000			000		000		000

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. DATE 2/14/2024 PROJECT ENGINEER CERTIFICATION Mark J. Palmer

2. DATE _____ CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL _____
 IDOT is not involved in this Farm to Market project.

3. DATE _____ DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL _____
 Project records reviewed. Project records not reviewed. Recommend payment based on the project engineers certification.
 Project approved for payment.

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, ERIC CARLSON the PRESIDENT (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE 2-13-24 SIGNED CLAIMANT (CONTRACTOR) [Signature]

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

Date: 12/12/2024 Weekly Agenda Date: 12/17/2024

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

WORDING FOR AGENDA ITEM:

Consider approval of plans for project number BRS-C097(151)--60-97

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Plans have been completed for a bridge replacement on D 12 0.8 miles east of Eastland Ave.

BACKGROUND:

A new 90' x 33' - 2 pretensioned prestressed concrete beam bridge will replace the existing bridge. Construction is anticipated in the 2025 construction season.

FINANCIAL IMPACT:

The projects are paid for with 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 BRS-C097(151)--60-97.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the plans for project number BRS-C097(151)--60-97.

BRIDGE REPLACEMENT - PFCB
 PROJ NO. BRS-C097(151)--60-97
 LETTING DATE 3-18-2025

LEGEND

	INTERSTATE HIGHWAY
	PRIMARY HIGHWAY-DIVIDED
	PORTLAND CEMENT CONCRETE ROAD
	ASPHALT ROAD
	GRAVEL ROAD
	EARTHEN ROAD
	STATE HIGHWAY
	UNITED STATES HIGHWAY
	COUNTY HIGHWAY
	RAILROAD
	PIPELINE
	AIRPORT
	BRIDGE
	STATE BOUNDARY
	COUNTY BOUNDARY
	CORPORATE BOUNDARY
	TOWNSHIP LINE
	SECTION LINE
	ROAD NAMES
	UNINCORPORATED PLACE
	ABBAY ROAD
	ELWOOD

PLANS OF PROPOSED IMPROVEMENTS ON THE
FARM TO MARKET SYSTEM
 WOODBURY COUNTY
 BRIDGE REPLACEMENT - PFCB
 BRS-C097(151)--60-97
 ON COUNTY ROUTE D12/110ST ST. OVER MUDDY CREEK, IN S8-T89N-R45W

REFER TO THE PROPOSAL FOR LIST OF APPLICABLE SPECIFICATIONS.
 SECTION 404 PERMIT AND CONDITIONS
 10-18-16
 CONSTRUCT THIS PROJECT ACCORDING TO THE REQUIREMENTS OF THE U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT NO. 14...
 A COPY OF THIS PERMIT IS AVAILABLE FROM THE IOWA DOT WEBSITE (<http://www.enrpermits.iowa.gov/>). THE U.S. ARMY CORPS OF ENGINEERS RESERVES THE RIGHT TO VISIT THE SITE WITHOUT PRIOR NOTICE.



PROJECT LOCATION
 FHWA NO. 355116
 STA. 9+60.00 TO
 STA. 15+05.39

ENGLISH STANDARD BRIDGE PLANS

STANDARD	ISSUED	REVISED
H305S-01-12	04-12	05-13
H305S-01A-12	04-12	05-13
H305S-02-12	04-12	06-12
H305S-10-12	04-12	05-13
H305S-12-12	04-12	05-13
H305S-13-12	04-12	05-13
H305S-14-12	04-12	11-15
H305S-27-12	04-12	
H305S-28-12	04-12	
H305S-30-12	04-12	
H305S-34-12	04-12	
H305S-35-12	04-12	
H305S-39-12	04-12	
H305S-40-12	04-12	09-14
H305S-42-12	04-12	
H305S-44-12	04-12	09-14

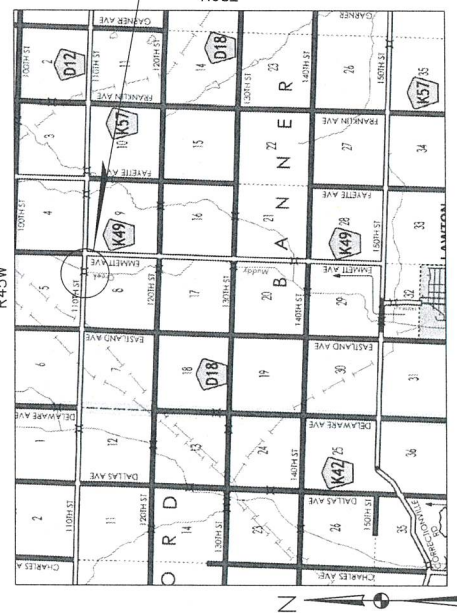
PROJECT NUMBER	23
BRS-C097(151)--60-97	
FHWA STRUCTURE NUMBER	355116

INDEX OF SHEETS

NO.	TITLE SHEET	DESCRIPTION
1	QUANTITIES	
2	ESTIMATE REFERENCE INFORMATION	
3	GENERAL NOTES	
4	SITUATION PLAN	
5	PLAN AND PROFILE	
6	RIGHT OF WAY LAYOUT	
7	TOP OF SLAB ELEVATIONS	
8	TYPICALS AND TABULATIONS	
9	TYPICALS AND TABULATIONS	
10	TYPICALS AND TABULATIONS	
11-12	BORING LOGS	
13	ROADWAY CROSS SECTIONS	
14-23		

REVISIONS

APPROVAL
 MARK NAHRA, P.E.
 (WOODBURY COUNTY ENGINEER)
 DATE



BOARD OF SUPERVISORS

MATTHEW UNG	CHAIRPERSON
DANIEL BITTINGER II	VICE CHAIRPERSON
JEREMY TAYLOR	
MARK NELSON	
KEITH RADIG	

STANDARD ROAD PLANS

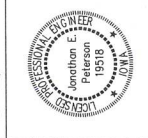
STANDARD ROAD PLANS ARE LISTED ON SHEET NUMBER	10
--	----

