



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (APRIL 26, 2016) (WEEK 17 OF 2016)

Agenda and Minutes also available at www.woodburycountyiowa.gov

Larry D. Clausen 389-5329 lclausen@woodburycountyiowa.gov
Mark A. Monson 204-1015 mmonson@woodburycountyiowa.gov
Jaclyn D. Smith 898-0477 jasmith@woodburycountyiowa.gov
Jeremy J. Taylor 259-7910 jtaylor@woodburycountyiowa.gov
Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held April 26, 2016 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. If you wish to speak on an item, please follow the seven participation guidelines adopted by the Board for speakers.

- 1. Anyone may address the Board on any agenda item after initial discussion by the Board.
2. Speakers will approach the microphone one at a time and be recognized by the Chair.
3. Speakers will give their name, their address, and then their statement.
4. Everyone will have an opportunity to speak. Therefore, please limit your remarks to three minutes on any one item.
5. At the beginning of the 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.
6. Any concerns or questions you may have which do not relate directly to a scheduled item on the agenda will also be heard under the first or final agenda item "Citizen Concerns."
7. For the benefit of all in attendance, please turn off all cell phones and other devices while in the Board Chambers.

AGENDA

- 4:30 p.m. 1. Call Meeting to Order - Pledge of Allegiance to the Flag - Moment of Silence
2. Citizen Concerns Information
3. Approval of the agenda April 26, 2016 Action
4. Approval of the minutes of the April 19, 2016 meeting Action
5. Discussion and approval of claims Action
6. Board of Supervisors - Jeremy Taylor
a. Good News Report: Veteran Affairs Information
b. Discussion and approval of Improvement Plans and Core Value Statements Action
c. Approval of resolutions honoring three volunteers from the Siouxland Center for Active Generations Action
7. Human Resources - Ed Gilliland
a. Approval of Memorandum of Personnel Transaction Action
b. Authorize Chairman to sign Authorization to Initiate Hiring Process Action
c. Nationwide Deferred Compensation Information

- |     |  |                                      |
|-----|--|--------------------------------------|
| 8.  | RML Architects – Mike Neswick<br>Authorize Chairman to sign agreement with the low bidder, WA Klinger of Sioux City for demolition and construction of a new entry plaza for the Woodbury County Law Enforcement Center  | Action                               |
| 9.  | Building Services – Kenny Schmitz<br>a. Courthouse- Southeast windows emergency repair contract<br>b. Discussion and approval of proposal and acceptance agreement with Bogenrief Studios, Inc.  | Action<br>Action                     |
| 10. | a. Approval of resolution adopting and levying special assessment in the Little Sioux Inter-County Drainage District of Monona, Woodbury and Harrison Counties, Iowa<br>b. Approval of resolution adopting and levying special assessment in the McCandless Inter-County Drainage District of Monona and Woodbury Counties, Iowa<br>c. Approval of resolution adopting and levying special assessment in the Sandhill-Lakeport Inter-County Drainage District of Monona and Woodbury Counties, Iowa<br>d. Approval of resolution adopting and levying special assessment in the Woodbury-Monona Lateral 2 Drainage District of Woodbury County, Iowa | Action<br>Action<br>Action<br>Action |
| 11. | Rural Economic Development – David Gleiser<br>Update on USDA RBDG Grant  | Action                               |
| 12. | Board Administration – Dennis Butler<br>a. Discussion and action on the Proposed FY 2016 Budget Amendment # 1 to be held May 24, 2016, at 4:45 p.m.<br>b. Local Option Sales Tax Update  | Action<br>Information                |
| 13. | County Auditor – Patrick Gill<br>Consideration and approval of a parking plan  | Action                               |
| 14. | Secondary Roads – Mark Nahra<br>a. Consideration of a tile crossing agreement in the highway right of way<br>b. Receive and consideration of award of quotations for a new motor grader<br>c. Consideration to award bid for PCC Paving Project RC-CO97(130)-9A-97   | Action<br>Action<br>Action           |

**Recess Board of Supervisors Meeting  
Convene Wolf Creek Drainage District Trustees Meeting**

15. Approval of minutes of April 19, 2016 meeting

**Adjourn Wolf Creek Drainage District Trustees Meeting  
Continue Board of Supervisors Meeting**

- |     |   |             |
|-----|---|-------------|
| 16. | Chairman's Report<br>a. Information on working group describing May 24, 2016, County Government Day<br>b. Rural meetings for the future<br>c. Labor-management quarterly meetings | Information |
| 17. | Reports on Committee Meetings   | Information |
| 18. | Citizen Concerns  | Information |
| 19. | Board Concerns and Comments   | Information |

# ADJOURNMENT

Subject to Additions/Deletions

## CALENDAR OF EVENTS

<b>MONDAY, APRIL 25</b>	<b>11:00 a.m.</b>	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
<b>TUESDAY, APRIL 26</b>	<b>12:00 noon</b>	Rural Woodbury County Development Committee Meeting, Woodbury County Courthouse, 8 <sup>th</sup> Floor
<b>MONDAY, MAY 2</b>	<b>6:00 p.m.</b>	Board of Adjustment meeting, Board of Supervisors' Chambers
<b>TUESDAY, MAY 3</b>	<b>4:45 p.m.</b>	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
<b>WEDNESDAY, MAY 4</b>	<b>12:00 noon</b>	District Board of Health Meeting, 1014 Nebraska St.
<b>THURSDAY, MAY 5</b>	<b>5:00 p.m.</b>	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
<b>WEDNESDAY, MAY 11</b>	<b>8:05 a.m.</b>	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
	<b>6:30 p.m.</b>	911 Service Board Meeting, Public Safety Center, Climbing Hill
	<b>8:00 p.m.</b>	County's Mayor Association Meeting, Public Safety, Center, Climbing Hill
<b>THURSDAY, MAY 12</b>	<b>7:00 p.m.</b>	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	<b>12:00 p.m.</b>	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
<b>MONDAY, MAY 16</b>	<b>8:00 a.m.</b>	Department Head Meeting, Large Conference Room, LEC
	<b>4:30 p.m.</b>	Community Action Agency of Siouxland Board Meeting, 2700 Leech
<b>WEDNESDAY, MAY 18</b>	<b>12:00 noon</b>	Siouxland Economic Development Corporation Meeting, 617 Pierce St.,
	<b>10:00 a.m.</b>	Senior Center Board of Directors Meeting, 313 Cook Street
<b>THURSDAY, MAY 19</b>	<b>11:00 a.m.</b>	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
<b>MONDAY, MAY 23</b>	<b>6:00 p.m.</b>	Zoning Commission Meeting, Board of Supervisors' Chambers
	<b>7:30 p.m.</b>	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Merville, Iowa.
<b>TUESDAY, MAY 24</b>	<b>2:00 p.m.</b>	Decat Board Meeting, Western Hills AEA, Room F
	<b>11:00 a.m.</b>	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa

**The following Boards/Commission have vacancies:** Commission To Assess Damages - Category A, Category B, Category C and Category D

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.*



The Board of Supervisors met on Tuesday, April 19, 2016 at 3:30 p.m. Board members present were Monson, Ung, Smith, Taylor, and Clausen. Staff members present were Dennis Butler, Budget Tax Analyst, Karen James, Board Administrative Coordinator, Ed Gilliland, Human Resources Director and Patrick Gill, Auditor/Clerk to the Board.

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

Motion by Monson second by Ung to go out of closed session per Iowa Code Section 21.5(1)(c). Carried 4-0 on roll-call vote.

Supervisor Clausen arrived after the completion of the closed session.

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

- 3. Brian Johnson, 4873 Bradford Ln, Sioux City, addressed a concern with a late arriving tax payment.

- 7d. A public hearing was held at 4:35 p.m. for the sale of parcel #001995, 613 W. 2<sup>nd</sup> St. The Chairperson called on anyone wishing to be heard.

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

Motion by Monson second by Clausen to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to Carlos Ayala, 205 Sparks St., Sioux City, for real estate parcel #001995, 613 W. 2<sup>nd</sup> St. for \$213.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD  
OF SUPERVISORS OF WOODBURY COUNTY, IOWA  
RESOLUTION #12,352**

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

**By Carlos Ayala** in the sum of Two Hundred Thirteen Dollars & 00/100 (\$213.00)-----  
-----dollars.

For the following described real estate, To Wit:

**Parcel #001995**

**The Easterly 55 feet of Lot 6 in Block 8, Sioux City Addition to Sioux City, in the County of Woodbury and State of Iowa  
(613 W 2<sup>nd</sup> Street)**

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

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

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

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

**SO DATED** this 19<sup>th</sup> Day of April, 2016.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

7e. A public hearing was held at 4:37 p.m. for the sale of parcel #034320, 1010 12<sup>th</sup> St. The Chairperson called on anyone wishing to be heard.

Motion by Monson second by Smith to close the public hearing. Carried 5-0.

Motion by Monson second by Ung to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to Robert and Vicky Higgins, 4542 Manor Cir., Sioux City, for real estate parcel #034320, 1010 12<sup>th</sup> St. for \$246.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD  
OF SUPERVISORS OF WOODBURY COUNTY, IOWA  
RESOLUTION #12,353**

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

**By Robert & Vicky Higgins** in the sum of Two Hundred Forty-Six Dollars & 00/100 (\$246.00)-----  
-----dollars.

For the following described real estate, To Wit:

**Parcel #034320**

**East 38.5 ft West 110 ft of Lot 1 in Block 109 East 40 ft of Lot 1 in Block 109, Sioux City East Addition, City of Sioux City, Woodbury County, Iowa (1010 12<sup>th</sup> Street)**

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

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

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

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

**SO DATED** this 19<sup>th</sup> Day of April, 2016.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

4. Motion by Clausen second by Monson to approve the Agenda for April 19, 2016. Carried 5-0. Copy filed.

5. Motion by Monson second by Ung to approve the minutes of the April 11, 2016 Board meeting. Carried 5-0. Copy filed.

- 6. Motion by Ung second by Monson to approve the claims totaling \$305,809.78. Carried 5-0. Copy filed.
- 7a. Motion by Monson second by Clausen to receive for signatures a Resolutions thanking and commending Debra Kobold and Eileen Whitehouse for their years of service to Woodbury County. Carried 5-0.

**WOODBURY COUNTY, IOWA  
RESOLUTION #12,354  
A RESOLUTOIN THANKING AND COMMENDING  
DEBRA KOBOLD  
FOR HER SERVICE TO WOODBURY COUNTY**

**WHEREAS**, Debra Kobold has capably served Woodbury County as an employee of the Woodbury County Treasurer's Office for 37 years from October 2, 1979 to April 22, 2016; and

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

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

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

**BE IT SO RESOLVED** this 19th day of April, 2016.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

**WOODBURY COUNTY, IOWA  
RESOLUTION #12,355  
A RESOLUTION THANKING AND COMMENDING  
EILEEN WHITEHOUSE  
FOR HER SERVICE TO WOODBURY COUNTY**

**WHEREAS**, Eileen Whitehouse has capably served Woodbury County as an employee of the Woodbury County Treasurer's Office for 19 years from July 21, 1997 to May 6, 2016; and

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

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

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

**BE IT SO RESOLVED** this 19th day of April, 2016.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 7b. Motion by Monson second by Clausen to approve and authorize the Chairperson to sign a Resolution for suspension of taxes through the redemption process for Dennis Trizila, 3520 Park View Blvd., parcel #894723385011. Carried 5-0.

**WOODBURY COUNTY, IOWA  
RESOLUTION #12,356**

**RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES THROUGH THE REDEMPTION PROCESS**

**WHEREAS**, Dennis Trizila as joint titleholders of a property located at 3520 Park View Blvd., Sioux City, Woodbury County, Iowa, and legally described as follows:

**Parcel # 894723385011**

**KELLY PARK LOTS 13 & 14 BLK 23**

**WHEREAS**, Dennis Trizila, as joint titleholders of the aforementioned property has petitioned the Board of Supervisors for a suspension of taxes pursuant to the 1999 Iowa Code Section 447.9(3) and,

**WHEREAS**, the Board of Supervisors recognizes from documents provided that the petitioner is unable to provide to the public revenue; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby directs the County Auditor to redeem this property Parcel #894723385011 owned by the petitioner from the holder of a certificate of purchase of the amount necessary to redeem under section 447.9, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this parcel.

**SO RESOLVED** this 19th day of April, 2016.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 7c. Motion by Monson second by Smith to approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #194610, 322 Argonne Pl., Sioux City. Carried 5-0.

**RESOLUTION #12,357  
NOTICE OF PROPERTY SALE**

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

**Lot Nine of Block Four in Hatfields Addition to City of Sioux City, Woodbury County, Iowa (322 Argonne Pl.)**

**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 **3<sup>rd</sup> Day of May, 2016 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 **3<sup>rd</sup> Day of May, 2016**, 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 \$37.00** plus recording fees.

Dated this 19<sup>th</sup> Day of April, 2016.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 8. Information was presented by Jeremy Taylor on Secondary Roads and ESGR (Employer Support of the Guard and Reserve). Copy filed.

- 9a. Information was presented by Erika Newton, Executive Director of the Tyson Events Center, on the Roger Brooks Community Assessment. Copy filed.
- 9b. Information presented by David Gleiser, Rural Economic Development, on the 62<sup>nd</sup> Annual Siouxland Washington Conference & Steak Reception. Copy filed.
- 10a. Motion by Monson second by Taylor to approve the separation of Raymond Richtermeier, Temporary Equipment Operator, Secondary Roads Dept., effective 4-18-16. End of Temporary Work.; the separation of Delyane Folsom, Temporary Equipment Operator, Secondary Roads Dept., effective 4-20-16. End of Temporary Work.; the separation of Debra Kobold, % Deputy, County Treasurer Dept., effective 04-22-16. Retirement.; and the reclassification of John Forch, District Foremen, Secondary Roads Dept., effective 5-06-16, \$63,168/year, 2%=\$1,330/yr. Per Wage Plan Matrix, 4 year Salary Increase. Carried 5-0. Copy filed.
- 10b. Motion by Clausen second by Ung to authorize the Chairperson to sign the Authorization to initiate the hiring process for F/T Operations Officer, Emergency Services Dept., Wage Plan Matrix: \$13.90-\$15383/hour, FY 16/17 Wage. Carried 5-0. Copy filed.
- 10c. Motion by Monson second by Ung to approve the request of Debra Kobold to remain on County Health and Dental Insurance Plans. Carried 5-0. Copy filed.
- 10d. Motion by Monson second by Ung to approve the Nepotism Policy. Carried 5-0. Copy filed.
- 10e. Information on was presented on the Express Scripts audit. Copy filed.
- 11a. Motion by Clausen second by Monson to receive the appointment of Alan Weber, 3983 Danbury Black Top, Mapleton, IA, as Trustee for Oto Township, to fill the office previously held by James Pierick, until the next regular election. The appointment was made on March 22, 2016. Carried 5-0. Copy filed.
- 11b. Motion by Clausen second by Taylor to receive the appointment of Judy Monson, 300 3<sup>rd</sup> St., Sergeant Bluff, IA, as Clerk for Woodbury Township, to fill the office previously held by Casey Lee, until the next regular election. The appointment was made on April 1, 2016. Carried 4-0; Monson abstained. Copy filed.
- 11c. Motion by Smith second by Clausen to receive the County Recorder's Report of Fees Collected from 01/01/16 through 03/31/16. Carried 5-0. Copy filed.
- 11d. Motion by Monson second by Smith to receive the Auditor's Quarterly Report on the 1<sup>st</sup> quarter ending 03/31/16. Carried 5-0. Copy filed.
- 12a. Motion by Clausen second by Taylor to approve the application for the 2017 EMS System Development Grant for the amount of \$7,713.00. Carried 5-0. Copy filed.
- 12b. Motion by Smith second by Clausen to approve Dawn Zahnley from Emergency Services to be the Authorized Official and Jean Jessen from the Auditor's office to be the Fiscal Officer for the purpose of administering the grant. Carried 5-0. Copy filed.
13. Information was presented by John Pylelo, Planning & Zoning, about citizen inquiry to purchase county owned real estate. Tami Mullenix, 5928 Four Seasons Dr, Sioux City, thanked the Board for their consideration. Copy filed.
14. Information was presented by Kenny Schmitz, Building Services, on Courthouse-South East windows needing emergency repair. Copy filed.
15. Motion by Ung second by Monson to approve and authorize the Chairperson to sign a Resolution declaring a state of emergency exists pertaining to windows located in courtroom 203 of the Woodbury County Courthouse. Carried 5-0.



**A RESOLUTOIN DECLARING A STATE OF EMERGENCY EXISTS PERTAINING TO WINDOWS LOCATED IN COURTROOM 203 OF THE WOODBURY COUNTY COURTHOUSE**

**WHEREAS**, the Woodbury County Building Services was notified of damage relating to windows located in Courtroom 203 of the Woodbury County Courthouse and

**WHEREAS**, Woodbury County engaged Cannon Moss Brygger Architects to inspect the windows in question and

**WHEREAS**, Cannon Moss Brygger Architects has completed a report and written a letter to the Chairperson of the Woodbury County Supervisors notifying them that in their professional opinion that a state of emergency exists where action is needed immediately to protect from further property damage and prevent serious injury or possible death and

**WHEREAS**, the Woodbury County Supervisors are convinced the windows in Courtroom 203 of the Woodbury County Courthouse are in need of emergency repair,

**BE IT THEREFORE RESOLVED** by the Board of Supervisors, Woodbury County, Iowa, hereby declares that a state of emergency exists in regards to the windows in Courtroom 203 of the Woodbury County Courthouse and that immediate action is needed to protect the County from further property damage and to prevent serious injury or possible death.

