



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JANUARY 21, 2025) (WEEK 4 OF 2025)**

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

Kent T. Carper
570-7681

kcarper@woodburycountyiowa.gov

David L. Dietrich
870-9224

ddietrich@woodburycountyiowa.gov

Mark E. Nelson
540-1259

mnelson@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 January 21, 2025 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

3:15 pm Closed Session Interview {Iowa Code Section (21.5 (1) (i))} **Dennis Butler Meeting Room**

3:45 pm Closed Session Interview {Iowa Code Section (21.5 (1) (i))} **Dennis Butler Meeting Room**

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 8 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 January 14, 2025, meeting
3. Approval of claims
4. County Auditor – Michelle Skaff
Receive Auditor’s Quarterly Report

5. County Treasurer – Tina Bertrand
 - a. Approve property tax refund request for parcel #894728165006 in the amount of \$64,084.00
 - b. Approve property tax refund request for parcels #864411400001, #864411400002 and #864411200001 in the amount of \$1468.00

6. Board Administration – Heather VanSickle
 - a. Approval of Notice of Property Sale Resolution for Parcel #894728236005 (aka 1010 Court Street) for Tuesday, February 4th at 4:35 p.m.
 - b. Approval of Notice of Property Sale Resolution for Parcel #894728107013 (aka 1205 Douglas Street) for Tuesday, February 4th at 4:37 p.m.

7. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process

8. Secondary Roads – Laura Sievers
 Approval of utility permit for placement of new fiber optic cable in county right of way for Long Lines

End of Consent Agenda

9. Building Services – Kenny Schmitz
 - a. Approval of LEC Demolition Capital Improvement Project in the amount of \$1,100,000.00 Action
 - b. Approval of Olsson Engineering agreement funding in the amount of \$7,400.00 Action

10. Secondary Roads – Laura Sievers
 Approval of final estimate for project BROS-SWAP-C097(148)—FE-97 with Graves Construction Co. Action

11. Board of Supervisors – Daniel Bittinger
 Approval of resolution establishing a County Compensation Board & appointing two members representing the Board of Supervisors Action

12. Reports on Committee Meetings Information

13. Citizen Concerns Information

14. Board Concerns Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- THU., JAN 23 10:00 a.m.** Siouxland Regional Transit System Board of Directors Meeting, 6401 Gordon Drive
- 11:15 a.m.** Western Iowa Community Improvement Regional Housing Trust Fund, 6401 Gordon Dr.
- MON., JAN. 27 5:00 p.m.** Zoning Commission Meeting, Courthouse Basement Boardroom
- TUE., JAN. 28 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., JAN 29 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., JAN 30 11:00 a.m.** Siouxland Regional Transit Systems Board Meeting, 6401 Gordon Dr.
- MON., FEB 3 6:00 p.m.** Board of Adjustment meeting, Courthouse Basement Boardroom
- WED., FEB 5 7:30 a.m.** SIMPCO Executive/Finance Committee, 6401 Gordon Drive
- 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., FEB 6 12:00 p.m.** SIMPCO Regional Policy & Legislative Affairs Committee, 6401 Gordon Dr.
- WED., FEB 12 8:05 a.m.** Woodbury County Information Communication Commission, Dennis D. Butler Boardroom
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- THU., FEB 13 4:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., FEB 19 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., FEB 20 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., FEB 21 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.

JANUARY 14, 2025, THIRD MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, January 14, 2025, at 4:30 p.m. Board members present were Ung, Carper, Nelson, Dietrich, and Bittinger II. Staff members present were Joshua Widman, Assistant County Attorney, Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, and Michelle Skaff, Auditor/Clerk to the Board.

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

1. Motion by Bittinger second by Nelson to approve the agenda for January 14, 2025. Carried 5-0. Copy filed.

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

2. To approve minutes of the January 7, 2025 meeting. Copy filed.
3. To approve the claims totaling \$427,742.58. Copy filed.
- 4a. To approve the separation of Craig Steig, Maintenance Tech, Building Services Dept., effective 05-01-2025. Retired.; the reclassification of Daven Dekok, Correction Officer, County Sheriff Dept., effective 01-20-25, \$25.57/hour, 4%=\$1.00/hr. Per CWA: Move from 3rd Class to 2nd Class. Anniversary Date: 1/31/25.; the reclassification of Alyse Morris, Secretary III, County Attorney Dept., effective 01-20-2025, \$30.72/hour, 8%=\$2.38/hr. Per AFSCME: Move from Step 4 to Step 5. Anniversary Date: 1/31/25.; the reclassification of Steven Holst, Equipment Operator, Secondary Roads Dept., effective 01-20-2025, \$27.88/hour, 3%=\$.84/hr. Per CWA: End of Probation. Moves to Step 1. Anniversary Date: 1/31/25.; and the separation of Mary Feiler, Civilian Lieutenant, County Sheriff Dept., effective 04-07-2025. Retirement. Copy filed.
- 4b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Maintenance Tech, Building Services Dept. AFSCME Courthouse: \$22.92/hour; for Civilian Lieutenant, County Sheriff Dept. Wage Plan: \$3473.82/bi-weekly; for Jail Sergeant, County Sheriff Dept. CWA: \$36.76/hour; and for Civilian Jailer, County Sheriff Dept. CWA: \$24.57/hour. Copy filed.
- 4c. To approve the deauthorization of Temporary Intern: (-.30 FTE) County Sheriff Dept. Copy filed.
- 4d. To approve the overlap of staff in Secondary Roads. Copy filed.
5. To approve the appointment of Brad Griffin, 314 Coyote Dr., to WIT Director District II, previously held by Bill Anderson, until the next regular election. Copy filed.
6. To approve the 2025 Liaison Assignments. Copy filed.
7. To approve items to be auctioned per Personal Property Disposition Policy. Copy filed.
8. To approve lifting tax suspensions for petitioners who failed to re-certify their income of income does not qualify for continued tax suspension. Copy filed.
9. To receive the Treasurer's semiannual report for the period ending December 31, 2024. Copy filed.

Carried 5-0.

10. Kenny Schmitz, Building Services, provided an update on the LEC and actions moving toward demolition. Copy filed.
- 11a. Motion by Ung second by Nelson to approve to use \$20,000.00 from FY25 CIP for the Auditor's Conference Room and Office remodel and to remove the \$6,000.00 that was allocated out of gaming for the project. Carried 5-0. Copy filed.
- 11b. Discussion and direction on entering CIPs (FY25 borrowing and FY26 asking), improvement requests, and other budgetary preparation concerns. Copy filed.

Motion by Bittinger second by Nelson to receive FY26 CIP list from Auditor Skaff. Carried 5-0. Copy filed.

Motion by Bittinger second by Dietrich to receive FY25 approved CIP projects for borrowing. Carried 5-0. Copy filed.

- 12. Motion by Ung second by Bittinger to approve and authorize the Chairperson to sign a Resolution to transfer control of drainage district. Carried 4-1. Dietrich opposed.

Kevin Nelson, Salix Mayor, addressed the board in support of Salix City in control of the Salix Drainage District.

Leo Jochum (by phone) and Greg Jochum, Rural Salix, addressed the board in support of County or trustee control of the Salix Drainage District.

Brian Yung (by phone), attorney, and Patrick Mouw, Engineer, addressed the board regarding the Salix Drainage District.

