

## MINUTES OF SIOUX COUNTY BOARD OF SUPERVISORS

### MEETING HELD ON OCTOBER 29, 2019

- 1) The Board of Supervisors of Sioux County, Iowa, met pursuant to adjournment at 9:00 a.m. with Chairman Mark Sybesma presiding. Members present were John Degen, Carl Vande Weerd, Al Bloemendaal, Jerry Muilenburg, and Mark Sybesma.
- 2) Minutes of the meeting held on October 15, 2019 were submitted and the Chairman declared them approved.
- 3) Claims were approved for October 29, 2019 as submitted by the County Auditor.
- 4) Committee Reports:
  - **Sybesma & Vande Weerd** – Reported on the Sioux Rivers Mental Health meeting from October 22. O'Brien County would like to join the Region and in order to do that, all three counties (Sioux, Lyon, and Plymouth) need to pass a resolution to accept them and also approved an amended 28E agreement for the Region. Shari Kastein from the Family Crisis Center provided an update from her agency. Other items discussed were the jail diversion program, mobile crisis, cost sharing of the assessment center with the Rolling Hills Region, increasing the tax levy, and challenges facing the Region. Following the regular meeting, a budget planning meeting was held.
  - **Bloemendaal** – 1) Attended a Trails meeting, 2) attended a Northwest Iowa Planning and Development meeting and a RIDES meeting in Spencer. The new bus garage in Sioux Center for RIDES is nearly complete.
  - **Degen** – 1) Reported that the tree trimming around the courthouse has been completed, 2) will formalize plans to have a roofing company repair the roof of the courthouse garage, 3) reported that the exhibits at the Nature Center are complete and that the Nature Center has been named Prairie Woods Nature Center.
  - **Muilenburg** – 1) Attended a Workforce Development meeting in Storm Lake and reported that Supervisor Kyle Stecker from Kossuth County will be the lead Supervisor for the 1.3 million dollars in Title I funding. 2) Reported on the Planning and Zoning meeting in which 3 permits were approved.
  - **Sybesma** – Reported that Dr. Grossmann, who is serving as the County Medical Examiner, wishes to resign the position at the end of his term.
- 5) As this was the date and time 9:15 AM for a public hearing, the Chairman opened the public hearing. Shane Walter, Sioux County Zoning Director presented the following,
  - Name of Applicant: Sonstegard Foods Co. Location of the operation: Section 16, Lynn Township, Sioux County, Iowa Type of confinement feeding operation structure proposed: Two new 280,000 head of layer chicken confinement buildings, one new dry manure storage building and increasing bird numbers only, in existing chicken confinement buildings, at an existing poultry confinement facility. Animal Unit Capacity of the confinement operation after construction: 12,000 animal units (1,200,000 chickens averaging 3 pounds or more.) Walter received a call of concern in regards to this proposed building from a resident but the person did not provide a name. No other written or oral comments were received. Motion by Bloemendaal and supported by Muilenburg to forward the application to the Iowa DNR with a favorable opinion. Motion carried unanimously.
- 6) Shane Walter, CEO, Sioux Rivers Mental Health Region, requested Board approval of the following resolution, approving O'Brien County into the Sioux Rivers Region. Motion by Vande Weerd and supported by Bloemendaal to approve the resolution as presented. Roll call on vote: Muilenburg, Yes; Degen, Yes; Vande Weerd, Yes; Bloemendaal, Yes; Sybesma, Yes. Motion carried unanimously.

RESOLUTION 2019 - 34

RESOLUTION RECOMMENDING APPROVAL OF O'BRIEN COUNTY'S REQUEST TO JOIN THE SIOUX RIVERS REGIONAL MHDS EFFECTIVE JULY 1, 2020

WHEREAS, SIOUX County is a current member of the Sioux Rivers Regional MHDS Governing Board which has received a formal request from O'Brien County to enter into partnership with the three County members of Sioux Rivers Regional MHDS; and

WHEREAS, SIOUX County is willing to accept O'Brien County as an additional member county in the Sioux Rivers Regional MHDS Region by entering into a 28E Agreement; and

WHEREAS, SIOUX County Board of Supervisors is aware that O'Brien County, by their formal vote taken October 22, 2019, has expressed a willingness to accept the existing 28E Agreement and the Regional Management Plan, established by the Sioux Rivers Regional MHDS Region; and

WHEREAS, SIOUX County Board of Supervisors is aware that O'Brien County agrees to provide a financial contribution to the Sioux Rivers Regional MHDS Region based on the terms of the 28E Agreement or other means upon entrance into the Region; and

WHEREAS, SIOUX County Board of Supervisors is aware that O'Brien County agrees to provide biannual payments of the Per Capita Contribution upon entrance into the Region; and

WHEREAS, SIOUX County Board of Supervisors is aware that the Sioux Rivers Regional Governing Board passed a motion at their 10/22/19 Governance Board meeting to allow O'Brien County to enter the Region effective July 1, 2020, conditioned upon the majority of the member Counties approving a Resolution to that effect;

NOW, THEREFORE, BE IT RESOLVED that:

1. SIOUX County Board of Supervisors as one of the three current members of Sioux Rivers Regional MHDS hereby accepts and hereby approves the proposed addition of O'Brien County to the region subject to the terms and conditions of any amended 28-E Agreement adopted by the participating counties.
2. SIOUX County Board of Supervisors directs its Auditor to attach a copy of the motion approving adoption of this resolution and return a copy of both to Shane Walter, CEO.