**BE IT FURTHER RESOLVED** that the Woodbury County Supervisors intend to take any reasonable action allowable under Iowa Law to protect the County from further property damage and prevent serious injury or possible death.

**SO RESOLVED** this 19<sup>th</sup> day of April, 2016  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 16. Motion by Monson second by Ung to approve and authorize the Chairperson to sign a Resolution setting the date for the public hearing on 2016 Amendment to the Liberty Park Urban Renewal Area and Plan to be held on May 17, 2016 at 4:45 p.m. Carried 5-0.

**RESOLUTON #12,359  
SETTING DATE FOR A PUBLIC HEARING ON 2016 AMENDMENT TO THE LIBERTY PARK URBAN RENEWAL AREA AND PLAN**

**WHEREAS**, the Board of Supervisors of Woodbury County, Iowa (the "County") has created the Liberty Park Urban Renewal Area (the "Urban Renewal Area") and has approved an urban renewal plan for the Urban Renewal Area; and

**WHEREAS**, Chapter 403 of the Code of Iowa requires that, before a county approves any new urban renewal project, a county must amend the existing urban renewal plan to describe and include that new project; and

**WHEREAS**, an amendment to the urban renewal plan for the Urban Renewal Area has been prepared which proposes to change the name of the Urban Renewal Area to Grow Woodbury County Urban Renewal Area, and to add new property and a project with the city of Sergeant Bluff, and

**WHEREAS**, it is necessary that a date be set for a public hearing on this proposal;

**NOW, THEREFORE**, Be It Resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

This Board will meet at the Woodbury County Courthouse, Sioux City, Iowa, on the 17th day of May, 2016, at 4:45 o'clock p.m., at which time and place it will hold a public hearing on the proposed 2016 amendment to the Urban Renewal Area and plan

Notice of the hearing shall be published, the same being in the form attached to this resolution, which publication shall be made in a newspaper of general circulation in Woodbury County, which publication shall be not less than four (4) nor more than twenty (20) days before the date set for the hearing.

Pursuant to Section 403.5 of the Code of Iowa, Dennis Butler is hereby designated as the County's representative in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved April 19, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 17a. Motion by Smith second by Clausen to approve and authorize the Chairperson to sign a Resolution Weed Destruction Order. Carried 5-0.

**WOODBURY COUNTY, IOWA  
RESOLUTION #12,360  
WEED DESTRUCTION ORDER**

WHEREAS, it is the responsibility of each of Iowa County's Board of Supervisors to enforce the provisions of Chapter 317 of the Code of Iowa as amended with regard to the destruction of weeds, and

WHEREAS, under Chapter 317 of the Code of Iowa as amended each county Board of Supervisors must prescribe and order a program of weed destruction to be followed by landowners, tenants, and other persons in possession or control of land, and

WHEREAS, it has been determined by the Woodbury County Board of Supervisors that a program of weed destruction for the year 2016 is necessary,

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa that each landowner, tenant or other person in possession or control of private land shall on or before the dates stated below, destroy the below-listed noxious weeds on their land by spraying them with a suitable herbicide in a strength sufficient to kill such weeds.

1. May 16, 2016 - for musk, thistle, sow thistle, bull thistle, leafy spurge, perennial pepper grass, sour dock perennial, smooth dock perennial, and sheep sorrel perennial.
2. June 6, 2016 - for Canada thistle, Russian knapweed, buckhorn perennial, wild mustard annual, horse nettle, and teasel biennial.
3. June 13, 2016 - for field bindweed, wild carrot biennial, and quack grass.
4. June 20, 2016 - for butterprint annual, puncture vine annual, and cocklebur annual.
5. July 4, 2016 - for wild sunflower annual and poison hemlock.
6. October 3, 2016 - all thistles in the rosette stage.

BE IT FURTHER RESOLVED AND ORDERED that any person using county road Right-of-Way for haying or grazing are responsible for following the labeled restrictions listed on the following products used by Woodbury County Weed Commissioner: Grazon P&D, Streamline, and Perspective.

BE IT FURTHER RESOLVED AND ORDERED that all weeds on county trunk and local roads and between the fence lines of such roads, whether they be noxious weeds or other weeds, shall be cut or otherwise destroyed, to prevent seed production, by the owner of the land adjoining the road on or before June 17, 2016.

BE IT FURTHER RESOLVED that weeds that are not destroyed in compliance with the above order may be destroyed by the Weed Commissioner, and the costs of destruction by the Weed Commissioner, including the cost of serving notice, plus a penalty of twenty-five percent of total costs shall be assessed against the property upon which the weeds were destroyed, in the case of private lands, or against the adjoining land, in the case of weeds on county roads. Landowners are to contact Weed Commissioner and notify him if there are areas that should not be sprayed with herbicides.

SO RESOLVED this 19<sup>th</sup> day of April, 2016  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 17b. Motion by Ung second by Monson to approve a permit for permit for overhead or underground utilities in the Highway Right of Way for Oak Hill Consulting. Carried 5-0. Copy filed.
- 17c. Motion by Monson second by Ung to approve the contract of corrugated metal pipe culverts for 2016 with Metal Culverts Inc. for \$99,572.33. Carried 5-0. Copy filed.
- 17d. Motion by Clausen second by Monson to approve a permit to work in the right of way for Soil Solutions. Carried 5-0. Copy filed.
- 17e. Motion by Monson second by Smith to approve a permit to work in the right of way for Cardis Manufacturing. Carried 5-0. Copy filed.
- 17f. Motion by Clausen second by Ung to approve a permit to work in the right of way for Greg Trucke. Carried 5-0. Copy filed.
- 17g. Motion by Monson second by Smith to approve a permit to work in the right of way for Brett Johnston. Carried 5-0. Copy filed.
- 17h. Motion by Smith second by Taylor to award Project #BROS-CO97(120)—5F-97 to Graves Construction for \$904,0863.92. Carried 5-0. Copy filed.
- 17i. Motion by Ung second by Clausen to award Project #L-B(X14)—73-97 to Graves Construction for \$490,806.48. Carried 5-0. Copy filed.
- 17j. Motion by Monson second by Ung to award Project #FAMA Site 11—73-97 to Niewohner Construction for \$161,766.40. Carried 5-0. Copy filed.

The Board recessed for a meeting of the Wolf Creek Drainage District.

The Supervisors meeting was called back to order.

- 19. Motion by Smith second by Ung to make April 27<sup>th</sup>, 2016 Denim Day. Carried 5-0. Copy filed.
- 20. The Chairperson reported on day to day activities.
- 21. The Board members reported on their committee meetings.
- 22. Citizen concerns.
- 23. Board concerns and comments.

The Board adjourned the regular meeting until April 26, 2016.

Meeting sign in sheet. Copy filed.

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE**



Date: April 21, 2016

Weekly Agenda Date: April 26, 2016

<b>ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:</b> Supervisor Jeremy Taylor		
<b>WORDING FOR AGENDA ITEM:</b> Good News Report: Veteran Affairs		
<b>ACTION REQUIRED:</b>		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input checked="" type="checkbox"/>	Attachments <input type="checkbox"/>

**EXECUTIVE SUMMARY:** A veteran client who our Veteran Affairs Department helped obtain service connection was later diagnosed with terminal cancer. Having assisted with his claims following the diagnosis, eventually the Woodbury County VA Department worked with his widow after his death. His last wish was to assist by donating in memoriam to the Wounded Warrior Project and Support Siouxland Soldiers; this was a way he could serve not only in life but also after his death.

**BACKGROUND:** Danielle Dempster, the Director, had what she described as a “rare and wonderful opportunity” to help fulfill these last wishes and also by carrying a check to the Wounded Warrior Project and Support Siouxland Soldiers. Once his widow came in and found that his last wishes had been fulfilled, they both cried knowing his final wish had been fulfilled. In addition to serving 4,000 veterans in Woodbury County during their lives, the Woodbury County Veterans Affairs Department had a great opportunity to honor one who had given so much to his country.

**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:** Receive the information.

**ACTION REQUIRED / PROPOSED MOTION:** Receive the information and appreciate the folks and Commission who work to support this department and those they in turn serve.

*Approved by Board of Supervisors April 5, 2016.*

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE**



Date: April 22, 2016

Weekly Agenda Date: April 26, 2016

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervisor Jeremy Taylor

**WORDING FOR AGENDA ITEM:** Discussion and approval of Improvement Plans and Core Value Statements

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:** The Board set a goal in long-term planning to have a new vision statement, departmental mission statement and core value statements in addition to improvement plans.

**BACKGROUND:** During the department head meeting, unanimous consent was given to bringing before the Board from both department head and elected officials these core value statements. These core value statements are a product of three separate and one collective meeting regarding long term planning. After one small revision, these core value statements are asked to be approved by the Board of Supervisors. With the Board's approval, the process of a new vision statement, departmental mission statements, and these guiding statements are now complete.

The following are the Core Values statements:

- A) We respond professionally to the citizens we serve who can expect respectful, honest, courteous treatment.
- B) We provide high quality services that are efficient, accessible, innovative and technologically up-to-date.
- C) We relate openly to the public with transparency and two-way communication.
- D) We maintain a healthy, productive work environment with clear work goals, appropriate training and supervision, regular performance appraisals, and an appreciative team.

**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 core value statements and receive department improvement plans. Liaisons should make sure to work, coach, and help support departmental goals.

**ACTION REQUIRED / PROPOSED MOTION:** Approve the core values statements and receive the improvement plans

*Approved by Board of Supervisors April 5, 2016.*

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE**



Date: April 22, 2016

Weekly Agenda Date: April 26, 2016

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervisor Jeremy Taylor

**WORDING FOR AGENDA ITEM:** Approval of resolutions honoring three volunteers from the Siouxland Center for Active Generations

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:** This resolution honors three volunteers from the Siouxland Center for Active Generations.

**BACKGROUND:** see attached resolutions.

**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 following resolutions.

**ACTION REQUIRED / PROPOSED MOTION:** Approve the following resolutions.

*Approved by Board of Supervisors April 5, 2016.*



WOODBURY COUNTY, IOWA

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

A RESOLUTION THANKING AND COMMENDING

*Frank Morse*

FOR YOUR SERVICE TO WOODBURY COUNTY

WHEREAS, Frank Morse has demonstrated himself to be an outstanding citizen of Woodbury County by volunteering with the Siouxland Center for Active Generations; and

WHEREAS, Frank has been a Senior Helpmate volunteer driver for nearly 9 years; whereas Frank and his Helpmate colleagues help older residents retain their independence by getting them to doctor's appointments, grocery stores, and other necessary trips; whereas he has driven over 123,000 miles which equals 4,900 trips; without his support, such support to Siouxland Center for Active Generations would not be possible; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of this Board thank and commend Frank Morse for his years of service to Woodbury County; and

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

BE IT SO RESOLVED this 26th day of April, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Jeremy J. Taylor, Chairman

\_\_\_\_\_  
Jaclyn D. Smith, Member

\_\_\_\_\_  
Larry D. Clausen, Member

\_\_\_\_\_  
Mark A. Monson, Member

\_\_\_\_\_  
Matthew A. Ung, Member

Attest:

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

WOODBURY COUNTY, IOWA

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

A RESOLUTION THANKING AND COMMENDING

*Wendy Beavers*

FOR YOUR SERVICE TO WOODBURY COUNTY

WHEREAS, Wendy Beavers has demonstrated herself to be an outstanding citizen of Woodbury County by volunteering with the Siouxland Center for Active Generations; and

WHEREAS, through Mercy Home Care, Wendy has been instrumental in making Cruise Week as fun as it is, whereas she has always worked to improve that week's activities for numerous years now by providing photo booths, gaming tables, games, and so much more; whereas she has also furnished treats and prizes at the center whenever she has been asked; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of this Board thank and commend Wendy Beavers for her years of service to Woodbury County; and

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

BE IT SO RESOLVED this 26th day of April, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Jeremy J. Taylor, Chairman

\_\_\_\_\_  
Jaclyn D. Smith, Member

\_\_\_\_\_  
Larry D. Clausen, Member

\_\_\_\_\_  
Mark A. Monson, Member

\_\_\_\_\_  
Matthew A. Ung, Member

Attest:

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

WOODBURY COUNTY, IOWA

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

A RESOLUTION THANKING AND COMMENDING

*Ron McKewon*

FOR YOUR SERVICE TO WOODBURY COUNTY

WHEREAS, Ron McKewon has demonstrated himself to be an outstanding citizen of Woodbury County by volunteering with the Siouxland Center for Active Generations; and

WHEREAS, Ron has taught painting classes, entertained at the center, played for fundraiser dances, and has created beautiful art work for the Fall Follies and other events; whereas he is always up for a challenge, contacts news stations when photo opportunities happen at the center, and wrote an essay for our United Way application; whereas he has been giving of his time & talents to Siouxland Center for Active Generations for over 14 years; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of this Board thank and commend Ron McKewon for his years of service to Woodbury County; and

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

BE IT SO RESOLVED this 26th day of April, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Jeremy J. Taylor, Chairman

\_\_\_\_\_  
Jaclyn D. Smith, Member

\_\_\_\_\_  
Larry D. Clausen, Member

\_\_\_\_\_  
Mark A. Monson, Member

\_\_\_\_\_  
Matthew A. Ung, Member

Attest:

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

#76

HUMAN RESOURCES DEPARTMENT  
MEMORANDUM OF PERSONNEL TRANSACTION

DATE: April 26, 2016

\* PERSONNEL ACTION CODE:

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Dawson, David	County Attorney	4-25-16	Asst. County Attorney	\$62,563/year		R	Salary Change back to 100% due to end of Legislative session.
Kafton, Justin	Secondary Roads	5-11-16	Temporary Equipment Operator			S	End of Temporary Work.
Uhl, Adam	Secondary Roads	5-11-16	Temporary Equipment Operator			S	End of Temporary Work.

APPROVED BY BOARD DATE:

ED GILLILAND, HR DIRECTOR: 

**WOODBURY COUNTY**  
**HUMAN RESOURCES DEPARTMENT**

**TO:** Board of Supervisors and the Taxpayers of Woodbury County  
**FROM:** Ed Gilliland, Human Resources Director  
**SUBJECT:** Memorandum of Personnel Transactions  
**DATE:** April 26, 2016

For the April 26, 2016 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) Asst. County Attorney, Salary Change to 100%.
- 2) Secondary Roads (2) Temporary Equipment Operators, Separation.

Thank you

#7c

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REC**

Date: 4-21-16

Weekly Agenda Date: 4-26-16

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Ed Gilliland-HR & Danielle Dempster-Veteran Affairs

**WORDING FOR AGENDA ITEM:** Authorize Chairman to Sign Authorization to Initiate Hiring Process

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:** On 2/9/16, the Board of Supervisors approved adding a Service Officer to our staff.

**BACKGROUND:** Attached please find the letter which was submitted with the original request.

**FINANCIAL IMPACT:** Salary and benefits, about \$52,500 and associated costs for workspace and training.

**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:** Woodbury County Commission of Veteran Affairs recommends the hiring process begin.

**ACTION REQUIRED / PROPOSED MOTION:** Motion to Authorize Chairman to Sign Authorization to Initiate Hiring Process.

*Approved by Board of Supervisors April 5, 2016.*

**HUMAN RESOURCES DEPARTMENT  
WOODBURY COUNTY, IOWA**

**DATE: April 26, 2016**

**AUTHORIZATION TO INITIATE HIRING PROCESS**

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Veteran Affairs	Service Officer	Wage Plan comparability with AFSCME Courthouse Contract (Pay Grade 5):  \$18.48/hour		
	*Please See Attached Memo of Explanation			

\_\_\_\_\_  
Chairman, Board of Supervisors



**Woodbury County Commission of Veteran Affairs**  
1211 Triview Avenue  
Sioux City, Iowa 51103  
Phone: 712-279-6605 or 6606  
Fax: 712-224-4093



**Leon Koster**  
Chairman

**Vicki DeWitt**  
Secretary

**William Burkhart**  
Member

**Katherine Moreno**  
Member

**Lincoln Ryan**  
Member

**Woodbury County  
Board of Supervisors**  
620 Douglas Street  
Sioux City, IA 51101

**February 16, 2016**

**Re: New CVSO**

**Dear Supervisors:**

We, the Woodbury County Commission of Veteran Affairs, were very pleased to have the Supervisors approve a desperately needed County Veteran Service Officer (CVSO). We believe this position will work toward our quest to provide the best service possible to Woodbury County Veterans. This position was requested due to ever increasing foot traffic, changes in office requirements and changes in available benefits. The CVSO will help the current staff to improve effectiveness and efficiency, as well as the potential to reach more Veterans and to improve their lives by obtaining Veterans benefits.