RESOLUTION #13,824
RESOLUTION TO TRANSFER CONTROL OF DRAINAGE DISTRICT

WHEREAS, the Woodbury County Board of Supervisors, acting as Drainage District Trustees, have the authority, under Code of Iowa Section 468.322, to transfer control of any drainage district with twenty-five percent or more of its lands lying within the corporate limits of any city, whose drains are constructed wholly or partially of sewer tile and are being used by the city for drainage purposes, and

WHEREAS, 71% of the area of the Salix Drainage District lies within the corporate limits of the City of Salix, IA, and

WHEREAS, under Code of Iowa Section 468.323 – 326, the Board of Supervisors may pass a resolution to transfer control of a drainage district to a City Council and it shall be the duty of that City Council to accept said control,

IT IS THEREFORE RESOLVED that the Woodbury County Board of Supervisors, acting as Trustees of the Salix Drainage District, transfer control of said district to the City of Salix’s City Council, effective 45 days from the date below of passage and approval of this resolution.

Passed and approved this 14th day of January, 2025.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 13. Reports on committee meetings were heard.
- 14. Robin Schiro, Elk Point, addressed the board and Dennis Dufault, Sioux City, expressed concerns about inmates being released from the new LEC.

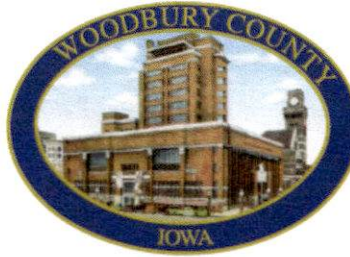
Motion by Bittinger second by Nelson to receive letter from Ms. Schiro. Carried 5-0. Copy filed.

- 15. Board Concerns were heard.

The Board adjourned the regular meeting until January 21, 2025.

Meeting sign in sheet. Copy filed.

**Office Of The
AUDITOR/RECORDER
Woodbury County**
Michelle K. Skaff, Ph.D.
Auditor/Recorder/
Commissioner of Elections



Courthouse – Room 103
620 Douglas
Sioux City, IA 51101
Phone: (712) 279-6702
Fax (712) 279-6629
miskaff@woodburycountyiowa.gov

AUDITOR'S QUARTERLY REPORT


October 1, 2024/ December 31, 2024

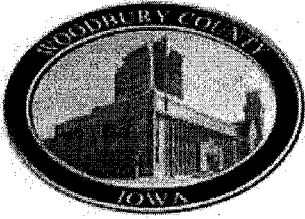
Michelle K. Skaff, Woodbury County Auditor/Recorder

Payroll Taxes

Beginning Cash Balance	October 1, 2024		
Payroll Taxes		352,702.57	
Other		(1,075.84)	
Total Beginning Balance			351,626.73
Receipts:			
Payroll Taxes		3,419,286.83	
Interest		2,367.56	
Other			
Total Receipts			<u>3,421,654.39</u>
Total Resources			3,773,281.12
Disbursements:			
Payroll Taxes		3,406,231.78	
Interest Paid to Treasurer		2,584.83	
Other			
Total Disbursements			3,408,816.61
Ending Cash Balance	December 31, 2024		
Payroll Taxes		365,757.62	
Other		(1,293.11)	
Total Ending Balance			364,464.51

I, Patrick F. Gill, County Auditor/Recorder of Woodbury County, Iowa, hereby certify the above to be a true and correct statement of the Receipts and Disbursements of the office of County Auditor for the 2nd Quarter ending 12/31/24.


Michelle K. Skaff, County Auditor/Recorder



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

January 13, 2025

RE: Refund on 8947 28 165 006 (705 Douglas St)

Dear Board of Supervisors,

There was an error made on the valuation of the above parcel by the City Assessor's office. This error also affected the parcels of 8947 28 165 003, 8947 28 165 007, 8947 28 165 009 and 8947 28 165 001. The Auditor's office ordered a correction to be done in the Treasurer's office on these parcels. After doing the correction of the valuations, it significantly made the taxes lower on the five parcels. I applied what was an overage on the March 2026 installment and still show an overage of \$64,084.00 for the owner. All parcels now have a \$0.00 balance owing on them. Nelson Commercial/Harkay Development has requested a refund of this amount.

Please give the approval to issue the refund of \$64,084.00 to Nelson Commercial.

Thank you for your time,

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

Janet L. Trimpe
Woodbury County Tax Deputy
jtrimpe@woodburycountyiowa.gov
712-224-6024



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

January 10, 2025

RE: Refund on Woodbury County parcels

8644 11 400 001 (\$614.00)

8644 11 400 002 (\$750.00)

8644 11 200 001 (\$104.00)

Dear Board of Supervisors,

There was an error made of taxes being assessed on the above parcels for Woodbury County. These parcels were paid by the Conservation department at the time. The error was discovered and an Auditor correction was issued to make all three of these parcels exempt from being taxed. After the correction was completed, there were overages in the above amounts on the three Woodbury County parcels.

Please approve the total amount of \$1468.00 to be refunded to the Conservation department. If you have any questions or concerns, please contact me by the information below.

Thank you for your time,

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

Janet L. Trimpe
Woodbury County Tax Deputy
jtrimpe@woodburycountyiowa.gov
712-224-6024

RESOLUTION

NOTICE OF PROPERTY SALE

Parcels #894728236005

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

The North Three-Quarters (N $\frac{3}{4}$) of the West Half (W $\frac{1}{2}$) of Lot Four (4), Block 117, Sioux City East Addition to Sioux City in the County of Woodbury and State of Iowa (1010 Court Street)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on The **4th Day of February, 2025 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 **4th Day of February, 2025**, 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 \$336.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 21st Day of January, 2025.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Michelle K. Skaff
Woodbury County Auditor
and Recorder

Daniel A. Bittinger II, Chairman

REQUEST FOR MINIMUM BID

Name: Austin Spahn Date: 2-5-24

Address: 1015 Court St, Sioux City Phone: 712-898-7885

Address or approximate address/location of property interested in:
1010 Court

GIS PIN # 894728236005

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

Legal Description:

Sioux City East Addition N 3/4 W 1/2 Lot 4 Block 117

Tax Sale #/Date: 946 / 2012 Parcel # _____

Tax Deeded to Woodbury County on: 12/27/24

Current Assessed Value: Land \$200.00 Building — Total \$200.00

Approximate Delinquent Real Estate Taxes: _____

Approximate Delinquent Special Assessment Taxes: Total \$60,548.00

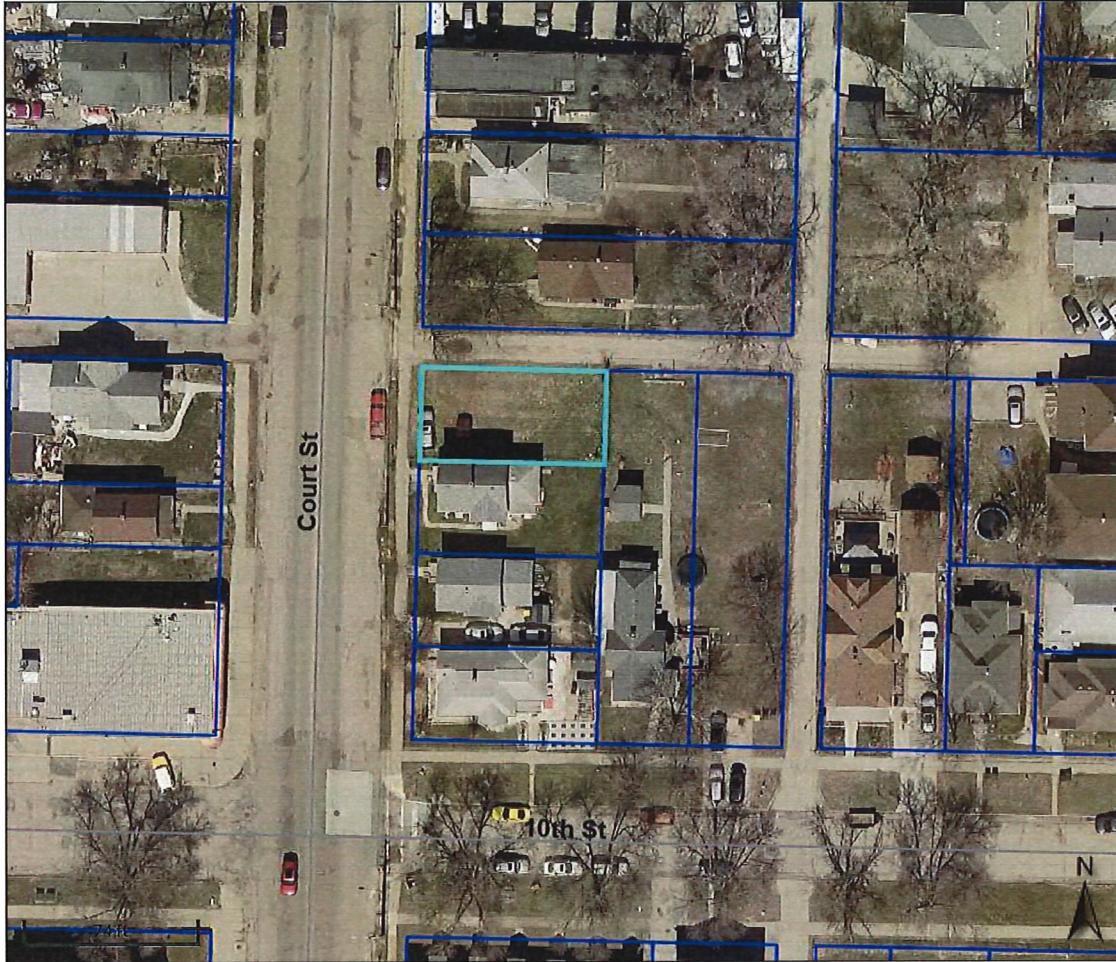
*Cost of Services: \$136

Inspection to: Matthew Ung Date: _____

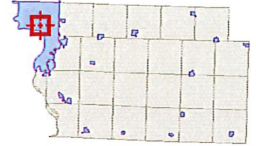
Minimum Bid Set by Supervisor: \$200 plus \$136 per costs Total: \$336

Date and Time Set for Auction: Tuesday, February 4th @ 4:35

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



Overview



Legend

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

Parcel ID	894728236005	Alternate ID	35760	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1010 COURT ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	SIOUX CITY EAST N 3/4 W 1/2 LOT 4 BLK 117				
	(Note: Not to be used on legal documents)				

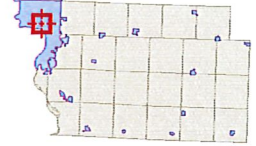
Date created: 1/16/2025
 Last Data Uploaded: 1/15/2025 10:09:01 PM



Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

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

Parcel ID	894728236005	Alternate ID	35760	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1010 COURT ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	SIOUX CITY EAST N 3/4 W 1/2 LOT 4 BLK 117				
	(Note: Not to be used on legal documents)				

Date created: 1/16/2025
 Last Data Uploaded: 1/15/2025 10:09:01 PM

Developed by SCHNEIDER
 GEOSPATIAL

RESOLUTION

NOTICE OF PROPERTY SALE

Parcels #894728107013

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

The East One Hundred Ten Feet (E 110') of Lot Seven (7), the East One Hundred Ten Feet (E 110') of the South One-Half (S ½) of Lot Eight (8), and the South Six Feet (S 6') of the West Sixty Feet (W 60') of the North One-Half (N ½) of Lot Eight (8), all in Block Seventy-two(72) Sioux City East Addition, City of Sioux City, in the County of Woodbury County and State of Iowa (1205 Douglas Street)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on The **4th Day of February, 2025 at 4:37 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **4th Day of February, 2025**, 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 \$1,249.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 21st Day of January, 2025.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Michelle K. Skaff
Woodbury County Auditor
and Recorder

Daniel A. Bittinger II, Chairman

REQUEST FOR MINIMUM BID

Name: Todd Calvillo Date: 5-20-24

Address: 2510 B Street, So. Sioux City NE 68776 Phone: 712-333-4485

Address or approximate address/location of property interested in:

1205 Douglas St.

GIS PIN # 894728107013

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

Legal Description:

Sioux City East E110ft Lot 7 block 72 S 6ft W60ft
N 1/2 Lot 8 block 72 E110ft S 1/2 Lot 8 Block 72