SO DATED this 29th day of October 2019.

/s/Mark Sybesma, Chairman  
Sioux County Board of Supervisors

ATTEST: /s/Ryan Dokter, Sioux County  
Auditor

Walter presented an amended 28E agreement which now includes the following updates: addition of O'Brien County into the agreement, language for children's mental health advisory board, and voting changes of the County Board members. Motion by Vande Weerd and supported by Degen to approve the amended 28E agreement. Roll call on vote: Degen, Yes; Muilenburg, Yes; Vande Weerd, Yes; Bloemendaal, Yes; Sybesma, Yes. Motion carried unanimously. The full 28E is available in the Auditor's office.

7) Doug Julius, Sioux County Engineer,

- Requested Board approval of a contract between the county and Keith Hagedorn Construction for gravel crushing at the Groth and Van Woudenberg pits. 40,000 tons would be crushed at Van Woudenberg and 60,000 tons at Groth at a price of \$2.20/ton. Motion by Muilenburg and supported by Degen to approve the contract. Motion carried unanimously.
- Updated the Board on secondary road activities as well as the progress of construction projects from the 2019 Construction Map.
- Reported three Osh Kosh trucks will be auctioned on Purple Wave in December.

- 8) Tricia Driesen, Executive Director for the Center for Financial Education, provided an update from the agency and asked for continued financial support from the County.
- 9) Tom Kunstle, Sioux County Attorney,
- Attended a meeting Thursday in Des Moines in regards to the County Attorney Case Management Program. 62 counties use the Prolaw software and are discussing migrating to a new software.
  - Reported that there may be some upcoming retirements of judges and currently there are some openings that have not been filled. According to Iowa Code, once a county exceeds a population of 35,000 people, a county could have a dedicated District Associate Judge. Sioux County is close to that population and will know the results of the Census in 2021.
- 10) Nate Huizenga, Sioux County EMS Director, presented the following resolution in regards to the hazard mitigation plan. Motion by Bloemendaal to approve the resolution and agreement as presented, supported by Vande Weerd. Roll call on vote: Muilenburg, Yes; Degen, Yes; Bloemendaal, Yes; Vande Weerd, Yes, Sybesma, Yes. Motion carried unanimously.

RESOLUTION 2019-35

A RESOLUTION OF THE SIOUX COUNTY BOARD OF SUPERVISORS TO REQUEST THE ASSISTANCE OF THE STAFF OF THE NORTHWEST IOWA PLANNING AND DEVELOPMENT COMMISSION.

WHEREAS, Sioux County has agreed to the Intergovernmental Cooperation Agreement creating the Northwest Iowa Planning and Development Commission (hereinafter called the Planning Agency) and is a member in good standing; and

WHEREAS, the County wishes to engage the Planning Agency to provide certain technical and professional services in connection with ...

Development of a Regional Multi-Jurisdictional Hazard Mitigation Plan.

WHEREAS, Article III.E of the Intergovernmental Cooperation Agreement gives the Planning Agency the responsibilities outlined in Chapters 28H and 281, Code of Iowa;

NOW THEREFORE, it is hereby resolved by the Sioux County Board of Supervisors that the Planning Agency be requested to provide staff assistance in the above-mentioned project; and

THAT, the Board of Supervisors understands and will comply with Policy Council guidelines regarding the assessments of costs of the Planning Agency staff assistance.

WHEREAS, Article III.E of the Intergovernmental Cooperation Agreement gives the Planning Agency the responsibilities outlined in Chapters 28H and 281, Code of Iowa;

NOW THEREFORE, it is hereby resolved by the Sioux County Board of Supervisors that the Planning Agency be requested to provide staff assistance in the above-mentioned project; and

THAT, the Board of Supervisors understands and will comply with Policy Council guidelines regarding the assessments of costs of the Planning Agency staff assistance.

Passed, approved, and adopted this 29<sup>th</sup> day of October 2019.

/s/Mark Sybesma  
Chairperson, Sioux County Board of Supervisors

Attest: /s/Ryan Dokter, Sioux County Auditor

AN AGREEMENT BETWEEN

THE NORTHWEST IOWA PLANNING AND DEVELOPMENT COMMISSION AND SIOUX COUNTY, IOWA

THIS AGREEMENT entered into this 29<sup>th</sup> day of October 2019, by and between the Northwest Iowa Planning and Development Commission called the Planning Agency) and Sioux County, Iowa (hereinafter called the County).