The need for a third CVSO was considered in the planning of our office, but became more apparent upon doing business in the TriView location. Word of mouth, easier access and better visibility, has enabled many more Woodbury County Veterans to inquire and to utilize our services. The TriView location is a wonderful asset to our Veterans. However, our current square footage is insufficient to continue to serve our clients, or to house another staff member. We understand there have been multiple discussions regarding 1211 Triview. We also understand that we may be required to pay rent in order to access the space needed. We request that any future discussions regarding the building would include Director Dempster. We trust her to keep us informed and involved in this process.

To ensure fulfillment of Iowa Code and to properly serve Veterans, we are expected to provide outreach and obtain continuing education, requiring staff to leave the office. With an additional Service Officer, we will provide more availability to the public, as well as direct contact with potential pensioners. We receive 35-50 new contacts per month from the Iowa Department of Veteran Affairs (IDVA). These potential clients currently receive only a mailer requesting personal and financial information; response is extremely limited. One new pensioner in receipt of maximum benefit would bring over \$2000 per month into our county. The ability to serve an even larger clientele would add to the receipt of benefits by our Veterans, as a result of our efforts. [FY14 \$34,331,000/FY10 \$22,312,000 (Numbers include all VA benefits provided to Woodbury County residents)].



Our staff has worked diligently to handle an incredibly increased Federal caseload (from less than 700 clients in 2005, to 3177 current clients). The office also assists about 1000 clients with issues that do not involve entry into the Federal database (assistance, discharges, driver's license and plates, Iowa benefits, Veterans Home and others). While located in the Courthouse, we averaged 100 visitors per month. In 2010, the monthly average rose to an average of 184 visitors per month. Our current foot traffic averages 222 visitors per month, about 21% more than our first year at the new location, which was a 210% increase over the Courthouse location. The resignation of the last Service Officer was partially caused by a totally overwhelming workload. More and more Veterans are filing for pension and compensation. The need for more staff has existed for years, but is currently a necessity. The new CVSO will share the workload, ensuring Veterans are served accurately and timely, while allowing Director Dempster to fulfill her increased responsibilities, including maintaining and developing working relationships with community partners.

To allow expanded service and staff, we require the addition of an equipped private office and increased storage. We also require a place to hold Commission meetings (currently held in the shared Conference room) and a break area for staff (also currently in the shared Conference room, if available). There would also be a need for expenses for education/training, database license, etc. Again, the Commission is very grateful for the opportunity to expand our staff and improve our services. We appreciate your consideration and look forward to working through any and all requirements allowing us to expand our space. We are excited for the opportunity to obtain more benefits to improve the lives of our Veterans, which will improve our local economy. Please provide us with direction and action.

Sincerely,

**Leon Koster**  
Chairman

**Vicki DeWitt**  
Secretary

**Bill Burkhart**  
Member

**Katherine Moreno**  
Member

**Lincoln Ryan**  
Member

\*Foot traffic is over 200% more than in the Courthouse and continues to grow.

Changes in office requirements include serving more newly discharged Veterans, war-era Veterans retiring and entering nursing facilities, additional training, Veterans Court and more.

Changes in benefits include more complicated claims and appeals, presumptive conditions and constantly changing policies.

#7a

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE**

Date: 4-21-16

Weekly Agenda Date: 4-26-16

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Ed Gilliland /Matt Ring, Nationwide Rep.

**WORDING FOR AGENDA ITEM:** Nationwide Deferred Compensation-Discussion Only

**ACTION REQUIRED:**

Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input checked="" type="checkbox"/>	Attachments <input checked="" type="checkbox"/>

**EXECUTIVE SUMMARY:** The purpose of bringing this item before the Board is to develop a greater awareness and understanding of the current Nationwide Deferred Compensation Plan.

**BACKGROUND:** The Deferred Compensation Plan is vastly underutilized by Woodbury County employees.

**FINANCIAL IMPACT:**

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

Yes  No

**RECOMMENDATION:** We would like to bring this back before the Board in a month for Action and Discussion. Action would be permission to promote employee education of the plan and put the proper fees in place.

**ACTION REQUIRED / PROPOSED MOTION:**

*Approved by Board of Supervisors April 5, 2016.*

457 Deferred  
Compensation Plan

Strategies to help  
secure your future.



**Nationwide**  
Is on your side

The 457 deferred compensation plan offered by your employer is a smart way to save money for your retirement. It makes investing easy and can help you create a more financially secure future for you and your family.

## What is a 457 plan?

A 457 deferred compensation plan (deferred comp) is a retirement plan that allows public employees like you to set aside money for retirement from every paycheck.

Benefits include:

- **Can help bridge the gap** between your pension and Social Security, and the income you'll need in retirement
- **Contributions and potential earnings are tax-deferred**
- **Designed for long-term investing**

---

65% of households are "at risk" of not having enough to maintain their living standards in retirement.<sup>1</sup>

---

<sup>1</sup>Source: National Retirement Risk Index (2010). Includes health and long-term care costs.



## Why invest in deferred comp?

For most Americans, pension and Social Security benefits will not provide enough retirement income.

**1/2**

On average, a pension provides about  $\frac{1}{2}$  of current income after 25 years of service<sup>2</sup>

UP TO  
**90%**

Most experts suggest you will need 70%-90% of current income to maintain your standard of living<sup>2</sup>

**\$\$\$**

At an average annual inflation rate of 4%, in 20 years you'll need \$10,000 to buy what \$5,000 buys now<sup>3</sup>

Deferred comp also takes into account that you may retire sooner than workers in other sectors, so if you retire before age 59½, there are no penalties to pay.

<sup>2</sup>Hewitt Study Reveals Widening Gap Between Retirement Needs and Employee Saving Behaviors.  
<http://hr.cch.com/news/pension/072308.asp>, accessed 6/15/11.

<sup>3</sup>How Prepared are State and Local Workers for Retirement?  
Center for Retirement Research at Boston College (October 2011).

## Benefits of a tax-deferred plan.


Deferred comp helps you invest more because contributions are pre-tax. Your taxable income is reduced by the amount you defer.

Your investments also potentially grow tax-deferred, meaning you don't pay taxes until you start to make withdrawals, typically in retirement.

### Pre-tax deferrals help you save more



This hypothetical illustration assumes a 25% tax rate, \$50 biweekly deferrals (for 25 years), and a 7% rate of return with reinvestment of income. Totals shown are after-tax lump sums. The tax-deferred total does not reflect fees and expenses incurred under a particular investment, which would reduce the performance shown. This information is not intended to predict or project results of any investment. Investment return is not guaranteed and will vary.



## Deferred comp gives you options.

Deferred comp is flexible by design, making participating easy:

- ✓ **You decide how much to contribute** and where to invest
- ✓ **Contributions are deducted automatically**
- ✓ **Many people increase contributions** annually or after receiving a raise
- ✓ **Other retirement assets can be consolidated** into your plan
- ✓ **Special catch-up provisions** allow people age 50 and over to save even more





## How much should you put into deferred comp?

How much you save depends on your financial goals, estimated expenses and desired lifestyle in retirement. You'll also want to consider:


- **Inflation**
- **Rising health care costs**
- **Longer life expectancy**

The IRS sets limits on how much you can contribute to deferred comp every year. You'll find information on current guidelines in the Library at **NRSforU.com**.

---

Set goals, track progress and find ways to improve your retirement using the *On Your Side* Interactive Retirement Planner<sup>SM</sup> at **NRSforU.com**.

---

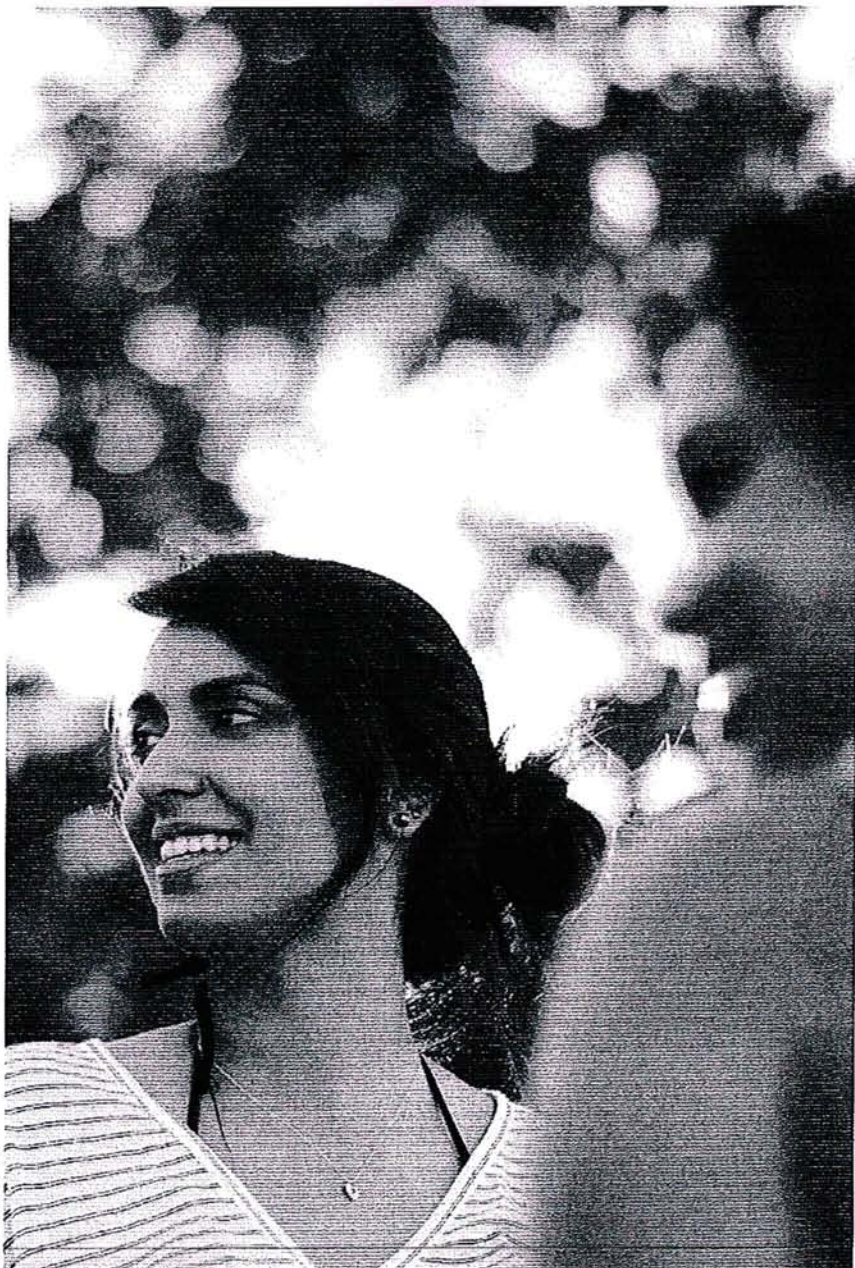


## It only takes a few minutes to enroll.

The more time your money is invested,  
the more time it has to grow. So it's smart  
to start investing in deferred comp now.

To enroll or learn more:

- Contact or call a Nationwide Retirement Specialist at 1-855-463-4977
- Visit [NRSforU.com](http://NRSforU.com)



## Why Nationwide?

Nationwide is a Fortune 100 company with more than 40 years of experience in helping public sector employees prepare for and live in retirement.

As a participant in a Nationwide plan, you're a valued member of the community that genuinely cares about helping you reach your personal financial goals. We are committed to putting you first — because what matters to us is where you want to go, and how you're going to get there.

**In the Nation, we put you first.**

**To enroll today or learn more, contact  
your local Nationwide Retirement Specialist  
or call 1-855-463-4977**

Information provided by representatives is for educational purposes only and is not intended as investment advice. Federal income tax laws are complex and subject to change. The information in this brochure is based on current interpretations of the law and is not guaranteed. Neither Nationwide nor its representatives give legal or tax advice. Please consult your attorney or tax advisor for answers to specific questions.

Plan representatives are registered representatives of Nationwide Investment Services Corporation, member FINRA.

Nationwide Retirement Solutions, Inc. and Nationwide Life Insurance Company (collectively "Nationwide") have endorsement relationships with the National Association of Counties and the International Association of Fire Fighters Financial Corporation. More information about the endorsement relationships may be found online at [www.nrsforu.com](http://www.nrsforu.com).

Nationwide, the Nationwide N and Eagle, Nationwide is on your side and *On Your Side* Interactive Retirement Planner are service marks of Nationwide Mutual Insurance Company. © 2015 Nationwide

NRM-5070AO.8 (02/15)



**Nationwide**



You've got time. So use it.

Check out this example:

**ASHLEY**

Starts at age 21  
Stops at age 35  
Contributes for 14 yrs.  
\$57.69/week  
7% hypothetical growth rate  
Total contribution = \$42,000  
Age 67  
**\$610,374**

**MICHAEL**

Starts at age 35  
Stops at age 67  
Contributes for 32 yrs.  
\$57.69/week  
7% hypothetical growth rate  
Total contribution = \$96,000  
Age 67  
**\$342,306**

**COURTNEY**

Starts at age 21  
Stops at age 67  
Contributes for 46 yrs.  
\$57.69/week  
7% hypothetical growth rate  
Total contribution = \$138,000  
Age 67  
**\$952,682**

This illustration is a hypothetical compounding calculation assuming a rate of return of 7% on a \$30,000 annual salary. It is not intended to serve as a projection or prediction of the investment results of any specific investments. Investments are not guaranteed. Depending on the underlying investments, returns may be higher or lower. If costs and expenses had been considered in this illustration, the return would have been less. Interest compounded annually based on weekly contributions.

Investing involves market risk, including possible loss of principal. Actual investment results will vary depending on your investment and market experience, and there is no guarantee that fund objectives will be met.

Nationwide Retirement Specialists cannot offer investment, tax or legal advice. You should consult your own counsel before making retirement plan decisions.

NR14-17220AG



Contact your Nationwide Retirement Specialist:

Matt Ring  
515-218-0303  
RINGM3@Nationwide.com

The Nationwide Group Retirement Series includes unregistered group fixed and variable annuities and trust programs. The unregistered group fixed and variable annuities are issued by Nationwide Life Insurance Company. Trust programs and trust services are offered by Nationwide Trust Company, FSB, a division of Nationwide Bank. Nationwide Investment Services Corporation, member FINRA. Nationwide Mutual Insurance Company and Affiliated Companies, Home Office: Columbus, OH 43215-2220.

Nationwide and the Nationwide N and Eagle are service marks of Nationwide Mutual Insurance Company. © 2014



**Nationwide®**



**Nationwide<sup>®</sup>**  
is on your side

457 DEFERRED COMPENSATION PLAN

# In the Nation, there's a new way to invest for retirement.

## Your Guide to Roth 457(b) Contributions

By now, you may have heard of the Roth IRA. You may have even set one up. Well, you also have the opportunity to designate all or part of your contributions to your governmental deferred compensation plan as after-tax Roth 457 contributions.

When you contribute to a Roth 457, you pay taxes on the portion of your salary that goes into the plan; but withdrawals of contributions and earnings can be tax-free during retirement if certain conditions are met.<sup>1</sup>

If you wish, you can even split your contributions between traditional, pre-tax 457 contributions and Roth 457 contributions.

What's the benefit of designating some or all of your contributions as Roth? It gives you the opportunity to pay taxes on your contributions now and avoid taxes later.

### Let's compare

	Traditional (pre-tax) 457(b)	Designated Roth 457 (Current Tax Bracket: 15%)	Designated Roth 457 (Current Tax Bracket: 25%)	Designated Roth 457 (Current Tax Bracket: 35%)
Single contribution	\$10,000	\$10,000	\$10,000	\$10,000
Less federal taxes paid on contribution	\$0	\$1,500	\$2,500	\$3,500
Net total contribution	\$10,000	\$8,500	\$7,500	\$6,500
Value in 20 years	\$46,610	\$39,618	\$34,957	\$30,296
Less federal taxes at distribution (25% tax bracket)	\$11,652	\$0	\$0	\$0
Net distribution	\$34,957	\$39,618	\$34,957	\$30,296

These examples are hypothetical in nature and assume a 25% tax bracket at distribution. It also assumes that the retirement plan's value earns an average total return of 8% compounded annually. Investment return is not guaranteed and will vary depending upon the investments and market experience.

A single contribution of \$10,000 will be worth the same amount in 20 years if the tax bracket remains the same. However, if the future tax rate is greater, the amount distributed from the Roth account could be greater than the pre-tax amount distributed from the traditional 457(b) account.

## What's the difference?

	Traditional (pre-tax) 457(b)	Roth 457	Roth IRA
Current contribution limit	Combined \$18,000		\$5,500
Current catch-up contribution limit—for those age 50 and older	Combined \$6,000		\$1,000
Contribution taxable in year contributed	No	Yes	Yes
Contribution taxable in year distributed	Yes	No	No
Contribution earnings taxable in year distributed	Yes	No <sup>1</sup>	No <sup>1</sup>
Your income determines your contribution amount	No	No	Yes

Source: IRS Announces 2015 Pension Plan Limitations. IR-2014-99. 23 October 2014.