Tax Sale #/Date: 845/2014 Parcel # _____

Tax Deeded to Woodbury County on: 11/8/25

Current Assessed Value: Land 7,100 Building — Total 7,100

Approximate Delinquent Real Estate Taxes: _____

Total \$110,562.00

Approximate Delinquent Special Assessment Taxes: _____

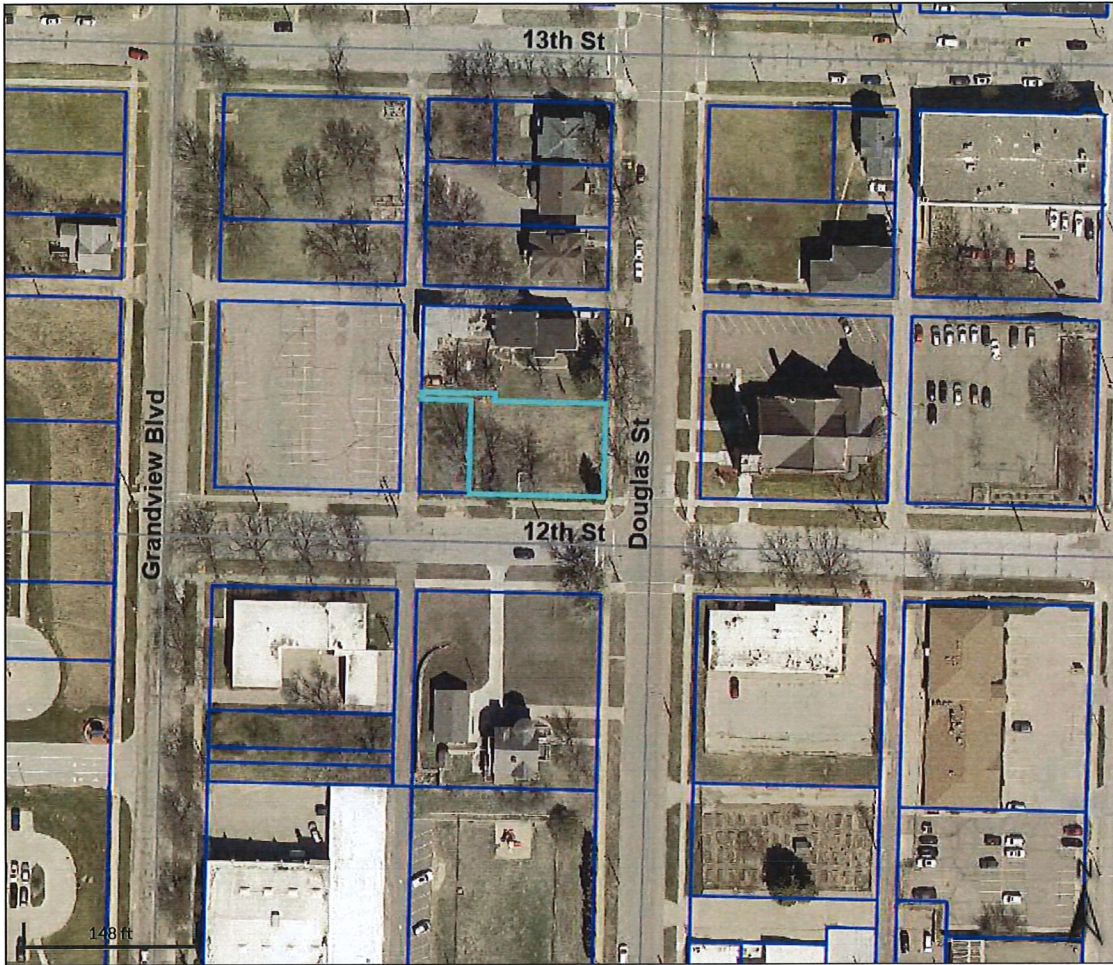
*Cost of Services: \$249-

Inspection to: Matthew Ung Date: 5-20-24

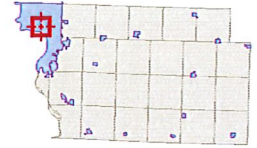
Minimum Bid Set by Supervisor: \$1,000 plus costs \$249. Total: \$1,249

Date and Time Set for Auction: Tuesday February 4th @ 4:37

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



Overview



Legend

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

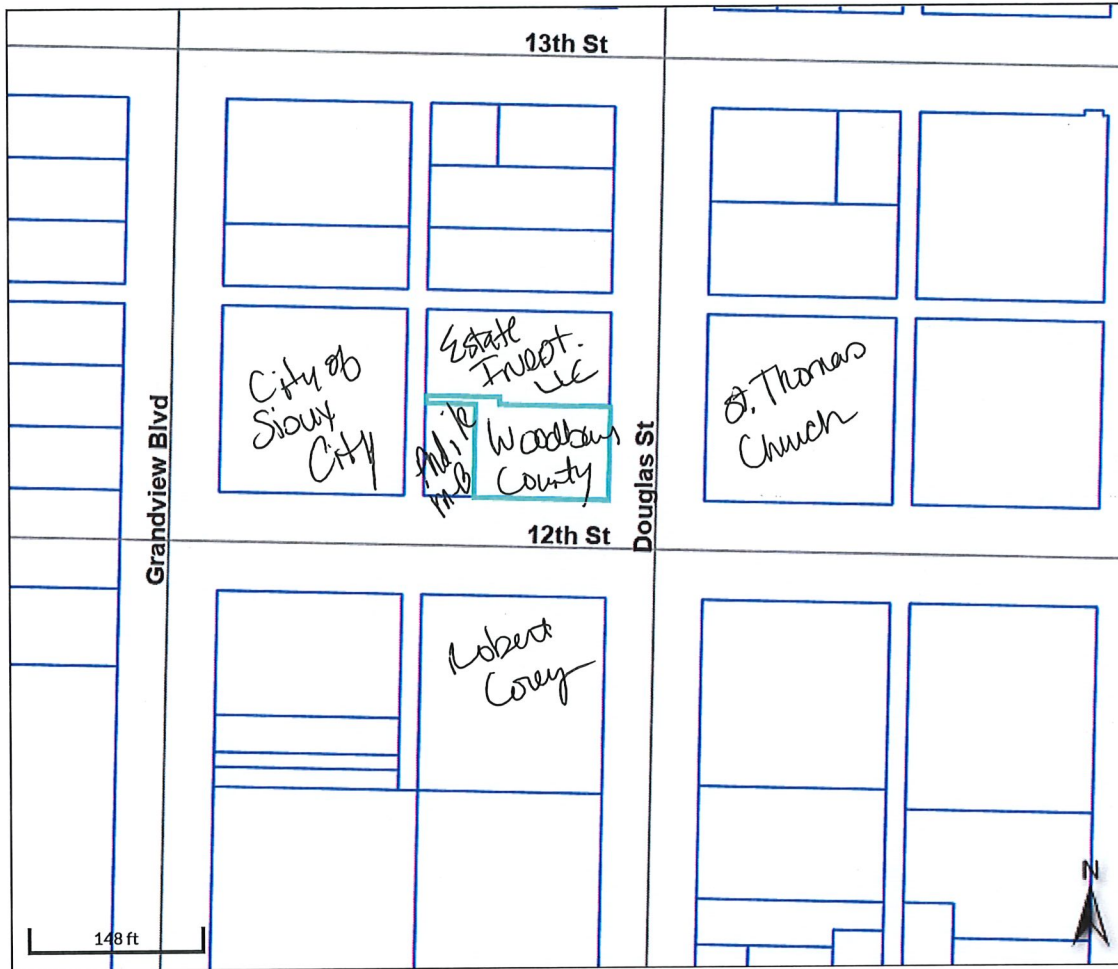
Parcel ID	894728107013	Alternate ID	27720	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1205 DOUGLAS ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	SIOUX CITY EAST E 110 FT LOT 7 BLK 7 2 S 6 FT W 60 FT N 1/2 LOT 8 BLK 72 E 110 FT S 1/2 LOT 8 BL K 72				
	(Note: Not to be used on legal documents)				

Date created: 1/16/2025
 Last Data Uploaded: 1/15/2025 10:09:01 PM

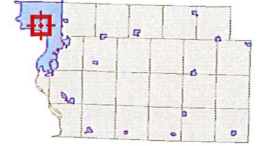
Developed by  **SCHNEIDER**
 GEOSPATIAL



Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

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

Parcel ID	894728107013	Alternate ID	27720	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1205 DOUGLAS ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	SIOUX CITY EAST E 110 FT LOT 7 BLK 7 2 S 6 FT W 60 FT N 1/2 LOT 8 BLK 72 E 110 FT S 1/2 LOT 8 BL K 72				
	(Note: Not to be used on legal documents)				

Date created: 1/16/2025
 Last Data Uploaded: 1/15/2025 10:09:01 PM

Developed by SCHNEIDER
 GEOSPATIAL

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: January 21st, 2025

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Briese, Samuel	Attorney's Office	01-22-2025	Assistant County Attorney	\$84,301.00/year		A	Job Vacancy Posted on 10-15-2024. Entry Level Salary: \$84,301.00/yr.
Gibson, John	Secondary Roads	01-14-2025	Motor Grader Operator	\$28.18/hour	1%=\$0.30/hr	T	In-House Vacancy Posted 1/3/25. Transfer from Equipment Operator to Motor Grader.
Uhl, Randy	Sheriff's Office	04-30-2025	Civilian Lieutenant			S	Retired
Moore, Andrew	Sheriff's Office	01-17-2025	Sheriff Deputy			S	Resignation

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR:

Melissa Thomas HR Director

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: January 21st, 2025

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Sheriff's Office	Civilian Lieutenant	Wage Plan: \$3473.82/bi-weekly		
Sheriff's Office	Jail Sergeant	CWA Civilian: \$36.76/hour		
Sheriff's Office	Civilian Jailer	CWA Civilian: \$24.57/hour		
Sheriff's Office	Deputy	CWA Deputy Sheriff: \$29.13/hour		

Chairman, Board of Supervisors



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

Chad Sheehan, SHERIFF

PHONE: 712.279.6010
E-MAIL: csheehan@woodburycountyiowa.gov
FAX: 712.279.6522

January 14th, 2025

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to promote one (1) Civilian Lieutenant position. We request this be placed on the agenda for Tuesday, January 21st, 2025.