WHEREAS the County has been awarded grant funds from the Federal Emergency Management Agency (FEMA) for 75% or \$56,250 and

WHEREAS, the County will be responsible for 25% or \$18,750 local cash match, and

WHEREAS the County has passed and approved a RESOLUTION requesting the Planning Agency's assistance in carrying out the included "Scope of Services", and

NOW THEREFORE, it is hereby agreed by the Planning Agency and the County as follows: SECTION 1. Scope of Services

The Planning Agency shall provide and perform the necessary services required for assembling and preparing of a Countywide Multi-Jurisdictional Hazard Mitigation Plan (hereinafter referred to as the "Plan") in accordance with the requirements set forth by the Iowa Homeland Security and Emergency Management Department (HSEMD) and Federal Emergency Management Agency (FEMA). The Planning Agency will prepare and submit quarterly progress reports and will assist in the preparation of pay request to be submitted to HLSEM.

SECTION 2. Time of Performance

The services of the Planning Agency shall commence on November 1, 2019, or at such a time after November 1, 2019 which is mutually convenient for the County and the Planning Commission to commence starting the Plan, and shall be completed upon approval of Plan by FEMA and copies of plan furnished to the County.

SECTION 3. Method of Payment

The total maximum cost of services to the County shall be \$75,000 payable as follows: the County agrees to provide compensation as invoiced by the Planning Agency for eligible costs for work activities specified in the approved work program. The County will then be reimbursed from Iowa Homeland Security Emergency Management for such costs.

- Local match for the project will be broken out equally three ways between Sioux, O'Brien and Osceola Counties in the amount of \$6,250 per county. All other costs are reimbursed through the grant.

SECTION 4. Personnel

The Planning Agency represents that it has, or will secure, all personnel necessary in performing the services under SECTION 1 of this agreement.

SECTION 5. Property

The Planning Agency shall be free to acquire equipment and supplies, as it deems necessary, in the performance of work under this agreement.

SECTION 6. Services to be Furnished to the Planning Agency

The County shall make available to the Planning Agency as many meetings, and any reports, data, maps, including digital GIS data, or other public documents and information it possesses which are necessary in the performance of work under this agreement.

It is the responsibility of the County to establish a Multi-Jurisdictional Hazard Mitigation Committee comprised of representatives of each participating City and the County itself. The Committee composition shall also include, but not be limited to representation from the following agencies and/or organizations: School Districts(public and private),County and Local Law Enforcement agencies, Colleges and/or universities, Fire Departments, Hospital(s), historical organizations, and the general public.

The County's Emergency Management Coordinator, or another Board of Supervisors authorized person will be the primary point of contact between the County and the Planning Agency.

SECTION 7. Records Available

At any time during normal business hours and as often as necessary, each party shall make available to the other party all financial and administrative records with respect to all matters covered by this agreement.

SECTION 8. Number of Reports Furnished to County at End of Project

The Planning Agency shall provide fifteen(15) copies of the completed plan once the plan has been approved by FEMA and one(1) copy of the plan on a CD saved as PDF.

SECTION 9. Amendment of this Agreement

If, as the work progresses, major changes in the schedule, funding, scope or total cost of the work to be performed are necessary, the modifications shall be mutually agreed upon by both the County and the Planning Agency and shall be incorporated into this Agreement through a written amendment signed by both parties. These amendment provisions shall be in effect as of the date of the amendment unless otherwise specified within the agreement.

SECTION 10. Equal Opportunity in Employment

In connection with the carrying out of this agreement, all parties shall comply with Section VI of the Civil Rights Act of 1964 (78 Stat. 213) and Amendments and regulations issued thereto.

SECTION 11. Termination for Cause

This agreement may be terminated, for cause, by either party upon sixty (60) days written notice in the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

SECTION 12. Termination for Convenience

The performance of work under this contract may be terminated by either party in accordance with this clause in whole, or from time to time in part, whenever the determination is made that such determination is in the best interest of both parties. All reasonable costs associated with this contract and incurred up to the date of termination will be paid by the City. No payment will be made for work completed after termination of this contract.

SECTION 13. Contract Provisions for Non-Federal Entity Contracts under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 601.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations(29 CFR Part 3,"Contractorsand Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the

recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency(EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See §200.322 Procurement of recovered materials.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

APPROVED AS OF October 29, 2019

SIGNED

Northwest Iowa Planning  
and Development Commission

NWIPDC Finance Officer

/s/Mark Sybesma, Sioux County, Iowa  
/s/Ryan Dokter, Sioux County Auditor

11) The Chairman adjourned the meeting at 10:15 a.m. until 9:00 a.m. Wednesday, November 13, 2019.

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Mark Sybesma, Chairman  
Sioux County Board of Supervisors

ATTEST: \_\_\_\_\_  
Ryan Dokter  
Sioux County Auditor