## Is a Roth 457 right for you?

You may want to consider making Roth 457 contributions if you:

- Believe that taxes will be raised before you retire and you want to take advantage of the potential tax-free withdrawals provided for with a Roth 457 account
- Expect to be in a higher tax bracket upon retirement
- Are younger, with many working years ahead of you
- Are unable to contribute to a Roth IRA because of your income
- Are looking for an estate-planning tool to leave assets tax-free to heirs

If you decide contributing to a Roth 457 account makes sense for you, we're here to help. Call me today!

**Contact your Nationwide Retirement Specialist:**  
**Matt Ring**  
 515-218-0303  
[RINGM3@Nationwide.com](mailto:RINGM3@Nationwide.com)

<sup>1</sup> Contributions and earnings from a Roth are not taxable if the distribution is made after five consecutive tax years since the first Roth contribution was made AND the distribution is made after age 59½, or because of death or disability, or a qualified first-time home purchase for Roth IRA.

NRM-8237AO.6

## IN THE NATION, WE PUT YOU FIRST.

Neither Nationwide nor its representatives may offer tax or legal advice. Consult with your own counsel before making any decisions about contributing or converting your Plan assets to Roth 457. Information provided by retirement specialist or plan representative is for educational purposes only and is not intended as investment advice.

The Nationwide Group Retirement Series includes unregistered group fixed and variable annuities and trust programs. The unregistered group fixed and variable annuities are issued by Nationwide Life Insurance Company. Trust programs and trust services are offered by Nationwide Trust Company, FSB, a division of Nationwide Bank. Nationwide Investment Services Corporation, member FINRA. Nationwide Mutual Insurance Company and Affiliated Companies. Home Office: Columbus, OH 43215-2220.

Nationwide and the Nationwide H and Eagle are service marks of Nationwide Mutual Insurance Company. © 2014



**Nationwide®**

# Nationwide FreedomPro+<sup>SM</sup>



**Nationwide**  
Is on your side

<b>Plan Information</b>	Money type	457(b)/401(a)
	Administration fee	0 bps
	Nationwide Fixed Account <i>(Rate may change quarterly. Your Nationwide rep will provide current crediting rate)</i>	Yes
	Investment lineup	30+ Investment choices across a diverse set of asset classes*: <ul style="list-style-type: none"> <li>• U.S. Stock</li> <li>• Foreign Stock</li> <li>• Fixed Income</li> <li>• Risk-Based Solutions</li> <li>• Target Date Funds</li> </ul>
	Minimum asset requirement	\$500,000
	Minimum contribution	\$10/pay
<b>Plan Sponsor Features</b>	Investment Fiduciary Services provided by Morningstar Associates	Yes
	Local NRS account representative	Yes
	Mobile responsive website (www.nrsforu.com)	Yes
	Plan Sponsor phone support	Yes
	Fiduciary education modules	Yes
	JP Morgan quarterly market updates	Yes
<b>Participant Features</b>	Local Retirement Specialist for individual and group meetings	Yes
	Phone-based Retirement Specialist	Yes
	Educational tools and resources	Yes
	Mobile responsive website (www.nrsforu.com)	Yes
	Professional financial guidance for non-plan assets <sup>1, 2</sup>	Available
	Self-directed Charles Schwab brokerage account <sup>2</sup>	Available
Professionally managed accounts <sup>2, 3</sup>	Available	

\* Funds that invest internationally involve risks not associated with investing solely in the United States, such as currency fluctuation, political risk, differences in accounting and limited availability of information. For products that do include Target Date/Maturity funds please keep in mind that like other funds, target date funds are subject to market risk and loss. Loss of principal can occur at any time, including before, at or after the target date. There is no guarantee that target date funds will provide enough income for retirement.

For products that do include Target Date/Maturity funds please keep in mind that like other funds, target date funds are subject to market risk and loss. Loss of principal can occur at any time, including before, at or after the target date. There is no guarantee that target date funds will provide enough income for retirement.

<sup>1</sup> Nationwide offers the Participant Solutions Center through our affiliate Nationwide Securities, LLC. The products and services offered by Nationwide Securities, LLC are separate and distinct from the plan administration services that are provided by Nationwide Retirement Solutions, Inc.

<sup>2</sup> Optional Feature.

<sup>3</sup> Investment advice for Nationwide ProAccount<sup>SM</sup> is provided to plan participants by Nationwide Investment Advisors, LLC, an SEC-registered investment advisor. Wishire Associates Incorporated is not an affiliate of Nationwide or Nationwide Investment Advisors, LLC (NIA). NIA has retained Wishire Associates Incorporated as the Independent Financial Expert for Nationwide ProAccount. Wishire Funds Management, a business unit of Wishire Associates, uses mathematical and statistical investment processes to allocate assets, select investment options and construct portfolios in ways that seek to outperform their specific benchmarks. Such processes may not achieve the desired results. Wishire<sup>SM</sup> is a registered service mark of Wishire Associates Incorporated, Santa Monica, California. All other trademarks, trademarks and/or service marks are the property of their respective holders.

Retirement Specialists are registered representatives of Nationwide Investment Services Corporation, Member FINRA. In MI only: Nationwide Investment Svcs. Corporation, Nationwide, its agents and representatives, and its employees are prohibited by law and do not offer tax advice.

Nationwide, through its affiliated retirement plan service and product providers, has endorsement relationships with the National Association of Counties and the International Association of Firefighters-Financial Corporation. More information about the endorsement relationships may be found online at [www.nrsforu.com](http://www.nrsforu.com).

Investment advisory services are provided by Morningstar Associates, LLC, a registered investment advisor and wholly owned subsidiary of Morningstar, Inc. Neither Morningstar Associates, LLC nor Morningstar, Inc. is affiliated with Nationwide or its affiliates. The Morningstar name and logo are registered marks of Morningstar, Inc.

The unregistered group variable and fixed annuity is issued by Nationwide Life Insurance Company, Columbus, OH. Contract number NRC-0105AO, NRC-0105OR, NRC-0106AO, NRC-0106OR. In Oklahoma only: NRC-0105OK, NRC-0106OK.

Nationwide, the Nationwide N and Eagle, Nationwide is on your side, Nationwide ProAccount and Nationwide FreedomPro+ are service marks of Nationwide Mutual Insurance Company. © 2014

NRM-9986AO.2 (10/14)

**For Plan Sponsor Use Only**





**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU**

Date: 4/20/16

Weekly Agenda Date: 4/26/16

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Mike Neswick – RML Architects

**WORDING FOR AGENDA ITEM:** Authorize Chairman to sign agreement with the low bidder, WA Klinger of Sioux City for demolition and construction of a new entry Plaza for the Woodbury County Law Enforcement Center.

**ACTION REQUIRED:**

Approve Ordinance                       Approve Resolution                       Approve Motion

Give Direction                       Other: Informational                       Attachments

**EXECUTIVE SUMMARY:** Plans and Specifications were prepared along with advertisement for bids for the demolition and replacement of the deteriorating entrance plaza for the Woodbury County Law enforcement Center. WA Klinger of Sioux City was the low bidder out of 3 local bidders at \$164,700. (Nelson Constr. and Dev – \$169,224, Global Engineering \$199,730).

**BACKGROUND:** Existing Entrance Plaza is deteriorating and sub-soils are not stable. This project will remove the existing plaza, remediate the unstable soils, and construct the new plaza design as approved by the Woodbury County Board of Supervisors.

**FINANCIAL IMPACT:** \$164,700 plus any unforeseen change orders.

**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 Contract with WA Klinger

**ACTION REQUIRED / PROPOSED MOTION:** Authorize the Chairman to sign the agreement between Owner and Contractor with WA Klinger for the amount of \$164,700 for the demolition and construction of a new entrance plaza for the Woodbury County Law Enforcement Center.

*Approved by Board of Supervisors April 5, 2016.*



 **AIA** Document A107™ – 2007

**Standard Form of Agreement Between Owner and Contractor** for a Project of Limited Scope

AGREEMENT made as of the Twenty Sixth day of April in the year 2016  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

Woodbury County Board of Supervisors  
Woodbury County Courthouse  
Sioux City, Iowa

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:  
(Name, legal status, address and other information)

W.A. Klinger  
2015 East Seventh Street  
PO Box 8800  
Sioux City, Iowa 51102

for the following Project:  
(Name, location and detailed description)

Exterior Entrance Plaza  
Woodbury County Law Enforcement Center  
Seventh and Douglas – Sioux City, Iowa

The Architect:  
(Name, legal status, address and other information)

RML Architects, LLC  
922 Douglas Street  
Sioux City, Iowa 51101

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE & BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

§ 2.2 The Contract Time shall be measured from the date of commencement.

Init.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~( ) days from the date of commencement, or as follows:~~ 6 weeks from the start of the work and shall be complete by September 1, 2016 (Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:  
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be One Hundred Sixty Four Thousand Seven Hundred Dollars (\$ 164,700.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: Alternate G-1 Allowance for additional excavation work included in the base bid – Deduct \$3000.00 – Not Accepted at this time. Determination will be made after site is excavated.  
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:  
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
a. <u>Excavation and controlled fill</u>	<u>Per cubic yard</u>	<u>Add \$12.00 Ded \$8.00</u>
b. <u>4" conc sidewalk</u>	<u>Per SF</u>	<u>Add \$4.50 Ded \$3.50</u>

§ 3.2.3 Allowances included in the stipulated sum, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Init.  
/

Item	Allowance
<u>Additional 3' of excavation and controlled fill (Alt G-1)</u>	<u>\$3,000.00</u>

**§ 3.3 COST OF THE WORK PLUS CONTRACTOR'S FEE**

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 3.4 COST OF THE WORK PLUS CONTRACTOR'S FEE WITH A GUARANTEED MAXIMUM PRICE**

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 3.4.3 GUARANTEED MAXIMUM PRICE**

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 3.4.3.3 Unit Prices, if any:

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

*(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)*

Item	Allowance
------	-----------

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Init.

**ARTICLE 4 PAYMENTS**

**§ 4.1 PROGRESS PAYMENTS**

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the First day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than 30 (→) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 4.1.4 Retainage, if any, shall be withheld as follows:

5% Retainage.

~~§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

~~*(Insert rate of interest agreed upon, if any.)*~~

~~%~~

**§ 4.2 FINAL PAYMENT**

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**ARTICLE 5 DISPUTE RESOLUTION**

**§ 5.1 BINDING DISPUTE RESOLUTION**

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 21.4 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

Init.

**ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 6.1.3 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

SEE ATTACHED EXHIBIT A.

Section	Title	Date	Pages
---------	-------	------	-------

§ 6.1.4 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

SEE ATTACHED EXHIBIT A

Number	Title	Date
--------	-------	------

§ 6.1.5 The Addenda, if any:

Number	Date	Pages
<u>ADDENDUM #1</u>	<u>March 28, 2016</u>	<u>TWO</u>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 ~~Additional documents, if any, forming part of the Contract Documents:~~

- ~~.1 Exhibit A, Determination of the Cost of the Work, if applicable.~~
- ~~.2 AIA Document E201™, 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

~~.3 Other documents:~~

~~*(List here any additional documents that are intended to form part of the Contract Documents.)*~~

**ARTICLE 7 GENERAL PROVISIONS**

**§ 7.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent

Init.



with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

#### **§ 7.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

#### **§ 7.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 7.4 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 7.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

**§ 7.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

#### **§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM**

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

### **ARTICLE 8 OWNER**

#### **§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§ 8.1.1** The Owner shall furnish all necessary surveys and a legal description of the site.

**§ 8.1.2** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 8.1.3** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

#### **§ 8.2 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated;

Init.

however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### § 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

## ARTICLE 9 CONTRACTOR

### § 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

### § 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

### § 9.3 LABOR AND MATERIALS

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

Init.

1

#### § 9.4 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

#### § 9.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. See Specification section 00800.07 Taxes. Woodbury County is sales tax exempt.

#### § 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### § 9.7 ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

#### § 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

#### § 9.9 SUBMITTALS

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

Init.

#### § 9.10 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

#### § 9.11 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

#### § 9.12 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

#### § 9.13 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

#### § 9.14 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

#### § 9.15 INDEMNIFICATION

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or

Init.

responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 10.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

#### ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

Init.

## ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

## ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

## ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably

Init.

anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

## **ARTICLE 15 PAYMENTS AND COMPLETION**

### **§ 15.1 APPLICATIONS FOR PAYMENT**

**§ 15.1.1** Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

**§ 15.1.2** With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

**§ 15.1.3** Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 15.1.4** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### **§ 15.2 CERTIFICATES FOR PAYMENT**

**§ 15.2.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

**§ 15.2.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 15.2.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for

Init.

which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

### § 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

### § 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information

Init.

1



and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

### § 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from

Init.

performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### § 17.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### § 17.3 PROPERTY INSURANCE

§ 17.3.1 Unless otherwise provided, the ~~Owner-Contractor~~ shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 17.3.2 The ~~Owner-Contractor~~ shall file a copy of each policy with the ~~Contractor-Owner~~ before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 17.3.3 ~~The~~ To the extent permitted under applicable policies, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. ~~The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein.~~ The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty

Init.

of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

#### § 17.4 PERFORMANCE BOND AND PAYMENT BOND

§ 17.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 17.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

#### ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

#### ARTICLE 19 MISCELLANEOUS PROVISIONS

##### § 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

##### § 19.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

Init.

### § 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

### § 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

### 19.5 OPEN RECORDS LAW

The parties acknowledge that Owner is a governmental entity and as such open records laws apply to this contract.

### 19.6 DISCRIMINATION

Contractor, with regard to work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin and shall comply with the provisions of Title VI of the Civil Rights Act of 1964 and the regulations promulgated thereunder.

## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

### § 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

Init.

the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

**§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 21 CLAIMS AND DISPUTES**

**§ 21.1** Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

**§ 21.2** If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**§ 21.3** The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 21.4** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 21.5** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 21.6** Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

**§ 21.7** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** OWNER Woodbury County Board of  
Supervisors (Signature)  
Jeremy Taylor, Chair  
 \_\_\_\_\_  
 (Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** – W.A. Klinger (Signature)  
 \_\_\_\_\_  
 (Printed name and title)

\_\_\_\_\_  
 \_\_\_\_\_

Init.

## **Exhibit A**

### **Schedule of Specification Sections:**

#### Architectural:

00010 – Title Page  
00020 – Advertisement for Bids  
00035 – Issue of Documents  
00100 – Instructions to Bidders  
00300 – Proposal Form  
00700 – General Conditions  
00800 – Supplementary General Conditions  
01010 – Summary of Work  
01100 – Alternate Proposals  
01400 – Quality Control  
01510 – Temporary Utilities  
01519 – Temporary Construction  
01600 – Products and Substitutions  
02210 – Test Boring Data  
02220 – Demolition  
02250 – Shoring and Bracing  
02300 – Earthwork  
02870 – Site Furnishings  
03100 – Concrete Forms and Accessories  
03200 – Concrete Reinforcing  
03300 – Cast in Place Concrete  
05500 – Miscellaneous Metals  
07110 – Membrane Waterproofing  
07200 – Building Insulation

### **Schedule of Drawings:**

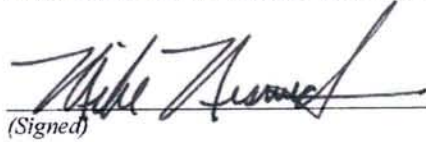
#### Architectural:

A1 – Demolition and Foundation Plans  
A2 – Floor Plan and Elevation  
A3 – Elevations and Details  
A4 – Sections

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mike Neswick, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 09:38:25 on 04/19/2016 under Order No. 0359830264 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A107™ - 2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

  
\_\_\_\_\_  
(Signed)

Partner - RML Architects  
\_\_\_\_\_  
(Title)

4/19/16  
\_\_\_\_\_  
(Dated)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 4280 Sergeant Road, Suite 200 Sioux City IA 51106	<b>CONTACT NAME:</b> Carla Schmit <b>PHONE (A/C, No, Ext):</b> 712-274-8240 <b>FAX (A/C, No):</b> 712-252-3421 <b>E-MAIL ADDRESS:</b> Carla_Schmit@ajg.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> KLINCOM-03 W. A. Klinger, L.L.C. P O Box 8800 Sioux City, IA 51102	<b>INSURER A :</b> Travelers Indemnity Co of America	25666
	<b>INSURER B :</b> Travelers Indemnity Company	25658
	<b>INSURER C :</b> Travelers Property Casualty Co of A	25674
	<b>INSURER D :</b> Charter Oak Fire Insurance Company	25615
	<b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES**                                      **CERTIFICATE NUMBER:** 894075776                                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		VTC2HCO118D3037	10/1/2015	10/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			VTC2KCAP5835B726	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP151106115NF	10/1/2015	10/1/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	VTC2EUB2610B009	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Per Project Aggregate applies if required by written contract.  
 RE: Job # 15-16-9030 / Job Name: Woodbury County LEC Entrance Plaza, 407 - 7th St., Sioux City, IA 51101 / Description: New Entrance Canopy/Plaza at County Law Enforcement Center.  
 Woodbury County and Woodbury County Courthouse are Additional Insured as respects General Liability policy, as per form CG D6 04 (8/13), if required by written contract.