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to promote one (1) Civilian Sergeant position. We request this be placed on the agenda for Tuesday, January 21st, 2025.

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to begin the hiring process for one (1) Correctional Officer positions, effective January 22nd, 2025. We request this be placed on the agenda for Tuesday January 21st, 2025, Woodbury County Board of Supervisors meeting

Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Sheehan".

Chad Sheehan, Sheriff

CC: file

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

Date: 1/16/2025 Weekly Agenda Date: 1/21/2025

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Laura M. Sievers, PE, County Engineer

WORDING FOR AGENDA ITEM:

Consideration of utility permit for placement of new fiber optic cable in county right of way

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Long Lines Broadband has applied for a permit to install new underground fiber optic in the area around Sloan.

BACKGROUND:

Work in county ROW requires a permit approved by the Board of Supervisors per section 318.8 of the Code of Iowa. The county engineer has reviewed the location and recommends that the work be allowed.

FINANCIAL IMPACT:

No financial impact to the county.

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 approval of the permit for Long Lines.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the underground utility permit for Long Lines.

**PERMIT FOR USE OF COUNTY ROAD/HIGHWAY RIGHT-OF-WAY
FOR OVERHEAD AND/OR BURIED UTILITIES ACCOMMODATION**

REQUEST BY APPLICANT:

Name Long Lines Broadband

Highway Numerous as shown on construction sheets

Address 504 Fourth Street, Sergeant Bluff, IA 51054

Township Numerous as shown on Construction Shts

Sloan Exchange

Office Phone (712) 271-2710

Local Phone _____

Section: 1/4 of 1/4 Sec

Type of Utility Installation Fiber Optic Communications

T N, R W

Plans Prepared By Oak Hill Consulting, Inc (952) 895-8851

Copy Enclosed X Yes No

Map Showing Location Enclosed X Yes No

Utility Location is _____ cross right-of-way

_____ parallel to right-of-way

_____ overhead

X _____ underground

Proposed Method of Installation

_____ tunnel

_____ suspend on poles

_____ cased

_____ jack & bore

_____ suspend on towers

_____ trench

_____ open cut

X _____ plow

Estimated Starting Date June 1, 2025

Estimated Restoration Date December 12, 2025

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, and special provisions listed below or attached hereto, and any and all plans, details, or notes attached hereto and made a part thereof. Applicant is to complete in triplicate and send all copies including plans and maps to Woodbury County Engineer, 759 E. Frontage Road, Merville, IA 51039. One executed copy will be returned to the Applicant.

By [Signature]
(Signature of Authorized Utility Representative)

Title Oak Hill Consulting, Inc,

Consultant Date January 13, 2025

PERMIT APPROVAL BY PERMITTING AUTHORITY

The forgoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reverse side hereof and all attachments hereto.

By _____
(Signature of Woodbury County Board Chairman)

Title _____

Date _____

By [Signature]
(Signature of Woodbury County Engineer)

Title Woodbury Co Eng

Date 1/16/2025

Other Special Provisions:

ALL ABOVE GROUND PED/BOX LOCATIONS MUST BE APPROVED BY THE COUNTY ENGINEER OR DESIGNEE.
Permit Provisions and Conditions of Issuance

- The County and/or the County Board of Supervisors will not be charged with any responsibility for damages to the Applicant's property occasioned by any construction or maintenance operations on said county roads, including new or additional right-of-way acquired in connection therewith, subsequent to the building of the Applicant's facilities. The Board will endeavor to give the Applicant sufficient notice of any proposed construction or maintenance work, on either existing or newly acquired right-of-way that is likely to expose, cover up, or disturb any facilities belonging to the Applicant, in order that the Applicant may arrange to protect the facilities. The Board will inform contractors, and others working on the job of the location of the facilities so that reasonable care may be taken to avoid damaging the facilities, however the County and the Board of Supervisors will assume no responsibility for failure to give such notice.

2. The Applicant shall take all reasonable precaution during the construction of said facilities to protect and safeguard the lives and property of the adjacent property owners and the traveling public and shall save the County and the Board of Supervisors harmless of any damages or losses that may be sustained by adjacent property owners and the traveling public on account of such construction operations.
3. Operations in the construction and maintenance of said facilities shall be carried on in such a way as to not interfere with, or interrupt traffic on said roads. However, should the performance of work called for in this permit in any way interfere with or obstruct traffic on said roads, the Applicant shall provide the necessary flagmen as required by the Statutes when one-way traffic is involved and/or otherwise mark said work so as to protect the traveling public.
4. The Applicant shall hold the County and the Board of Supervisors harmless from any damages that may result to said highway because of the construction or maintenance of said facilities and shall reimburse the County or the Board of Supervisors for any expenditures that the County or the Board of Supervisors may have to make on said roads on account of replacement of surfacing gravel and bridge and culvert repairs.
5. Applicant shall lay, construct, operate and maintain said facilities so as not to interfere with natural drainage of the road and so as not to interfere with the construction or maintenance of said roads. When buried cable or wire lines are to be placed lengthwise with the roadway, they shall be placed in the County road shoulder or ditch near the toe of the fore-slope and parallel to centerline of roadbed at a depth of three (3) to four (4) feet by using specially designed plows or by trenching, whichever is appropriate. Plow slots and trenches shall be repacked as necessary to restore the disturbed area to its original condition. For buried line crossings of roadways not paved, an open trench may be dug and the lines placed therein, and the trench back-filled over the lines. Buried line crossings on paved roadways, lines may be placed through the sub-grade by jacking, or by boring a hole just large enough to take the lines; or if the County Engineer approves, a tunnel may be dug through and the cable or wire lines placed therein. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth. Back-filling of trenches within the right-of-way by not under the traveled roadway shall be tamped sufficiently to avoid settlement. When crossing an existing roadway, all buried facilities shall be placed a minimum of three (3) to four (4) below the bottom of the existing adjacent ditches. Overhead lines, where practical, shall be placed adjacent to and with two (2) feet of the Road/Highway Right-of-Way Line.
6. The Applicant will at any time subsequent to placing the facilities, and at the Applicant's expense, relay, replace, alter, change, reconstruct, or relocate its overhead and/or buried facilities and appurtenances thereto as may become necessary to conform to new grades, alignment, or widening right-of-way, resulting from maintenance or construction operations by the County Board of Supervisors irrespective of whether or not additional right-of-way is acquired in connection with such road improvements. The Applicant agrees to do this within ninety (90) days written notice from the Board of Supervisors, and without cost to the County. If the Applicant is unable to comply within said ninety (90) days, the Board of Supervisors may cause the work to be done and the Applicant will pay the cost thereof upon receipt of statement.
7. All work shall be done in a workmanlike manner; the surrounding ground, slopes, and ditch bottoms shall be reshaped to conform to the area and left in a neat condition satisfactory to the County Engineer. All areas where sod has been damaged or destroyed shall be re-seeded.
8. The Applicant shall notify the County Board of Supervisors at least forty-eight (48) hours in advance of the Applicant's intention of starting work covered by this permit on the road right-of-way. Said notice shall be in writing to the County Engineer.
9. Applicant, its' successors, grantees and assigns shall and hereby agrees to assume all responsibility, risks and liabilities for all accidents and damages that may occur to persons and/or property on account of the work done under this permit, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, losses, and expense including judgements, costs and including attorney's fees, for personal injuries (including death) or property damage arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.
10. It is understood that this permit is issued only insofar as Woodbury County has jurisdiction and does not presume to release the Applicant from fulfilling any existing statutes relating to the installation, construction and operation of said facilities.
11. It is further understood that the facilities covered by this permit shall be constructed or installed within one (1) year after the date of approval of this permit, unless otherwise extended in writing by Woodbury County.
12. Engagement in the operations as herein applied for by the Applicant shall be considered and constitute an acceptance of all the terms and conditions herein set forth.