DESIGN DATA RURAL

2019 AADT	6.30	V.P.D.
2051 AADT	XXX	V.P.D.
20 TRUCKS		V.P.H.
Total Design ESALS		%

INDEX OF SEALS

SHEET NO.	NAME	TYPE
1	JONATHAN E. PETERSON	HYDRAULIC DESIGN
1	JONATHAN E. PETERSON	STRUCTURAL DESIGN
1	JONATHAN E. PETERSON	CIVIL DESIGN



ALL WORKING DRAWINGS THAT REQUIRE REVIEW BY THE CONTRACTING AUTHORITY SHALL BE SUBMITTED THROUGH THE PRIME CONTRACTOR AND SHALL BE REVIEWED BY HGM ASSOCIATES, INC.
 THE PRIME CONTRACTOR SHALL CONTACT THE INDIVIDUAL LISTED BELOW TO OBTAIN THE WORKING DRAWING SUBMITTAL PROCEDURE.
 ADDRESS: JONATHAN E. PETERSON
 HGM ASSOCIATES INC.
 450 REGENCY PARKWAY, SUITE 120
 OMAHA, NEBRASKA, 68114
 PHONE: 402-913-3341
 EMAIL: jpeterson@hgmonline.com
 CIVIL, STRUCTURAL AND HYDRAULIC DESIGN
 I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.
 Signature: *Jonathan E. Peterson* Date: 12-12-2024
 Printed or Typed Name: JONATHAN E. PETERSON
 My license renewal date is December 31, 2024.
 Pages or sheets covered by this seal: ALL

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

Date: 12/12/24

Weekly Agenda Date: 12/17/24

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dan Heissel

WORDING FOR AGENDA ITEM:

Browns Lake Restroom/Shower Boiler Replacement - Emergency Repair

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The boiler runs the in floor heat for the whole building and is zoned. I have been fixing and patching this system for the past three years to get by while I have applied for CIP funding to replace the boiler the past two years. It was brought to my attention that this request never made it past step one with the process that is put in place to review and move projects on for funding. The cost of glycol we were losing last summer caused the company to just fill the system with water and we started testing by zones and finally this past week were able to determine the boiler has the leak. Internal heat exchangers are leaking and the boiler needs to be replaced before it fails and we have frozen and broken lines throughout the whole building.

BACKGROUND:

This boiler is out of warranty and lived past its expectancy and as I stated above I have been patching and fixing what I could for the past three years as I have been requesting CIP funding to replace the boiler. Now I have no choice but to replace or have the whole system freeze and lose our in floor heating system.

FINANCIAL IMPACT:

The cost to replace the boiler has been quoted at \$12,849 dollars plus any extra glycol that will be needed to be added to get it to the right percentage which I believe is 32% so it doesn't freeze. I do not have funds budgeted or in my budget to repair this.

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:

After talking with the Budget Director Michelle Skaff she recommended since this is an emergency repair that needs to be done as soon as possible that I request to be on the agenda and ask for this to be funded with Gaming funds as she knows there are funds available at this time that could cover this cost.

ACTION REQUIRED / PROPOSED MOTION:

To approve funds in the amount of \$12,849 from the Gaming Fund to cover the cost of replacing the boiler at the Browns Lake Shower/Restroom/Tornado shelter.

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

Date: 12-11-2024

Weekly Agenda Date: 12-17-24

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Deputy Auditor Skaff

WORDING FOR AGENDA ITEM:

Discuss and approve reallocation of ARPA appropriations

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

According to American Rescue Plan Act ("ARPA") rules, all funds must be obligated by Dec. 31, 2024, and must be spent in obligated projects by Dec. 31, 2026. It is recommended to reallocated ARPA admin allocations to a current need in the Sheriff's Office.

BACKGROUND:

Currently, there are funds remaining in the amount of \$19,300.00 in ARPA10 administration. The funds have been allocated for the Baker Group and UHY for administering ARPA. History shows that Calendar Year 2024 has had \$3,600.00 in expenses with only \$400.00 expensed in the last quarter.

The Sheriff is in need of 5 tasers at a cost of \$18,466.80. It is recommended to reallocate this amount from ARPA10 to ensure that Woodbury County is expending the funds for current county needs.

Additionally, ARPA15 is complete and has \$19.36 remaining due to a payroll correction. These funds can be reallocated. ARPA 9 and ARPA 16 show a very small amount that was over expended. To reconcile those with the grant reporting, .04 should be reallocated to ARPA 09 and .50 should be reallocated to ARPA 16.

Summary:

- Move \$19.36 from ARPA15 - Attorney Wages (due to a past payroll correction)
- Move \$18,447.98 from ARPA10- ARPA Admin Fees. remaining allocation in ARPA10 will be \$852.02
- Move .04 to ARPA 09- Auditor and Treas Appointed deputies - to balance small over expense on this line
- Move .50 to ARPA16- \$1500 Retention payment to Co Atty - to balance small over expense on this line
- Create ARPA 27 - \$18,466.80 allocated for 5 tasers for the Sheriff's Office.

FINANCIAL IMPACT:

n/a

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

Yes No

RECOMMENDATION:

Approve to reallocate ARPA funds as indicated in the background.

ACTION REQUIRED / PROPOSED MOTION:

Motion by second by to reallocate \$18,447.98 from ARPA10 and \$19.36 from ARPA15 to create ARPA27 to purchase 5 tasers in the amount of \$18,466.80 and to balance small variance on ARPA 09 (\$.04) and ARPA 16 (\$.50).