<b>CERTIFICATE HOLDER</b>  Woodbury County Woodbury County Courthouse 607 Douglas St. Sioux City IA 51101	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

**PERFORMANCE BOND** TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Hartford, Connecticut 06183

Bond No.: 106229812

**CONTRACTOR:**

(Name, legal status and address)

W. A. Klinger, L.L.C.  
2015 E 7th St.  
Sioux City, IA 5110

**SURETY:**

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

**OWNER:**

(Name, legal status and address)

Woodbury County Board of Supervisors  
Woodbury County Courthouse  
607 Douglas Street  
Sioux City, IA 51101

**CONSTRUCTION CONTRACT**

Date: April 7, 2016

Amount: \$ 164,700

Description:

(Name and location)

New Entrance Conopy/Plaza at County Law Enforcement Center

**BOND**

Date: April 13, 2016

(Not earlier than Construction Contract Date)

Amount: \$164,700

Modifications to this Bond:  None  See Section 16

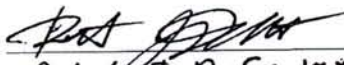
**CONTRACTOR AS PRINCIPAL**

Company: W. A. Klinger, LLC  
(Corporate Seal)

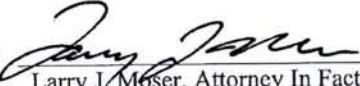
*no seal.*

**SURETY**

Company: Travelers Casualty & Surety Co of America  
(Corporate Seal)

Signature: 

Name and Title: Robert J. DeSmet  
TRCSW

Signature: 

Name and Title: Larry J. Moser, Attorney In Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, Inc.  
4280 Sergeant Road, Suite 200  
Sioux City, IA 51106

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

RML Architects/Western Plains Engineering

§1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 14 Definitions**

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**  
Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**  
Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**PAYMENT  
BOND**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Hartford, Connecticut 06183

Bond No.: 106229812

CONTRACTOR:  
(Name, legal status and address)  
W. A. Klinger, L.L.C.  
2015 E 7th St.  
Sioux City, IA 51101

SURETY:  
(Name, legal status and principal place of business)  
Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

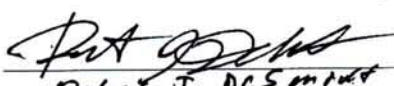
OWNER:  
(Name, legal status and address)  
Woodbury County Board of Supervisors  
Woodbury County Courthouse  
607 Douglas Street  
Sioux City, IA 51101

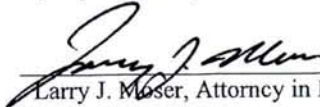
CONSTRUCTION CONTRACT  
Date: April 7, 2016  
Amount: \$164,700  
Description:  
(Name and location)  
New Entrance Conopy/Plaza at County Law Enforcement Center

BOND  
Date:  
(Not earlier than Construction Contract Date)  
April 13, 2016  
Amount: \$164,700  
Modifications to this Bond:  None  See Section 18

CONTRACTOR AS PRINCIPAL  
Company: W. A. Klinger, L.L.C. (Corporate Seal) *No Seal*

SURETY  
Company: Travelers Casualty and Surety Co of America  
(Corporate Seal)

Signature:   
Name and Title: Robert J. DCS  
Treasurer  
(Any additional signatures appear on the last page of this Payment Bond.)

Signature:   
Name and Title: Larry J. Moser, Attorney in Fact

(FOR INFORMATION ONLY — Name, address and telephone)  
AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, Inc.  
4280 Sergeant Road, Suite 200  
Sioux City, IA 51106

OWNER'S REPRESENTATIVE:  
(Architect, Engineer or other party:)  
RML Architects/Western Plains Engineering

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this

Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230508

Certificate No. 006661508

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Enid DeVries, Henry Tygar, Kathy A. Detloff, Carol A. Albenesius, Larry J. Moser, and Steven M. Schultz

of the City of Sioux City, State of Iowa, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of February, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 23rd day of February, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

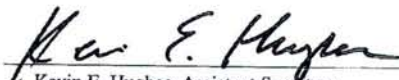
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13<sup>th</sup> day of April, 20 16.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) F**

#9a

Date: 4/21/2016

Weekly Agenda Date: 4/26/2016

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Kenny Schmitz Building Services Director

**WORDING FOR AGENDA ITEM:** Courthouse- South East Windows Emergency Repair Contract

**ACTION REQUIRED:**

Approve Ordinance                       Approve Resolution                       Approve Motion

Give Direction                       Other: Informational                       Attachments

**EXECUTIVE SUMMARY:** CMBA contract (see AIA B105) to draft emergency repair documents & outline repairs necessary at South-East Courtroom.

**BACKGROUND:** The Courthouse 2<sup>nd</sup> Floor South Courtroom had a piece of marble fall from the interior soffit area at the exterior window location. On observing the anomaly it was discovered that the exterior windows located in the center room area had shifted considerably outward. Other Courtroom areas were inspected & found to have some movement but to a much lesser degree. CMBA Architects was approved to conduct a study of all Courtroom areas to determine what is taking place & report findings. CMBA Architects in conjunction with FEH Architects has performed an examination of the Courthouse Windows & in summary has provided a letter to the Board of Supervisors (attached) dated April 8<sup>th</sup>.

**FINANCIAL IMPACT:** \$20,000.00 (2016 CIP)

**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:** Move forward with CMBA contract

**ACTION REQUIRED / PROPOSED MOTION:** Motion to approve Contract with CMBA not to exceed \$20,000.00

*Approved by Board of Supervisors April 5, 2016.*



# Document B105™ – 2007

## **Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project**

**AGREEMENT** made as of the Twenty-sixth day of April in the year Two Thousand Sixteen

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

Woodbury County, Iowa  
620 Douglas Street  
Sioux City, Iowa 51101

and the Architect:

*(Name, legal status, address and other information)*

Cannon Moss Brygger & Associates, P.C. (CMBA)  
302 Jones Street, Suite 200  
Sioux City, Iowa 51101

for the following Project:

*(Name, location and detailed description)*

Courtroom Window Emergency Repair  
Woodbury County Courthouse  
620 Douglas Street  
Sioux City, Iowa 51101

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

Init.

## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Architect to develop documents that illustrate the extent and nature of the work required to stabilize the clear windows with associated structural engineering and rebuild the art glass windows and marble trim located in the southeast courtroom of the Woodbury County Courthouse. Restoration, repair and painting of the window frames will be detailed. Caulking of windows and associated sheet-metal fabrications to be called out. Architect to provide information to the Owner's Contractor to assist in establish pricing information. The work to follow the recommendations listed in the "Window Study Southeast Courtroom 203, Woodbury County Courthouse, Sioux City, Iowa" prepared March 30, 2016 by FEH Design and CMBA Architects. The study is to be used as a guideline for the work. If existing conditions are found to vary extensively from those described in the study once further investigation and work are commended, an adjustment to services and fee may be required. This work is being undertaken as an emergency situation based on the potential for window failure at any time. Services will include coordination with the National Park Service and their requirements for protection of the building as a National Historic Landmark.

These services will not include any civil, interior, mechanical, electrical or plumbing design. Brick and terra cotta repair or restoration will not be addressed in this work.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a plan of corrective action. Upon the Owner's approval of the plan, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals only once, visiting the site up to ten visits with accompanying field reports, reviewing and certifying payments, and rejecting nonconforming Work.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

## ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect under this agreement shall become property of the Owner. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

init.

§ 3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under Section 3.1. The terms of this Section 3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Article 4.

#### ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

#### ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

#### ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Hourly at Standard Rates at time of Service not to exceed the maximum amount of \$20,000 including reimbursable expenses. Current rates are attached as EXHIBIT A.

Due to the uncertain nature or extent of the work that will be required, the not-to-exceed fee may not be sufficient to complete the project. If it becomes obvious when 90% of the not-to-exceed amount is reached that additional fee will be required, the Architect will notify the Owner in writing of that situation. An amendment to the agreement will be submitted at that time for approval to increase the Architect fee by another fixed amount agreeable to both parties.

The Owner shall pay the Architect an initial payment of Zero (\$ 0.00 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Zero percent ( 0 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Forty-Five ( 45 ) days after the invoice date shall bear interest from the date payment is due at the rate of Eighteen percent ( 18 % ) per annum , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within Eighteen ( 18 ) months of the date of this Agreement through no fault of the Architect.

**ARTICLE 7 OTHER PROVISIONS**

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

§ 7.1 Nothing in this Agreement is intended, nor shall be construed to hold the Architect, his employees, agents, or assigns, to a standard of care that would otherwise be required in the absence of a written contract.

§ 7.2 Architect shall provide its services and meet its obligations under this Contract in a manner using the knowledge and skill which meet generally acceptable standards in Architect's community and region. To the fullest extent permitted by law, Architect makes no other express or implied warranties.

§ 7.3 To the fullest extent permitted by law, Owner shall indemnify and hold Architect harmless from all claims, losses, expenses, damages, fines, penalties, fees (including Attorney fees), costs and judgments that may be asserted against Architect and which result from any acts or omissions of Owner or Owner's agents in performance of this Contract.

§ 7.4 This Contract contains the entire agreement of the parties. There are no other promises or conditions in any other agreement, whether oral or written, concerning this matter. This Contract supersedes any prior written or oral agreements between the parties.

§ 7.5 If any provision herein is invalid or unenforceable, the remaining provisions will continue to be valid and enforceable. If a court finds any provision of this Contract invalid or unenforceable, but that by limited such provision, it would be come valid and enforceable, such provision will be deemed to be written, construed and enforced as so limited.

§ 7.6 This Contract may be modified or amended in writing, if the writing is signed by the party obligated by the modification or amendment. The parties agree any language used in this Contract will be deemed to be language chosen by the parties, and no rule of strict construction against any party hereto will apply to any term or condition of this Contract.

§ 7.7 This Contract can be executed in counterparts, each of which shall be deemed an original and all counterparts together shall be deemed one agreement. This Contract is deemed effective upon execution by both parties. A facsimile or electronic copy of an original signature shall have the same force and effect as an original signature.

§ 7.8 This Contract may not be assigned without the express written consent of the non-assigning party.

This Agreement entered into as of the day and year first written above.

**OWNER**

**ARCHITECT**

*(Signature)*

Jeremy Taylor, Chairperson  
Woodbury County Board of Supervisors

*(Printed name and title)*

*(Signature)*

Terry J. Glade, AIA/Principal Architect

*(Printed name and title)*

Init.

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Terry J. Glade, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:54:51 on 04/21/2016 under Order No. 2061647447\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2007, Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*





2016 HOURLY BILLING RATES

Rates are reviewed and adjusted periodically including, but not limited to, calendar year reviews.

Table listing hourly billing rates for various roles: PRINCIPAL (\$170), ASSOCIATE PRINCIPAL (\$125), ASSOCIATE (\$125), SENIOR ARCHITECT (\$170), ARCHITECT III (\$120), ARCHITECT II (\$115), ARCHITECT I (\$95), INTERN ARCHITECT II (\$90), INTERN ARCHITECT I (\$80), PROJECT MANAGER III (\$145), PROJECT MANAGER II (\$120), PROJECT MANAGER I (\$90), STRUCTURAL ENGINEER II (\$155), STRUCTURAL ENGINEER I (\$125), ENGINEER-IN-TRAINING (\$90), TECHNICIAN II (\$80), TECHNICIAN I (\$75), INTERIOR DESIGNER III (\$100), INTERIOR DESIGNER II (\$80), INTERIOR DESIGNER I (\$75), GRAPHIC DESIGNER (\$85), CLERICAL (\$60).

CONSULTANTS ..... 1.2 X Consultant invoice to CMBA (Structural, Mechanical, Electrical or Civil Engineers and other disciplines)

REIMBURSABLE EXPENSES

PRINTING

Small run and periodic printing as part of the project are included in the fee. Medium quantity in-house or specialty printing is outlined below. Large-run construction document printing is done at lower cost by professional reprographic companies. Where CMBA's management of the printing, distribution and return on the documents is required, there will be a 15% mark-up on reprographic costs.

IN-HOUSE PRINTING SERVICES

Table listing in-house printing services: 24" x 36" (\$1.75 per sheet), 30" x 42" (\$2.50 per sheet).

IN-HOUSE PROJECT MANUAL PRINTING SERVICES

Table listing in-house project manual printing services: 8.5" x 11" (\$0.10 per printed page), 11" x 17" (\$0.20 per printed page).

IN-HOUSE COLOR COPY SERVICES

Table listing in-house color copy services: 8.5" x 11" (\$0.75 each), 11" x 17" (\$1.50 each).

MISCELLANEOUS REIMBURSABLES

Table listing miscellaneous reimbursables: Archived drawing sheets (\$10/sheet), Long distance communications (telephone/fax) (Actual cost), Mailing/shipping (postage/UPS/Federal Express, etc.) (Actual cost), Out-of-town Travel (Automobile) (IRS rate), Out-of-town Travel (air fare, auto rental/transportation, hotel, food) (Actual cost), Photographic Services (film, processing) (Actual cost), Renderings & Models (Per Quote), Computer Models or Animations (Per Quote), Mounting & Laminating (Cost x 1.2).

Bogenrief Studios Inc.  
 Mark & Jeanne Bogenrief  
 PO Box 9  
 220 W. Southern Street  
 Sutherland, IA 51058

Proposal & Ac  
 A

#96

Date
4/22/2016

Proposal Submitted to:
Kenny Schmitz Woodbury County Courthouse 620 Douglas Street Sioux City, Iowa 51101

Job Name 13 Bottom Windows
-------------------------------

Submitted Specifications & Bid Quote for:	Total
Remove 15 top stained glass windows approx. size 2' x 10' each. Bring to our studio and rub design, take apart, clean replace broken or mismatched glass, rezinc windows, solder, grout, add additional vertical bracing and reinstall windows. \$3000.00 each x 15 windows	45,000.00

We Propose, Hereby, to furnish material and labor--Complete in accordance with the above specifications.  
 For the sum of:  
                           \$45,000.00

Payment to be made as follows:  1/3 Down \$15,000.00 1/3 While Working \$15,000.00 1/3 Upon Completion \$15,000.00	<b>Subtotal</b>	\$45,000.00
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$45,000.00

**Acceptance of Proposal:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. Bogenrief Studios, Inc. is authorized to do the work as specified. Payment will be made as outlined above.  
 However, I also understand and further agree that:

1. Unless specifically stipulated and detailed as a part of this proposal, no alterations, changes or modifications to new or existing structure(s) will be accommodated, for the purposes of final installation, as a function, expense or expectation of this proposal as bid.
2. If changes or alterations to the Project as bid and specified in size and materials and design are requested or required due to changes to, or errors or incorrect or later altered specifications from the original specifications provided to, or acquired through direct measurement by, Bogenrief Studios, Inc., once work on this project has commenced, I agree to pay the additional charges that will be added to the Bogenrief Studios' final invoice, commensurate with the significance, timing and extent of the requested changes, impacting other work in-house, additional hours, overtime, travel and materials, and for each subsequent requested or required change occurrence. Changes also nullify any contractual deadlines stipulated for final installation or delivery.

Client Signature & Date

*Mark Bogenrief* 4-22-16  
 Bogenrief Studios Signature and Date

Bogenrief Studios Inc.  
 Mark & Jeanne Bogenrief  
 PO Box 9  
 220 W. Southern Street  
 Sutherland, IA 51058

# Proposal & Acceptance Agreement

Date
4/22/2016

Proposal Submitted to:
Kenny Schmitz Woodbury County Courthouse 620 Douglas Street Sioux City, Iowa 51101

Job Name 13 Bottom Windows
-------------------------------

Submitted Specifications & Bid Quote for:	Total
Remove 13 bottom stained glass windows approx. size 2' x 4.5'. Bring to our studio and rub design, take apart, clean, replace broken or mismatched glass, rezinc window, solder, grout & reinstall windows. \$1350 each x 13 windows.	17,550.00

We Propose. Hereby, to furnish material and labor--Complete in accordance with the above specifications.  
 For the sum of:  
                   \$17,550.00

Payment to be made as follows:  1/3 Down \$5850.00 1/3 While Working \$5850.00 1/3 Upon Completion \$5850.00	<b>Subtotal</b>	\$17,550.00
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$17,550.00

## Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. Bogenrief Studios, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

However, I also understand and further agree that:

1. Unless specifically stipulated and detailed as a part of this proposal, no alterations, changes or modifications to new or existing structure(s) will be accommodated, for the purposes of final installation, as a function, expense or expectation of this proposal as bid.

2. If changes or alterations to the Project as bid and specified in size and materials and design are requested or required due to changes to, or errors or incorrect or later altered specifications from the original specifications provided to, or acquired through direct measurement by, Bogenrief Studios, Inc., once work on this project has commenced, I agree to pay the additional charges that will be added to the Bogenrief Studios' final invoice, commensurate with the significance, timing and extent of the requested changes, impacting other work in-house, additional hours, overtime, travel and materials, and for each subsequent requested or required change occurrence. Changes also nullify any contractual deadlines stipulated for final installation or delivery.