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

Date: 1/16/2025 Weekly Agenda Date: 1/21/2025

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

LEC (407 7th St.) 2025 Demolition CIP

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

2025 Capital Improvement Funding is required to move forward on the demolition project

BACKGROUND:

The LEC located at 407 7th Street has been vacated. Pre-demolition process work is already taking place. Building Services is working with CMBA. Needs have been previously expensed to the Building services LEC Operating Budget. The operating budget is almost depleted.

FINANCIAL IMPACT:

2025 CIP = \$1,100,000.00

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:

Consideration and approval of 2025 CIP funding in the amount of \$1,100,000

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve LEC Demolition Capital Improvement Project in the amount of \$1,100,000

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

Date: 1/16/2025 Weekly Agenda Date: 1/21/2025

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

LEC (407 7th Street) Olsson Engineering- Survey, Utilities, & Planning Agreement

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Olsson Engineering by request has provided a planning agreement that has been reviewed and recommended by CMBA Architects.

BACKGROUND:

The LEC located at 407 7th Street has been vacated. Woodbury County is to demolish the facility and turn over the property (407 7th St.) to the City within 18-months of the new LEC (3701 28th St.) date of occupancy (September 16th, 2024).

FINANCIAL IMPACT:

2025 CIP- LEC Demolition Project
Olsson Engineering = \$7,400.00

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:

Motion to Approve Olsson Engineering Agreement Funding in the amount of \$7,400.00

ACTION REQUIRED / PROPOSED MOTION:

Motion to Approve Olsson Engineering Agreement Funding in the amount of \$7,400.00



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

January 8, 2025

Woodbury County
Attn: Kenny Schmitz, Building Services Director
401 8th Street
Sioux City, IA 51101

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Woodbury County Law Enforcement Center Demolition Topo Survey (the "Project")
407 7th Street, Sioux City, Iowa 51101

Dear Mr. Schmitz:

It is our understanding that Woodbury County ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions, and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions, and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project:

- **Project will include Topographic survey of the former Law Enforcement Center building and up to the adjacent centerlines of the streets and alleyway (See Exhibit "A"). Lot 1, 2, 3, 4, 5, 6, & Vac E-W Alley between Lot 3 & 4 Blk 38, Sioux City East, Woodbury County, Iowa.**

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Survey and Planning Services:

Site Topo

- Topographic features shall be surveyed to create a surface represented by 1-foot contours. Improvements within the limits shall be located, including buildings, streets, utility structures, pipes, concrete surfaces, asphalt surfaces, trees, and both above surface/below surface utilities. The Topographic Survey limits are as follows:
 - Limits as shown on the attached **Exhibit "A."**
- A Utility-One-Call shall be made for the site. Utilities that are marked shall be located. Above ground visible utilities shall be located. Olsson will not be responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. An attempt shall be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities shall be placed on the survey. Manholes shall be inverted to get the pipe size and flow lines elevations.
- Horizontal coordinate system will be in reference to Iowa Regional coordinate system. Vertical datum will be in reference to the North American Datum of 1988 (NAVD88).
- A CAD file of the topographic survey shall be created for design.

Exclusions:

- Demolition Plan & Bidding Services
- Construction Administration & Observation Services
- As-built drawings/certifications.
- Floodplain Determination.
- Permit Fees.
- Project-related permitting outside of the scope of the proposal and fees.
- Geotechnical soil borings and soils evaluation.
- Asbestos abatement evaluation, removal plans, remediation plans, etc.
- Lead abatement evaluation, removal plans, remediation plans, etc.
- Environmental permitting for hazardous material removals, remediation, etc.
- Legal or boundary surveys.
- Construction phase services beyond those listed above. (Staking, Testing, etc.)
- SWPPP Inspections.
- Additional revisions and resubmittals beyond those mentioned above.
- Additional services outside the scope of services outlined in this agreement.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Upon receipt of signed Letter of Agreement
Anticipated Completion Date: 4-6 weeks from signed contract (weather permitting)

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services for **Survey and Planning Services** a **lump sum of Seven Thousand Four Hundred dollars (\$7,400.00)**. Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Kenny Schmitz.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson via email: radams@olsson.com This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Matthew Smith
Matthew Smith, PE

By Jesse E Hurt
Jesse Hurt, RLS

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

WOODBURY COUNTY

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments
Exhibit "A"
General Provisions

EXHIBIT "A"



GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated January 8, 2025, between Woodbury County ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s) applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subcontractors as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict

liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

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

Date: 01/16/2025 Weekly Agenda Date: 01/21/2025

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Laura M Sievers, Woodbury County Engineer

WORDING FOR AGENDA ITEM:

Consider approval of final estimate for project BROS-SWAP-C097(148)--FE-97

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Final Estimate requires signature by the board of supervisors chairperson.

BACKGROUND:

The project was a bridge replacement on Correctionville Rd. East of Charles Ave. The projects letting date through the Iowa DOT on May 17, 2022 and was completed May 15, 2023. 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 Graves Construction Co.

FINANCIAL IMPACT:

This project was funded by Swap funds and Federal Aid.

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?

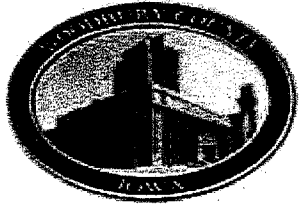
Yes No

RECOMMENDATION:

Recommend that the board approve the final estimate for project BROS-SWAP-C097(148)--FE-97 with Graves Construction Co.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board approve the final estimate for project BROS-SWAP-C097(148)--FE-97 with Graves Construction Co.



Woodbury County - Iowa

Detailed Payment

97-C097-148

Description BROS-SWAP-C097(148)--FE-97, Acct ID- 38642, Letting Date- May 17, 2022

Payment Number 25

Pay Period 10/25/2023 to 04/03/2024

Prime Contractor GRAVES CONSTRUCTION CO., INC.