Client Signature & Date

*Mark Bogenrief* 4-22-16  
 Bogenrief Studios Signature and Date

MONONA COUNTY DRAINAGE OFFICE  
%COURTHOUSE – 610 IOWA AVENUE  
ONAWA, IOWA 51040  
(712) 433-2630

#10

April 19, 2016

Patrick Gill, Woodbury County Auditor  
Woodbury County Auditor's Office  
620 Douglas Street, Rm 103  
Sioux City, IA 51101-1248

Dear Mr. Gill:

Enclosed are levy resolutions on all inter-county drainage districts with Monona County approved by the Monona County Board of Supervisors on April 19, 2016. Please have your Board of Supervisors approve said resolutions, make copies for your records, and send back the originals to the Monona County Drainage Office, %Courthouse, 610 Iowa Avenue, Onawa, Iowa 51040.

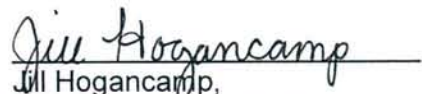
The levy rates for the Woodbury County Inter-County Drainage Districts with Monona County for the year 2016-2017 are as follows:

DRAINAGE DISTRICT	LEVY RATIO		WOODBURY PRODUCT UNITS	ASSESSMENT TOTAL
Little Sioux (65%)	.078764	X	619,416.36	\$ 48,787.
McCandless Inter-Co (80%)	.079113	X	73,853.55	\$ 5,843.
Sandhill-Lakeport (50%)	.072945	X	221,472.01	\$ 16,155.
Woodbury-Monona Lateral No. 2 (250%)	.061210	X	36,709.66	\$ 2,247.

If the product units on the above do not agree with your records please have Diane send me the corrections.

Thank you!

Sincerely,

  
Jill Hogancamp,  
Monona County Drainage Clerk

Encl.

**\*PLEASE give a copy of the signed paperwork to Diane Swoboda Peterson**

	District	Orig. Assess.	Total needed	Levy %	Product Units	Ratio	WOODBURY PRODUCT UNITS/\$\$AMT	MONONA PRODUCT UNITS/\$\$ AMT	HARRISON PRODUCT UNITS/\$\$ AMT
6100	LITTLE SIOUX	\$1,046,490.96	\$680,219.00	65.00%	8,636,207.45	0.078764	619,416.36	7,432,548.35	584,242.74
							\$48,787	\$585,414	\$46,017
6200	MCCANDLESS MN	\$114,217.46	\$91,374.00	80.00%	1,154,977.47	0.079113	73,853.55	1,081,123.92	
							\$5,843	\$85,531	
6500	SANDHILL-LAKE	\$48,098.19	\$24,049.00	50.00%	329,687.52	0.072945	221,472.01	108,215.51	
							\$16,155	\$7,894	
	<b>WOOD CO LATS.</b>								
6800	WOOD-MO LAT 1	\$538.62	NONE			NONE			
6810	WOOD-MO LAT 2	\$898.99	NONE	250.00%	36,709.66	NONE	\$2,247		
6880	WOOD-MO LAT11	\$519.45	NONE		36,573.60	NONE			
6890	WOOD-MO LAT12	\$621.73	NONE		30,020.00	NONE			
6895	WOOD MO LAT O	\$4,070.71	NONE		82,833.80	NONE			
	Totals		\$795,642.00				\$73,033	\$678,839	\$46,017

The Board of Supervisors of Monona County, Iowa met Tuesday, April 19, 2016 at 9:45 a.m., in the Board Room of the Courthouse in Onawa, Monona County, Iowa.

The meeting was called to order by Chairman Collison and, upon roll being called, the following Board members were

Present: Hanson, Brouillette and Collison.

Absent: None.

\*\*\*\*\*

Supervisor Hanson introduced, caused to be read and moved the adoption of the **RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT IN THE LITTLE SIOUX INTER-COUNTY DRAINAGE DISTRICT OF MONONA, WOODBURY AND HARRISON COUNTIES, IOWA.**

Supervisor Collison seconded the motion to adopt the Resolution. Upon due consideration by the Board, the Chairman put the question; and upon roll being called, the vote was as follows:

AYES: Brouillette, Hanson and Collison.

NAYS: None.

Whereupon, the Chairman declared the Resolution duly adopted as follows:

\*\*\*\*\*

The Board of Supervisors of Harrison County, Iowa, met Thursday, \_\_\_\_\_, 2016 at \_\_:\_\_.m. in the Board Room of the Courthouse at Logan, Harrison County, Iowa.

The meeting was called to order by Chairman \_\_\_\_\_, and upon roll being called, the following Board members were

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

\*\*\*\*\*

Supervisor \_\_\_\_\_ introduced, caused to be read and moved the adoption of the **RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT IN THE LITTLE SIOUX INTER-COUNTY DRAINAGE DISTRICT OF MONONA, WOODBURY AND HARRISON COUNTIES, IOWA.**

Supervisor \_\_\_\_\_ seconded the motion to adopt the Resolution. Upon due consideration by the Board, the Chairman put the question; and upon roll being called, the vote was as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Chairman declared the Resolution duly adopted as follows:

\*\*\*\*\*

WOODBURY COUNTY, IOWA  
RESOLUTION # \_\_\_\_\_

The Board of Supervisors of Woodbury County, Iowa, met Tuesday, \_\_\_\_\_, 2016 at \_\_\_:\_\_\_ p.m. in the Board Room of the Courthouse at Sioux City, Woodbury County, Iowa.

The meeting was called to order by Chairman \_\_\_\_\_, and upon roll being called, the following Board members were

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

\*\*\*\*\*

Supervisor \_\_\_\_\_ introduced, caused to be read and moved the adoption of the **RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT IN THE LITTLE SIOUX INTER-COUNTY DRAINAGE DISTRICT OF MONONA, WOODBURY AND HARRISON COUNTIES, IOWA.**

Supervisor \_\_\_\_\_ seconded the motion to adopt the Resolution. Upon due consideration by the Board, the Chairman put the question; and upon roll being called, the vote was as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Chairman declared the Resolution duly adopted as follows:

**RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT  
IN THE LITTLE SIOUX INTER-COUNTY DRAINAGE DISTRICT**

WHEREAS, the Board of Trustees of the Little Sioux Inter-County Drainage District, in session on the 10th day of March, 2016, requested that the Board of Supervisors levy a special assessment of Sixty-five (65%) Percent of the Original Assessment on all tracts of land, lots, public roads, and railroads in the Little Sioux Inter-County Drainage District to procure funds from which to pay the costs and expenses of repair and maintenance incurred.

NOW, THEREFORE, BE IT RESOLVED by the Joint Board of Supervisors of Monona, Woodbury and Harrison Counties, Iowa, acting as a Drainage Board for the Little Sioux Inter-County Drainage District, that there be and is hereby levied upon all tracts of land, lots, public roads, and railroads in the Little Sioux Inter-County Drainage District of Monona, Woodbury and Harrison Counties, Iowa, a special assessment in the amount of Sixty-five (65%) Percent of the Original Assessment, and the Auditors of Monona, Woodbury and Harrison Counties, Iowa, be directed and ordered to spread such levy upon said lands, to be collected under \$468.55 in semi-annual installments in the same manner

as general property taxes are collected pursuant to \$445.36 in the year 2016-2017.

PASSED and APPROVED this 19th day of April, 2016, Board of Supervisors, Monona County, Iowa.

Mark V.  
CHAIRMAN

ATTEST: Jill Hogancamp  
MONONA COUNTY DRAINAGE CLERK

\*\*\*\*\*

PASSED and APPROVED this \_\_\_\_ day of April, 2016, Board of Supervisors, Harrison County, Iowa.

\_\_\_\_\_  
CHAIRMAN

ATTEST: \_\_\_\_\_  
HARRISON COUNTY DRAINAGE CLERK

\*\*\*\*\*

PASSED and APPROVED this \_\_\_\_ day of April, 2016, Board of Supervisors, Woodbury County, Iowa.

\_\_\_\_\_  
CHAIRMAN

ATTEST: \_\_\_\_\_  
WOODBURY COUNTY AUDITOR



The Board of Supervisors of Monona County, Iowa met Tuesday, April 19, 2016 at 9:45 a.m., in the Board Room of the Courthouse in Onawa, Monona County, Iowa.

The meeting was called to order by Chairman Collison, and, upon roll being called, the following Board members were

Present: Hanson, Brouillette and Collison.

Absent: None.

\*\*\*\*\*

Supervisor Hanson introduced, caused to be read and moved the adoption of the **RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT IN THE MCCANDLESS INTER-COUNTY DRAINAGE DISTRICT OF MONONA AND WOODBURY COUNTIES, IOWA.**

Supervisor Collison seconded the motion to adopt the Resolution. Upon due consideration by the Board, the Chairman put the question; and upon roll being called, the vote was as follows:

AYES: Brouillette, Hanson and Collison.

NAYS: None.

Whereupon, the Chairman declared the Resolution duly adopted.

\*\*\*\*\*

**WOODBURY COUNTY, IOWA  
RESOLUTION # \_\_\_\_\_**

The Board of Supervisors of Woodbury County, Iowa, met April \_\_, 2016 at \_\_:\_\_ p.m. in the Board Room of the Courthouse in Sioux City, Woodbury County, Iowa.

The meeting was called to order by Chairman \_\_\_\_\_, and upon roll being called, the following Board members were present

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

\*\*\*\*\*

Supervisor \_\_\_\_\_ introduced, caused to be read and moved the adoption of the **RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT IN THE MCCANDLESS INTER-COUNTY DRAINAGE DISTRICT OF MONONA AND WOODBURY COUNTIES, IOWA.**

Supervisor \_\_\_\_\_ seconded the motion to adopt the Resolution. Upon due consideration by the Board, the Chairman put the question; and upon roll being called, the vote was as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Chairman declared the Resolution duly adopted as follows:

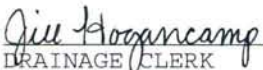
**RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT  
IN THE MCCANDLESS INTERCOUNTY DRAINAGE DISTRICT**

**WHEREAS**, the Board of Trustees of the McCandless Inter-County Drainage District, in session on the 17th day of February, 2016, requested that the Board of Supervisors levy a special assessment of Eighty Percent (80%) of the Original Assessment on all tracts of land, lots, public roads, and railroads in the McCandless Inter-County Drainage District to procure funds from which to pay the costs and expenses of repair and maintenance incurred.

**NOW, THEREFORE, BE IT RESOLVED** by the Joint Board of Supervisors of Monona and Woodbury Counties, Iowa, acting as a Drainage Board for the McCandless Inter-County Drainage District, that there be and is hereby levied upon all tracts of land, lots, public roads, and railroads in the McCandless Inter-County Drainage District of Monona and Woodbury Counties, Iowa, a special assessment in the amount of Eighty percent (80%) of the Original Assessment, and the Auditors of Monona and Woodbury Counties, Iowa, be directed and ordered to spread such levy upon said lands, to be collected under \$468.55 in semi-annual installments in the same manner as general property taxes are collected pursuant to \$445.36 in the year 2016-2017.

PASSED and APPROVED this 19th day of April, 2016, Board of Supervisors, Monona County, Iowa.

  
CHAIRMAN

ATTEST:   
DRAINAGE CLERK

PASSED and APPROVED this \_\_\_\_ day of April, 2016, Board of Supervisors, Woodbury County, Iowa.

\_\_\_\_\_  
CHAIRMAN

ATTEST: \_\_\_\_\_  
WOODBURY COUNTY AUDITOR

The Board of Supervisors of Monona County, Iowa met Tuesday, April 19, 2016 at 9:45 a.m., in the Board Room of the Courthouse in Onawa, Monona County, Iowa.

The meeting was called to order by Chairman Collison, and, upon roll being called, the following Board members were

Present: Collison, Hanson and Brouillette.

Absent: None.

\*\*\*\*\*

Supervisor Hanson introduced, caused to be read and moved the adoption of the **RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT IN THE SANDHILL-LAKEPORT INTER-COUNTY DRAINAGE DISTRICT OF MONONA AND WOODBURY COUNTIES, IOWA.**

Supervisor Collison seconded the motion to adopt the Resolution. Upon due consideration by the Board, the Chairman put the question; and upon roll being called, the vote was as follows:

AYES: Brouillette, Hanson and Collison.

NAYS: None.

Whereupon, the Chairman declared the Resolution duly adopted.

\*\*\*\*\*

**WOODBURY COUNTY, IOWA  
RESOLUTION \_\_\_\_\_**

The Board of Supervisors of Woodbury County, Iowa, met \_\_\_\_\_, 2016 at \_\_:\_\_.m. in the Board Room of the Courthouse in Sioux City, Woodbury County, Iowa.

The meeting was called to order by Chairman \_\_\_\_\_, and upon roll being called, the following Board members were

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

\*\*\*\*\*

Supervisor \_\_\_\_\_ introduced, caused to be read and moved the adoption of the **RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT IN THE SANDHILL-LAKEPORT INTER-COUNTY DRAINAGE DISTRICT OF MONONA AND WOODBURY COUNTIES, IOWA.**

Supervisor \_\_\_\_\_ seconded the motion to adopt the Resolution. Upon due consideration by the Board, the Chairman put the question; and upon roll being called, the vote was as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Chairman declared the Resolution duly adopted as follows:

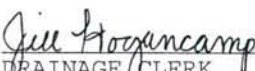
**RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT  
IN THE SANDHILL-LAKEPORT DRAINAGE DISTRICT**

WHEREAS, the Board of Trustees of the Sandhill-Lakeport Inter-County Drainage District, in session on the 16<sup>th</sup> day of March, 2016, requested that the Board of Supervisors levy a special assessment of Fifty Percent (50%) of the Original Assessment on all tracts of land, lots, public roads, and railroads in the Sandhill-Lakeport Inter-County Drainage District to procure funds from which to pay the costs and expenses of repair and maintenance incurred.

NOW, THEREFORE, BE IT RESOLVED by the Joint Board of Supervisors of Monona and Woodbury Counties, Iowa, acting as a Drainage Board for the Sandhill-Lakeport Inter-County Drainage District, that there be and is hereby levied upon all tracts of land, lots, public roads, and railroads in the Sandhill-Lakeport Inter-County Drainage District of Monona and Woodbury Counties, Iowa, a special assessment in the amount of Fifty Percent (50%) of the Original Assessment, and the Auditors of Monona and Woodbury Counties, Iowa, be directed and ordered to spread such levy upon said lands, to be collected under \$468.55 in semi-annual installments in the same manner as general property taxes are collected pursuant to \$445.36 in the year 2016-2017.

PASSED and APPROVED this 19th day of April, 2016, Board of Supervisors, Monona County, Iowa.

  
CHAIRMAN

ATTEST:   
DRAINAGE CLERK

PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016, Board of Supervisors, Woodbury County, Iowa.

\_\_\_\_\_  
CHAIRMAN

ATTEST: \_\_\_\_\_  
WOODBURY COUNTY AUDITOR

WOODBURY COUNTY, IOWA  
RESOLUTION # \_\_\_\_\_

The Board of Supervisors of Woodbury County, Iowa, met Tuesday, April \_\_, 2016 at \_\_:\_\_.m. in the Board Room of the Courthouse in Sioux City, Woodbury County, Iowa.

The meeting was called to order by Chairman \_\_\_\_\_, and upon roll being called, the following Board members were

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

\*\*\*\*\*

Supervisor \_\_\_\_\_ introduced, caused to be read and moved the adoption of the **RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT IN THE WOODBURY-MONONA LATERAL 2 DRAINAGE DISTRICT OF WOODBURY COUNTY, IOWA.**

Supervisor \_\_\_\_\_ seconded the motion to adopt the Resolution. Upon due consideration by the Board, the Chairman put the question; and upon roll being called, the vote was as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Chairman declared the Resolution duly adopted as follows:

**RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT  
IN THE WOODBURY-MONONA LATERAL 2 DRAINAGE DISTRICT  
WOODBURY COUNTY, IOWA**

**WHEREAS**, the Board of Trustees of the Little Sioux Inter-County Drainage District, Trustees of the Woodbury Monona Lateral 2 Drainage District, in session on the 10th day of March, 2016, requested that the Board of Supervisors levy a special assessment of Two Hundred Fifty Percent (250%) on all tracts of land, lots, public roads, and railroads in the Woodbury-Monona Lateral 2 Drainage District to procure funds from which to pay the costs and expenses of repair and maintenance incurred.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Woodbury County, Iowa, acting as a Drainage Board for the Woodbury-Monona Lateral 2 Drainage District, that there be and is hereby levied upon all tracts of land, lots, public roads, and railroads in the Woodbury-Monona Lateral 2 Drainage District of Woodbury County, Iowa, a special assessment in the amount of Two Hundred Fifty Percent (250%), and the Auditor of Woodbury County, Iowa, be directed and ordered to spread such levy upon said lands, to be collected under \$468.55 in semi-annual installments in the same manner as general property taxes are collected pursuant to \$445.36 in the year 2016-2017.

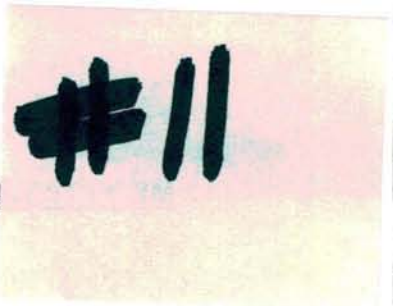
Page 2.

PASSED and APPROVED this \_\_\_\_ day of April, 2016, Board of Supervisors, Woodbury County, Iowa.

\_\_\_\_\_  
CHAIRMAN

ATTEST: \_\_\_\_\_  
WOODBURY COUNTY AUDITOR

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ**



Date: 4/21/16

Weekly Agenda Date: 4/26/16

DEPARTMENT HEAD / CITIZEN: David Gleiser – Rural Economic Development Director

SUBJECT: Update on USDA RBDG Grant

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**WORDING FOR AGENDA ITEM:** Update on USDA RBDG Grant

**EXECUTIVE SUMMARY:** The Rural Economic Development (RED) department seeks to provide the Board of Supervisors with an update about the County's USDA RBDG Grant application. USDA officials have recently notified the RED dept. that the County's comp. plan project is an ineligible project. The project could be eligible if the County replaced "Comprehensive Plans" with another description, such as "Development Plans" or Economic Development Plans". This issue was discussed with USDA officials during the County's recent trip to D.C. The RED Dept. has yet to receive feedback from the National office on the issue.

**BACKGROUND:** Woodbury County intends to hire a qualified consulting firm to develop comprehensive plans for rural cities in Woodbury County. In December the RED department received feedback from the Regional USDA RD office stating that if the application and purpose is structured correctly it appears that the project could fit in RBDG as an Opportunity Project. In recent weeks, the USDA State office received feedback from the National office that "Comprehensive Area-Wide Planning" is an ineligible project. Applications for this grant are due 6/1/16.

**FINANCIAL IMPACT:** 0

**RECOMMENDATION:** Do not change the wording in the County's RFP for the Comprehensive Planning Project.

**ACTION REQUIRED:** Give direction on next steps.

*Approved by Board of Supervisors March 3, 2015.*

#12a

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REG**

Date: April 20, 2016 \_\_\_\_\_

Weekly Agenda Date: April 26, 2016 \_\_\_\_\_

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Dennis D. Butler, Finance/Operations  
Controller \_\_\_\_\_

**WORDING FOR AGENDA ITEM:** Discussion and Action On The Proposed FY 2016 Budget Amendment #1 To Be Held May 24, 2016 at 4:45 P.M.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:** The County has reached the time of the FY to amend the current FY 2016 Budget. There have been unanticipated expenses, additional grants, contract settlement and new and revised Capital Projects for the current FY 2016. The hearing for this amendment #1 will take place on May 2016 at 4:45 p.m..

**BACKGROUND:** This is an annual event that is held every FY.

**FINANCIAL IMPACT:** The impact is two fold. First on the revenue there will be an increase of \$5,929,336 which is broken down on the attachment that I have included and using cash reserves in the amount of \$463,213 from various funds as shown on the Attachment. Second appropriations will increase by \$6,392,549. The biggest service area increase is capital projects. A breakdown by service area is shown on the attachment included. Also the attachment will include a detail by line item and department/division.

**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 by motion to set the budget amendment #1 hearing date for May 24, 2016 at 4:45 p.m..

**ACTION REQUIRED / PROPOSED MOTION:** Motion by \_\_\_\_\_ second by \_\_\_\_\_ to set the date for the public hearing for FY 2016 Amendment #1 on May 24, 2016 at 4:45 p.m..

*Approved by Board of Supervisors April 5, 2016.*

<b>COUNTY NAME:</b> Woodbury	<b>NOTICE OF PUBLIC HEARING</b> <b>AMENDMENT OF CURRENT COUNTY BUDGET</b>	<b>CO NO:</b> 97
---------------------------------	--	---------------------

The County Board of Supervisors will conduct a public hearing on the proposed amendment to the current County budget as follows:

<b>Meeting Date:</b> May 24, 2016	<b>Meeting Time:</b> 4:45 p.m.	<b>Meeting Location:</b> Board of Supervisors, Courthouse Lower Level
--------------------------------------	-----------------------------------	--

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, the proposed amendment. An approved budget amendment is required in order to permit increases in any class of expenditures as last certified or last amended.

County Telephone No.: 712-234-2910	For Fiscal Year Ending: 6/30/2016
------------------------------------	-----------------------------------

Iowa Department of Management Form 653 A-R Sheet 1 of 2 (Publish) (revised 05/01/14)	Total Budget as Certified or Last Amended	Proposed Current Amendment	Total Budget After Current Amendment
<b>REVENUES &amp; OTHER FINANCING SOURCES</b>			
Taxes Levied on Property	1 27,280,551		27,280,551
Less: Uncollected Delinquent Taxes - Levy Year	2		0
Less: Credits to Taxpayers	3 998,504		998,504
Net Current Property Taxes	4 26,282,047	0	26,282,047
Delinquent Property Tax Revenue	5 15,500		15,500
Penalties, Interest & Costs on Taxes	6 406,000		406,000
Other County Taxes/TIF Tax Revenues	7 6,942,174		6,942,174
Intergovernmental	8 11,473,634	3,638,183	15,111,817
Licenses & Permits	9 37,250	130,000	167,250
Charges for Service	10 2,444,498		2,444,498
Use of Money & Property	11 233,592		233,592
Miscellaneous	12 303,004	404,964	707,968
<b>Subtotal Revenues</b>	13 48,137,699	4,173,147	52,310,846
Other Financing Sources:			
General Long-Term Debt Proceeds	14 1,095,500	1,756,189	2,851,689
Operating Transfers In	15		0
Proceeds of Fixed Asset Sales	16 8,753,047		8,753,047
<b>Total Revenues &amp; Other Sources</b>	17 57,986,246	5,929,336	63,915,582
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>			
Operating:			
Public Safety & Legal Services	18 15,560,589	516,586	16,077,175
Physical Health & Social Services	19 5,065,312	94,922	5,160,234
Mental Health, ID & DD	20 4,780,782	4,178	4,784,960
County Environment & Education	21 2,550,200	1,113,107	3,663,307
Roads & Transportation	22 8,255,200	516,191	8,771,391
Government Services to Residents	23 2,485,217	6,835	2,492,052
Administration	24 6,222,595	198,447	6,421,042
Nonprogram Current	25 20,000		20,000
Debt Service	26 1,069,776		1,069,776
Capital Projects	27 5,569,177	3,942,283	9,511,460
<b>Subtotal Expenditures</b>	28 51,578,848	6,392,549	57,971,397
Other Financing Uses:			
Operating Transfers Out	29 8,753,047		8,753,047
Refunded Debt/Payments to Escrow	30		0
<b>Total Expenditures &amp; Other Uses</b>	31 60,331,895	6,392,549	66,724,444
<b>Excess of Revenues &amp; Other Sources over (under) Expenditures &amp; Other Uses</b>	32 (2,345,649)	(463,213)	(2,808,862)
Beginning Fund Balance - July 1,	33 15,628,185		15,628,185
Increase (Decrease) in Reserves (GAAP Budgeting)	34		0
Fund Balance - Nonspendable	35 1,732,423	(171,150)	1,561,273
Fund Balance - Restricted	36 6,728,758		6,728,758
Fund Balance - Committed	37		0
Fund Balance - Assigned	38		0
Fund Balance - Unassigned	39 4,821,355	(292,063)	4,529,292
<b>Total Ending Fund Balance - June 30,</b>	40 13,282,536	(463,213)	12,819,323

Explanation of changes:

Unanticipated expenses, additional grant and law changes. Also carryover capital improvement projects. Expending FEMA funds.

**Woodbury County**  
**FY 2016 Budget Amendment #1**  
**May 24, 2016**

**County Fund**

<u>Item#</u>	<u>Dept./Div. Name</u>	<u>Expenditure Change</u>	<u>Revenue Change</u>
	<u>Dept./Div.</u>	<u>Source of Revenue</u>	
<b><u>General Basic Fund:</u></b>			
1.	<b>Sheriff - Uniform Patrol Contract</b>		
	001-1001-410-1014 = Organized Employees	16,444	
	001-1001-410-1016 = Supervised - Organized	1,938	
	001-1051-410-1116 = Matching FICA	1,406	
	001-1051-410-1117 = Matching IPERS	1,816	
	Cash Reserves	21,604	21,604
2.	<b>Sheriff - Investigations Contract</b>		
	001-1011-410-1014 = Organized Employees	10,515	
	001-1011-410-1116 = Matching FICA	804	
	001-1011-410-1117 = Matching IPERS	1,039	
	Cash Reserves	12,358	12,358
3.	<b>Sheriff - Civil Division Contract</b>		
	001-1063-410-1014 = Organized Employees	7,228	
	001-1063-410-1116 = Matching FICA	553	
	001-1063-410-1117 = Matching IPERS	714	
	Cash Reserves	8,495	8,495
4.	<b>Sheriff - Crime Prevention Contract</b>		
	001-1065-410-1014 = Organized Employees	1,543	
	001-1065-410-1116 = Matching FICA	118	
	001-1065-410-1117 = Matching IPERS	152	
	Cash Reserves	1,813	1,813
5.	<b>Uniform Patrol</b>		
	001-1001-410-1014 = Organized Employees	45,588	
	001-1001-410-1116 = Matching FICA	4,191	
	001-1001-410-1117 = Matching IPERS	5,413	
	001-1001-410-1118 = Hospitalization	15,708	
	001-1001-410-1121 = Life Insurance	53	
	001-1001-410-1123 = Dental Insurance	352	
	001-1001-410-1126 = LTD Insurance	383	
	Cash Reserves	71,688	71,688

6.	<b>LEC Correctional Facility</b>		
	001-1051-410-2915 - Health Services Assistance	220,000	
	001-1061-344-4402 = Weapon Permits		65,000
	001-1051-344-4410 = Electronic Monitoring		25,000
	001-1061-344-4415 = Gun Permit Cards		30,000
	001-1051-327-2714 - Billing of Prisoners		100,000
7.	<b>Drug Task Force Grant</b>		
	001-1014-410-1118 = Hospitalization	3,760	
	001-1014-410-1121 = Life Insurance	13	
	001-1014-410-1123 = Dental Insurance	85	
	Cash Reserves		3,858
8.	<b>HIDTA Grant</b>		
	001-1012-410-1019 = Overtime	8,000	
	001-1012-410-1116 = Matching FICA	570	
	001-1012-410-1117 = Matching IPERS	1,343	
	001-1012-410-1118 = Hospitalization	4,420	
	001-1012-410-1121 = Life Insurance	15	
	001-1012-410-1123 = Dental Insurance	100	
	001-1012-410-6350 = Motor Vehicle	7,415	
	001-1012-327-2731 = Fed. Reimb. Overtime		6,448
	Cash Reserves		15,415
9.	<b>Commissary Funds</b>		
	001-1051-410-2330 = Commissary Expense	10,000	
	001-1051-344-4410 = Commissary Revenue		10,000
10.	<b>All Payroll Related Departments - LTD Increase</b>		
	001-1001-410-1126	2,672	
	001-1011-410-1126	1,458	
	001-1051-410-1126	13,512	
	001-1061-410-1126	1,681	
	001-1063-410-1126	1,589	
	001-1065-410-1126	244	
	001-1101-411-1126	4,118	
	001-1102-411-1126	244	
	001-1103-411-1126	244	
	001-1104-411-1126	1,458	
	001-3201-432-1126	655	
	001-6101-461-1126	730	
	001-6111-461-1126	1,629	
	001-6113-461-1126	716	
	001-8101-481-1126	3,214	
	001-8111-481-1126	2,019	
	001-9001-490-1126	932	

<b>10. All Payroll Related Departments - LTD Increase (continued)</b>			
001-9002-490-1126		632	
001-9003-490-1126		777	
001-9007-490-1126		465	
001-9011-490-1126		709	
001-9021-490-1126		1,610	
001-9101-491-1126		2,684	
001-9102-491-1126		390	
001-9103-491-1126		803	
Cash Reserves		<u>          </u>	45,185
<b>11. All Payroll Related Departments - County Life Insurance</b>			
001-1001-410-1121		264	
001-1011-410-1121		144	
001-1051-410-1121		1,443	
001-1061-410-1121		168	
001-1063-410-1121		168	
001-1065-410-1121		24	
001-1101-411-1121		409	
001-1102-411-1121		24	
001-1103-411-1121		24	
001-1104-411-1121		144	
001-3201-432-1121		73	
001-6101-461-1121		73	
001-6111-461-1121		168	
001-6113-461-1121		73	
001-8101-481-1121		361	
001-8111-481-1121		217	
001-9001-490-1121		120	
001-9002-490-1121		63	
001-9003-490-1121		84	
001-9007-490-1121		48	
001-9011-490-1121		73	
001-9021-490-1121		169	
001-9101-491-1121		312	
001-9102-491-1121		48	
001-9103-491-1121		96	
Cash Reserves		<u>          </u>	4,790
<b>12. All Payroll Related Departments - LTD Increase</b>			
001-3041-430-4815		13,053	
Cash Reserves		<u>          </u>	13,053
<b>13. General Relief</b>			
001-3112-431-3401 = Rent Assistance		21,000	
001-3112-431-3901 = Funeral Assistance		4,000	
Cash Reserves		<u>          </u>	25,000

14.	<b>Conservation - Administration</b>		
	001-6101-461-4440 = Motor Vehicle Expense	711	
	001-9011-385-8505 = Miscellaneous		711
15.	<b>Conservation - Parks</b>		
	001-6111-461-6360 = Motor Vehicle Expense	5,209	
	001-9011-385-8505 = Miscellaneous		5,209
16.	<b>Board of Expense</b>		
	001-9001-490-1118 = Employee Hospitalization	8,000	
	001-9001-490-4132 = Travel Expenses	1,000	
	001-9001-490-4134 = Meal Expenses	1,500	
	001-9001-490-4141 = Cell Phone Expense	800	
	001-9001-490-4202 = Fiscal Audit	6,500	
	001-9001-490-4220 = School of Instruction	2,500	
	Cash Reserves		20,300
17.	<b>Public Bidder</b>		
	001-9032-490-4005 = Official Publications & Legals	300	
	001-9032-385-8507 = Public Bidder Sales		300
18.	<b>Building Services - Courthouse</b>		
	001-9101-491-2320 = Custodial Supplies	6,450	
	001-9101-491-4302 = Water/Sewer	21,000	
	001-9101-491-4450 = Plumbing	17,257	
	001-9101-491-4478 = Contractual Services	10,818	
	Cash Reserves		55,525
19.	<b>Building Services - LEC</b>		
	001-9102-491-2330 = Custodial Supplies	17,420	
	001-9102-491-4101 = Contracted Garbage	1,205	
	001-9102-491-4302 = Water/Sewer	20,000	
	001-9102-491-4210 = Buildings	6,400	
	001-9102-491-4455 = HVAC	34,435	
	001-9102-491-4478 = Contractual Services	1,300	
	Cash Reserves		80,760
20.	<b>Building Services - Trosper-Hoyt</b>		
	001-9103-491-4310 = Electric Light & Power	11,700	
	001-9103-491-4420 = Equipment Maintenance	3,000	
	001-9103-491-4420 = Plumbing	1,000	
	001-9103-491-4478 = Contracted Services	4,500	
	Cash Reserves		20,200
21.	<b>Building Services - Praire Hills</b>		
	001-9105-491-4410 = Buildings	8,000	
	Cash Reserves		8,000

<b>22. Building Services - Building Services Building</b>		
001-9108-491-2601 = Office Supplies	200	
001-9108-491-4140 = Telephone Expense	185	
001-9108-491-4301 = Natural Gas	400	
001-9108-491-4302 = Water/Sewer	700	
001-9108-491-4410 = Buildings	1,300	
001-9108-491-4450 = Plumbing	100	
001-9108-491-4478 = Contractual Services	300	
Cash Reserves		3,185

**General Supplemental Fund:**

<b>23. Sheriff - Courthouse Security Contract</b>		
002-1430-414-1016 = Supervised - Organized	1,937	
002-1430-414-1116 = Matching FICA	148	
002-1430-414-1117 = Matching IPERS	191	
Cash Reserves		2,276

<b>24. All Payroll Related Departments - LTD Increase</b>		
002-1211-412-4815	2,892	
002-1238-412-4815	51	
002-1422-414-1126	2,167	
002-1430-414-1126	219	
002-3301-433-1126	4,374	
002-3313-433-1126	244	
002-3314-433-1126	244	
002-8001-480-1126	908	
002-8002-480-1126	5	
002-8011-480-1126	3	
002-8013-480-1126	5	
002-8014-480-1126	3	
002-9003-490-1126	98	
Cash Reserves		11,213

<b>25. All Payroll Related Departments - County Life Insurance</b>		
002-1422-414-1121	216	
002-1430-414-1121	24	
002-3301-433-1121	432	
002-3313-433-1121	24	
002-3314-433-1121	24	
002-8001-480-1121	97	
002-8011-480-1121	1	
002-8013-480-1121	1	
002-8014-480-1121	1	
002-9003-490-1121	10	
Cash Reserves		830