Payment Status Approved

Awarded Project Amount \$1,542,860.84

Authorized Amount \$1,665,718.58

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 0001 - BROS-SWAP-C097(148)--FE-97, Acct ID- 38642, ITEMS FOR A 194'-0 X 30'-6 PRETENSIONED PRESTRESSED CONCRETE BEAM BRIDGE										
0010	2101-0850001	ACRE	\$35,000.000	0.130	0.000	0.130	0.130	0.130	\$0.00	\$4,550.00
CLEARING AND GRUBBING										
0020	2102-2625001	CY	\$9.000	225.000	0.000	225.000	225.000	225.000	\$0.00	\$2,025.00
EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0030	2102-2710070	CY	\$9.000	81.000	0.000	81.000	81.000	81.000	\$0.00	\$729.00
EXCAVATION, CLASS 10, ROADWAY AND BORROW										
0040	2104-2710020	CY	\$7.000	1,564.000	0.000	1,564.000	1,564.000	1,564.000	\$0.00	\$10,948.00
EXCAVATION, CLASS 10, CHANNEL										
0050	2301-0690201	SY	\$232.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
BRIDGE APPROACH, BR-201										
0060	2401-6745625	LS	\$92,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$92,000.00
REMOVAL OF EXISTING BRIDGE										
0070	2402-2720000	CY	\$30.000	317.200	0.000	317.200	317.200	317.200	\$0.00	\$9,516.00
EXCAVATION, CLASS 20										
0080	2402-2721000	CY	\$400.000	166.000	0.000	166.000	166.000	166.000	\$0.00	\$66,400.00
EXCAVATION, CLASS 21										
0090	2403-0100010	CY	\$640.000	394.120	0.000	394.120	394.120	394.120	\$0.00	\$252,236.80
STRUCTURAL CONCRETE (BRIDGE)										
0100	2404-7775000	LB	\$1.620	11,410.000	0.000	11,410.000	11,410.000	11,410.000	\$0.00	\$18,484.20
REINFORCING STEEL										
0110	2404-7775005	LB	\$1.640	63,461.000	0.000	63,461.000	63,461.000	63,461.000	\$0.00	\$104,076.04
REINFORCING STEEL, EPOXY COATED										
0120	2407-0562860	EACH	\$18,749.000	8.000	0.000	8.000	8.000	8.000	\$0.00	\$149,992.00
BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB60										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0130	2407-0562870	EACH	\$22,259.000	4.000	0.000	4.000	4.000	4.000	\$0.00	\$89,036.00
BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB70										
0140	2408-7800000	LB	\$5.000	4,417.000	0.000	4,417.000	4,417.000	4,417.000	\$0.00	\$22,085.00
STRUCTURAL STEEL										
0150	2414-6424124	LF	\$85.000	422.000	0.000	422.000	422.000	422.000	\$0.00	\$35,870.00
CONCRETE OPEN RAILING, TL-4										
0160	2501-0201057	LF	\$67.000	1,260.000	0.000	1,260.000	1,260.000	1,260.000	\$0.00	\$84,420.00
PILES, STEEL, HP 10 X 57										
0170	2501-0201473	LF	\$83.000	2,139.000	0.000	2,139.000	2,139.000	2,139.000	\$0.00	\$177,537.00
PILES, STEEL, HP 14 X 73										
0180	2501-6335010	LF	\$52.000	140.000	0.000	140.000	140.000	140.000	\$0.00	\$7,280.00
PREBORED HOLES										
0190	2505-4008410	EACH	\$3,100.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201										
0200	2505-4021010	EACH	\$310.000	4.000	0.000	4.000	4.000	4.000	\$0.00	\$1,240.00
STEEL BEAM GUARDRAIL END ANCHOR, BOLTED										
0210	2505-4021720	EACH	\$3,100.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205										
0220	2507-2638650	SY	\$110.000	13.000	0.000	13.000	13.000	13.000	\$0.00	\$1,430.00
BRIDGE WING ARMORING - EROSION STONE										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0230	2507-3250005	SY	\$5.000	1,808.000	0.000	1,808.000	1,808.000	1,808.000	\$0.00	\$9,040.00
ENGINEERING FABRIC										
0240	2507-6800061	TON	\$65.000	1,952.000	0.000	1,756.530	1,756.530	1,756.530	\$0.00	\$114,174.45
REVTMENT, CLASS E										
0250	2510-6745850	SY	\$10.000	376.000	0.000	389.778	389.778	389.778	\$0.00	\$3,897.78
REMOVAL OF PAVEMENT										
0260	2527-9263109	STA	\$145.000	13.480	0.000	6.920	6.920	6.920	\$0.00	\$1,003.40
PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED										
0270	2528-2518000	EACH	\$200.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$400.00
SAFETY CLOSURE										
0280	2528-8445110	LS	\$5,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,000.00
TRAFFIC CONTROL										
0290	2533-4980005	LS	\$197,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$197,000.00
MOBILIZATION										
0300	2601-2634100	ACRE	\$3,500.000	0.130	0.000	0.500	0.500	0.500	\$0.00	\$1,750.00
MULCHING										
0310	2601-2636043	ACRE	\$4,500.000	0.130	0.000	0.500	0.500	0.500	\$0.00	\$2,250.00
SEEDING AND FERTILIZING (RURAL)										
0320	2601-2642100	ACRE	\$4,500.000	0.130	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STABILIZING CROP - SEEDING AND FERTILIZING										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0330	2602-0000020	LF	\$4.000	538.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SILT FENCE										
8001	2505-4008420	EACH	\$3,100.000	4.000	0.000	4.000	4.000	4.000	\$0.00	\$12,400.00
STEEL BEAM G'RAIL BAR TRANS SECT, BA-221										
8002	2505-4021722	EACH	\$3,100.000	4.000	0.000	4.000	4.000	4.000	\$0.00	\$12,400.00
STEEL BEAM G'RAIL TNGNT END TERM, BA-225										
8003	6100-2403020	CY	\$7.000	61.300	0.000	378.200	378.200	378.200	\$0.00	\$2,647.40
EWO\PROTECTION OF STRUC CONC										
8004	6100-2501010	EACH	\$830.000	7.000	0.000	16.000	16.000	16.000	\$0.00	\$13,280.00
EWO\SPLICE STEEL H-PILE										
8005	2404-7775000	LB	\$2.502	170.000	0.000	170.000	170.000	170.000	\$0.00	\$425.34
REINFORCING STEEL										
8006	6100-2403010	CY	\$5.000	61.300	0.000	320.500	320.500	320.500	\$0.00	\$1,602.50
EWO\HEAT OF STRUCT CONC										
8007	6100-2501010	EACH	\$670.000	14.000	0.000	14.000	14.000	14.000	\$0.00	\$9,380.00
EWO\SPLICE STEEL H-PILE										
8008	2501-0201057	LF	\$149.134	180.000	0.000	180.000	180.000	180.000	\$0.00	\$26,844.12
PILES, STEEL, HP 10 X 57										
8009	2301-0690201	SY	\$273.000	397.600	0.000	397.600	397.600	397.600	\$0.00	\$108,544.80
BRIDGE APPROACH, BR-201										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
8010	2102-2713090	CY	\$51.800	222.241	0.000	222.241	222.241	222.241	\$0.00	\$11,512.08
EXCAVATION, CL 13, WASTE										
Section Totals:									\$0.00	\$1,663,406.91
Total Payments:									\$0.00	\$1,663,406.91

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Working Days, Late Start Date - 05/15/2023, Liquidated Damage Rate - 1,000	110.0 Days	110.0 Days	0.0 Days	\$0.00	86.0 Days	24.0 Days	\$0.00
Total Damages:							\$0.00

Stockpiles

Stockpile	Current Advancements	Advancements To Date	Current Recoveries	Recoveries To Date
#1 - 2501-0201473 PILES, STEEL, HP 14 X 73	\$0.00	\$78,918.84	\$0.00	\$78,918.84
#2 - 2501-0201057	\$0.00	\$46,363.80	\$0.00	\$46,363.80
Totals:	\$0.00	\$170,299.49	\$0.00	\$170,299.49

Stockpile	Current Advancements	Advancements To Date	Current Recoveries	Recoveries To Date
PILES, STEEL, HP 10 X 57				
#3 - 2501-0201473	\$0.00	\$18,018.00	\$0.00	\$18,018.00
PILES, STEEL, HP 14 X 73				
#4 - 2404-7775005	\$0.00	\$17,640.11	\$0.00	\$17,640.11
REINFORCING STEEL, EPOXY COATED				
#5 - 2404-7775000	\$0.00	\$9,358.74	\$0.00	\$9,358.74
REINFORCING STEEL				
Totals:	\$0.00	\$170,299.49	\$0.00	\$170,299.49

Summary

Current Approved Work:	\$0.00	Approved Work To Date:	\$1,663,406.91
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$170,299.49
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$170,299.49
Current Retainage:	\$0.00	Retainage To Date:	\$30,000.00
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$0.00	Payments To Date:	\$1,633,406.91
Previous Payment:	\$11,512.08	Previous Payments To Date:	\$1,633,406.91

Doc Express® Document Signing History

Contract: 97-C097-148 Document: Final Estimate (148)

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
12/31/2024	Dan Graves Graves Construction Electronic Signature (Approved by Contractor (Optional))
01/07/2025	Laura Sievers Woodbury County - Iowa Electronic Signature (Recommended by Engineer)
	(Approved by PIRC (when applicable))
	(Approved by District Materials Engineer (Optional))
	(Approved by Administering Office (DOT))
	(Approved by FHWA (When applicable))

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

Date: 1/17/2025

Weekly Agenda Date: 1/21/2025

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Daniel Bittinger, Chairman

WORDING FOR AGENDA ITEM:

Approval of resolution establishing a County Compensation Board

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Per consult with James Loomis, County Attorney, it is recommended the Board of Supervisors re-establish the County Compensation Board & appoint two members to represent the board, per Iowa Code.

BACKGROUND:

See Iowa Code Section 331.905 as amended in 2024 by Senate File 2042, for the complete description of the duties of a County Compensation Board. Reinstating the compensation board would be beneficial by having members of the public evaluate all pay increases & assist in safeguarding the integrity of the budgeting process & would also be a wise use of the tax payer dollars.

Daniel Lynde, a former representative, advised Chairman Bittinger that he would be available to serve for another term. The following list of former compensation board members would also be willing to serve again: Robert Stewart, Doug Phillips, Ryan Beardshear, Al Sturgeon and Rhonda Bridges.

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 resolution establishing a County Compensation Board & appointing two members to represent the Board of Supervisors on the compensation board.

ACTION REQUIRED / PROPOSED MOTION:

Approve the resolution establishing a County Compensation Board & appointing two members to represent the Board of Supervisors on the compensation board.

RESOLUTION ESTABLISHING A COUNTY COMPENSATION BOARD
RESOLUTION #

A resolution by Woodbury County to establish a County Compensation Board as authorized by Iowa Code Section 331.905

WHEREAS, pursuant to Iowa Code Section 331.905, as amended in 2024 by Senate File 2442, the county Board of Supervisors may vote to establish a county compensation board;

WHEREAS, pursuant to this same code section, when the Board of Supervisors establishes a County Compensation Board, the compensation board shall be comprised of seven members who are residents of the county. Two members shall be appointed by the Board of Supervisors, one member each by the County Auditor, County Attorney, County Recorder, County Treasurer, and the County Sheriff. The members of the County Compensation Board shall not be officers or employees of the state or a political subdivision of the state and shall serve staggered terms;

WHEREAS, lots were drawn to determine the duration of initial staggered terms for members of the county compensation board;

NOW, THEREFORE, BE IT RESOLVED, Woodbury County hereby establishes a County Compensation Board for the county;

BE IT FURTHER RESOLVED, Woodbury County directs each of the elected officials to submit their respective appointments to the Board of Supervisors by _____, 2025;

BE IT FURTHER RESOLVED, the representatives shall serve an initial term of four years and the representatives shall serve an initial term of two years;

BE IT FURTHER RESOLVED, this resolution shall apply retroactively to July 1, 2024.

HEREBY RESOLVED by the Board of Supervisors for Woodbury County on this 21st day of January, 2025.

Daniel A. Bittinger II, Chairman

ATTEST:

Michelle K. Skaff, County Auditor/Recorder

2024 Changes to County Compensation Boards
Prepared by the Iowa State Association of Counties (ISAC)

On May 1, 2024, Governor Reynolds signed SF 2442. Division V of this tax omnibus bill makes changes to the county compensation board system. Essentially, these provisions authorize boards of supervisors in each county to determine whether they want to utilize a compensation board or take on the duties and responsibilities themselves. Below are answers to common questions to help your county navigate the changes made in SF 2442.

What changes take effect automatically and what actions do boards of supervisors need to consider taking?

With the way the legislation was crafted and by operation of law, all county compensation boards will be dissolved on July 1, 2024. The establishment of a county compensation board requires a motion to that effect and a simple majority vote of the board of supervisors. ISAC has developed the accompanying resolution template for your convenience, though a resolution is not required for this action.

What timeline must be followed if the board of supervisors chooses to establish a county compensation board? Or chooses to dissolve the compensation board later?

The legislation does not prescribe a timeline or deadline for the establishment of a compensation board. Your county should consider your typical timeline for compensation board deliberations, collective bargaining agreement negotiations, wages for all other personnel, budget development, and other interrelated activities, to ensure sufficient time for the work to be completed. There is no obligation to establish a compensation board in the first year, so a board of supervisors could take on the responsibilities this year and decide to establish a compensation board in the future. The board of supervisors may dissolve the compensation board at any time with a majority vote.

Were changes made to the membership of the county compensation board? And what is the process for appointing members?

The representative nature of the compensation board remains the same with each of the county elected officials choosing a member of the public as their representative and the board of supervisors choosing two members. Because all county compensation boards are dissolved by operation of law, these appointments will need to be made if a compensation board is established. There is no obligation for the elected officials to appoint their previous representative as the dissolution of the compensation board ends the current terms. Though not explicitly prescribed by law, ISAC recommends drawing lots to determine which representatives will serve an initial four-year term and which representatives will serve an initial two-year term. This will establish staggered terms and subsequent appointments will all be for four-year terms.

What changes were made to the process if a county chooses to establish a compensation board?

Several notable changes were made to the requirements of the compensation board and how the board of supervisors can act on the compensation recommendations it receives.

First, the legislation put in place the so-called “show your work” provision ISAC has advocated for. The compensation board will be required to provide documentation that demonstrates how it determined the recommended compensation schedule. This must include information on comparable officers in other counties, other states, private enterprise, and the federal government.

The legislation also made changes to the authority of boards of supervisors to adjust the recommended compensation schedule. The board of supervisors may:

- Approve a compensation schedule that is greater than or less than the compensation board recommendation.
- Make adjustments to the compensation schedule for individual elected officials without being required to adjust by the same percentage for all others.
- Set compensation at less than the current year if the compensation schedule recommends changing the position (county attorney) to part-time.

What is required of the board of supervisors if a county compensation board is not established?

If a board of supervisors chooses not to establish a compensation board or in the future chooses to dissolve the compensation board, the duties and responsibilities of the county compensation board contained in Iowa Code §331.905 are transferred to the board of supervisors. This includes the new requirement to document comparable positions and justify recommendations.

Additionally, in the absence of a compensation board, “the board of supervisors shall set the sheriff’s salary so that it is comparable to the salaries paid to professional law enforcement administrators and command officers of the state patrol, the Division of Criminal Investigation of the Department of Public Safety, and city police chiefs employed by cities of similar population to the population of the county.”