<b>26. Juvenile Detention</b>			
002-3301-433-1019 = Overtime		30,000	
002-3301-433-3060 = Prescription Medication		10,300	
002-3301-433-3520 = Ambulance Assistance		500	
002-3301-433-6360 = Office Equipment & Furniture		10,000	
002-3301-327-2704 = Care & Keep - Other			
Counties & Bureau of Indian Affairs			50,800

**County Case Management:**

<b>27. All Payroll Related Departments - LTD Increase</b>			
106-4521-442-1126		3,712	
Cash Reserves			3,712
<b>28. All Payroll Related Departments - County Life Insurance</b>			
106-4521-442-1121		370	
Cash Reserves			370

**County Services:**

<b>29. All Payroll Related Departments - County Life Insurance</b>			
110-4022-440-1121		55	
110-4222-422-1121		6	
110-4222-442-1121		3	
110-4411-444-1121		32	
Cash Reserves			96

**Rural Basic Fund:**

<b>30. Sheriff - Uniform Patrol Contract</b>			
111-1001-410-1014 = Organized Employees		7,979	
111-1001-410-1016 = Supervised - Organized		5,681	
111-1051-410-1116 = Matching FICA		1,045	
111-1051-410-1117 = Matching IPERS		1,350	
Cash Reserves			16,055
<b>31. All Payroll Related Departments - LTD Increase</b>			
111-1002-410-1126		2,432	
111-6011-460-1126		183	
111-6301-463-1126		465	
Cash Reserves			3,080
<b>32. All Payroll Related Departments - County Life Insurance</b>			
111-1002-410-1121		241	
111-6011-460-1121		18	
111-6301-463-1121		48	
Cash Reserves			307



**Secondary Road Fund:**

<b>33. All Payroll Related Departments - LTD Increase</b>			
220-7011-470-1126		2,400	
220-7112-471-1126		9,523	
220-9003-490-1126		49	
		<hr/>	
Cash Reserves			11,972
<b>34. All Payroll Related Departments - County Life Insurance</b>			
220-7011-470-1121		240	
220-7112-471-1121		944	
220-9003-490-1121		5	
		<hr/>	
Cash Reserves			1,189
<b>35. Secondary Raods Capital Projects</b>			
220-0203-402-9331 = Pipe Culverts		330,000	
220-0203-402-9360 = Granular		850,000	
220-0305-403-9367 = Portland Cement		1,000,000	
		<hr/>	
220-7011-320-2003 = Road Use Tax			500,000
220-7011-321-2107 = Rise Grant			900,000
220-7011-321-218 = Local Rise Grant Match			780,000
<b>36. Secondary Roads Expenditures</b>			
220-7117-471-9461 = Granular		500,000	
220-7118-471-9482 = Shoulders		400,000	
220-7102-471-9431 = Pipe Culverts		160,000	
220-7231-472-9810 = Drainage Assessments		40,000	
		<hr/>	
220-7011-320-2003 = Road Use Tax			500,000
220-7011-321-2154 = FEMA			600,000

**County Buildings & Property CIP:**

<b>37. Emergency Services</b>			
360-1211-412-6105 = Buildings		32,425	
Capital Loan Note			32,425
<b>38. District Health</b>			
360-3041-430-6105 = Buildings		(300,000)	
Cash Reserves			(300,000)
<b>39. Conservation - Administration</b>			
360-6101-461-6105 = Buildings		110,590	
360-6104-322-2228 = Wildlife Habitat GR.			83,900
360-6126-321-2223 = WRA Grant			26,690

40.	<b>Building Services - Courthouse</b>		
	360-9101-491-6105 = Buildings	<u>1,787,498</u>	
	LED Energy Rebates		361,384
	Capital Loan Note		1,426,114
41.	<b>Building Services - LEC</b>		
	360-9102-491-6105	<u>199,150</u>	
	Capital Loan Note		199,150
42.	<b>Building Services - Trospers-Hoyt</b>		
	360-9103-491-6105 = Buildings	<u>98,500</u>	
	Capital Loan Note		98,500
43.	<b>Building Services - Praire Hills</b>		
	360-9105-491-6105 = Buildings	<u>(20,880)</u>	
	Cash Reserves		(20,880)
44.	<b>WCICC Information</b>		
	360-9111-491-6335 = Data Processing Equipment	<u>(145,000)</u>	
	Cash Reserves		(145,000)

**County Library Fund:**

45.	<b>All Payroll Related Departments - LTD Increase</b>		
	261-6401-464-1126	<u>618</u>	
	Cash Reserves		618
46.	<b>All Payroll Related Departments - County Life Insurance</b>		
	261-6401-464-1121	<u>50</u>	
	Cash Reserves		50

**Emergency Services Fund:**

47.	<b>Emergency Services</b>		
	760-1211-412-4201 = Professional Service	<u>43,738</u>	
	Hazmat Re-imbursement		6,378
	CF Donation		37,360
	760-1211-412-4501 = Rent	<u>44,536</u>	
	Cash Reserves		44,536

**Conservation Reserve Fund:**

48.	<b>Conservation - Administration</b>		
	667-6101-461-6001 = Land Acquisition	430,000	
	667-6101-461-6105 = Buildings	<u>75,500</u>	
	Cash Reserves - REAP Fund		120,000
	Cash Reserves - Conservation Reserve Fund		310,500
	MRHD Grant		<u>75,000</u>

**Totals****Appropriations**6,392,549    6,392,549**Revenues****Service Area's Appropriation's Increase**

1xxx ,2xxx -Public Safety & Legal Services	516,586
3xxx - Physical Health & Social Services	94,922
4xxx - County Services (MH)	4,178
7xxx - Roads & Transportation	1,113,107
6xxx - Environmental & Education	516,191
8xxx - Government Services to Residents	6,835
9xxx - Administration	198,447
0xxx - Capital Projects	<u>3,942,283</u>
Sum of Apropriation Increases or Decreases	<u><u>6,392,549</u></u>

**Source of Revenues for Appropriation Increases**

Capital Loan Note		1,756,189
Grants		185,590
Miscellaneous:		
Intergovernmental Revenues	3,452,593	
LED Energy Rebates	361,384	
Permits	130,000	
CF Donation	37,360	
Miscellaneous	<u>6,220</u>	3,987,557
Cash Reserves:		
General Basic	292,063	
General Supplemental	14,319	
Case Management	4,082	
County Services	96	
Rural Basic	19,442	
REAP	120,000	
Secondary Roads	13,161	
County Library	<u>50</u>	463,213
Total Revenues		<u><u>6,392,549</u></u>

Sent to FY16 Payroll Budget		BUDGET AMENDMENT FY16								
GROUP D - CWA DEPUTIES		TO DENNIS 03/06/16								
FY 16										4
Name	FINAL TOTAL	3% Increase	Dept/Div	Difference						
DONALD F. ARMSTRONG	64,577.76	66,514.98	1430	1,937.22	001	1001	410	1014	16,443.88	✓
JAMES M. BAUERLY	64,577.76	66,514.98	1002	1,937.22				1016	1,937.22	✓
DAVID BENSON	60,239.04	62,046.04	1002	1,807.00				1116	1,406.15	✓
DOUGLAS E. BOETGER	64,577.76	66,514.98	1002	1,937.22				1117	1,816.05	✓
DEREK J. BRAND	51,791.04	53,344.61	1001	1,553.57	111	1002	410	1014	7,978.60	✓
BENJAMIN L. BROWN	51,435.84	52,978.74	1001	1,542.90				1016	5,681.44	✓
JOSEPH P. BUKOVICH	60,239.04	62,046.04	1063	1,807.00				1116	1,044.99	✓
ZANE L. CHWIRKA	54,789.44	56,432.96	1001	1,643.52				1117	1,349.61	✓
CLEVERINGA			1001		001	1011	410	1014	10,515.03	✓
DUSTIN D. DEGROOT	51,435.84	52,978.74	1002	1,542.90				1116	804.40	✓
VINCENT T. DVORAK	51,435.84	52,978.74	1002	1,542.90				1117	1,038.88	✓
DARIN M. FAY	60,239.04	62,046.04	1002	1,807.00	001	1063	410	1014	7,228.00	✓
ANGELA J. FUNDERMANN	60,239.04	62,046.04	1001	1,807.00				1116	552.94	✓
WILLIE E. GARRETT	54,789.44	56,432.95	1011	1,643.51				1117	714.13	✓
CHRISTINE J. GARTHRIE-CHWIRKA	60,239.04	62,046.04	1011	1,807.00	001	1065	410	1014	1,542.90	✓
GENE A. HACKER	60,239.04	62,046.04	1011	1,807.00				1116	118.03	✓
DAVID K. HANSEN	51,435.84	52,978.74	1001	1,542.90				1117	152.44	✓
PATRICK E. HINRICHSEN	64,577.76	66,514.98	1001	1,937.22	002	1430	414	1016	1,937.22	✓
CHRISTOPHER P. JANSEN	60,239.04	62,046.04	1011	1,807.00				1116	148.20	✓
MICHAEL W. LENZ	51,435.84	52,978.74	1065	1,542.90				1117	191.40	✓
GERAD W. LUKKEN	51,435.84	52,978.74	1002	1,542.90					62,601.51	✓
JAMES D. MCCRYSTAL	60,239.04	62,046.04	1063	1,807.00						✓
TYLER J. MILTON	51,435.84	52,978.74	1001	1,542.90						✓
RYAN J. PETERSON	54,789.44	56,432.96	1011	1,643.52						✓
TODD C. PETERSON	60,239.04	62,046.04	1001	1,807.00						✓
PATRICK J. POE	60,239.04	62,046.04	1063	1,807.00						✓
KENT W. ROEPKE	60,239.04	62,046.04	1001	1,807.00						✓
BRADLEY D. ROSE	60,239.04	62,046.04	1063	1,807.00						✓
NATHAN M. SANDS	54,789.44	56,432.96	1001	1,643.52						✓

TROY J. TADLOCK	51,791.04	53,344.61	1001	1,553.57					
TODD A. TROBAUGH	60,239.04	62,046.04	1011	1,807.00					
ANDREW S. VOGT	51,435.84	52,978.74	1002	1,542.90					
32	1,775,645.12	1,828,909.41		53,264.29					
Plus Extra Pay Categories		Count							
		11	1001	18,381.10					
		8	1002	13,660.04					
		6	1011	10,515.03					
		4	1063	7,228.00					
		1	1065	1,542.90					
		1	1430	1,937.22					
		31		53,264.29					
				4,074.72	7.65%				
				5,262.51	9.88%				
				62,601.52					

# WOODBURY COUNTY SHERIFF'S OFFICE BUDGET AMENDMENT 2016

## AMENDMENTS:

### ADDITIONAL FUNDS REQUESTED

**✓ TO LINE ITEM:**

**AMOUNT:**

001 1001 410 1014- Patrol Organized Employees	\$45,588
001 1001 410 1116 FICA	\$4,191
001 1001 410 1117 Ipers	\$5,413
001 1001 410 1118 Hospitalization	\$15,708
001 1001 410 1121 Life	\$53
001 1001 410 1123 Dental	\$352
001 1001 410 1126 LTD Ins	\$383

In May, 2015 the Sheriff's Office took over courthouse security. In order to do that we had to have a sergeant in charge of that. We were allowed to back-fill Sgt. Armstrong's position with a deputy, which wasn't budgeted for.

CR 471,688

**✓ 001 1051 410 2915- jail health services** **\$220,000**

Revenue from:

001 1061 344 4402 weapon permits	\$65,000
001 1051 327 2714 billing of prisoners	\$100,000
001 1051 344 4410 electronic monitoring	\$25,000
001 1061 344 4415 gun permit cards	\$30,000

**001 1051 410 2330- commissary funds** **\$10,000**

Revenue from: 001 1051 344 4410- commissary funds received

# GRANT FUNDS THAT NEED ADDED

## Drug Task Force

001 1014 410 1118	E.H.	\$3,760	
001 1014 410 1121	Life	\$13	
001 1014 410 1123	Dental	<u>\$85</u>	3,885
	Cash Reserves		

## HIDTA

001 1012 410 1019	overtime	\$8,000	
001 1012 410 1116	M F	\$570	
001 1012 410 1117	M I	\$1,343	
001 1012 410 1118	Hosp.	\$4,420	
001 1012 410 1121	Life	\$15	
001 1012 410 1123	Dental	\$100	
001 1012 410 6350		<u>\$7,415</u>	
		21,863	

C.R.

001-1012-327-2731 Fed Reimb. Overtime

6448  
15,415

Budget Book 2016			Budget Amendment 2016				
LTD @ .31			LTD @ .85				
		FY16	Budgeted / Orig .31 = Amt * .54 = New ✕				
Expenditure	Description	Original	Budgeted	Orig	Amt	New	Budget + New
1-1001-410-11-26	LTD INSURANCE	1,534.00	1,534.00	0.31	4,948.39	2,672.13	4,206
1-1011-410-11-26	LTD INSURANCE	837.00	837.00	0.31	2,700.00	1,458.00	2,295
1-1051-410-11-26	LTD INSURANCE	7,757.00	7,757.00	0.31	25,022.58	13,512.19	21,269
1-1061-410-11-26	LTD INSURANCE	965.00	965.00	0.31	3,112.90	1,680.97	2,646
1-1063-410-11-26	LTD INSURANCE	912.00	912.00	0.31	2,941.94	1,588.65	2,501
1-1065-410-11-26	LTD INSURANCE	140.00	140.00	0.31	451.61	243.87	384
1-1101-411-11-26	LTD INSURANCE	2,364.00	2,364.00	0.31	7,625.81	4,117.94	6,482
1-1102-411-11-26	LTD INSURANCE	140.00	140.00	0.31	451.61	243.87	384
1-1103-411-11-26	LTD INSURANCE	140.00	140.00	0.31	451.61	243.87	384
1-1104-411-11-26	LTD INSURANCE	837.00	837.00	0.31	2,700.00	1,458.00	2,295
1-3201-432-11-26	LTD INSURANCE	376.00	376.00	0.31	1,212.90	654.97	1,031
1-6101-461-11-26	LTD INSURANCE	419.00	419.00	0.31	1,351.61	729.87	1,149
1-6111-461-11-26	LTD INSURANCE	935.00	935.00	0.31	3,016.13	1,628.71	2,564
1-6113-461-11-26	LTD INSURANCE	411.00	411.00	0.31	1,325.81	715.94	1,127
1-8101-481-11-26	LTD INSURANCE	1,845.00	1,845.00	0.31	5,951.61	3,213.87	5,059
1-8111-481-11-26	LTD INSURANCE	1,159.00	1,159.00	0.31	3,738.71	2,018.90	3,178
1-9001-490-11-26	LTD INSURANCE	535.00	535.00	0.31	1,725.81	931.94	1,467
1-9002-490-11-26	LTD INSURANCE	363.00	363.00	0.31	1,170.97	632.32	995
1-9003-490-11-26	LTD INSURANCE	446.00	446.00	0.31	1,438.71	776.90	1,223
1-9007-490-11-26	LTD INSURANCE	267.00	267.00	0.31	861.29	465.10	732
1-9011-490-11-26	LTD INSURANCE	407.00	407.00	0.31	1,312.90	708.97	1,116
TESTED CALC COMPARED TO FY 2017 = 1,122 same rate of .85							
1-9021-490-11-26	LTD INSURANCE	924.00	924.00	0.31	2,980.65	1,609.55	2,534
1-9101-491-11-26	LTD INSURANCE	1,541.00	1,541.00	0.31	4,970.97	2,684.32	4,225
1-9102-491-11-26	LTD INSURANCE	224.00	224.00	0.31	722.58	390.19	614
1-9103-491-11-26	LTD INSURANCE	461.00	461.00	0.31	1,487.10	803.03	1,264
2-1422-414-11-26	LTD INSURANCE	1,244.00	1,244.00	0.31	4,012.90	2,166.97	3,411
2-1430-414-11-26	LTD INSURANCE	126.00	126.00	0.31	406.45	219.48	345
2-3301-433-11-26	LTD INSURANCE	2,511.00	2,511.00	0.31	8,100.00	4,374.00	6,885
2-3313-433-11-26	LTD INSURANCE	140.00	140.00	0.31	451.61	243.87	384
2-3314-433-11-26	LTD INSURANCE	140.00	140.00	0.31	451.61	243.87	384
2-8001-480-11-26	LTD INSURANCE	521.00	521.00	0.31	1,680.65	907.55	1,429
2-8002-480-11-26	LTD INSURANCE	3.00	3.00	0.31	9.68	5.23	8
2-8011-480-11-26	LTD INSURANCE	2.00	2.00	0.31	6.45	3.48	5
2-8013-480-11-26	LTD INSURANCE	3.00	3.00	0.31	9.68	5.23	8
2-8014-480-11-26	LTD INSURANCE	2.00	2.00	0.31	6.45	3.48	5
2-9003-490-11-26	LTD INSURANCE	56.00	56.00	0.31	180.65	97.55	154
106-4521-442-11-26	LTD INSURANCE	2,131.00	2,131.00	0.31	6,874.19	3,712.06	5,843
111-1002-410-11-26	LTD INSURANCE	1,396.00	1,396.00	0.31	4,503.23	2,431.74	3,828
111-6011-460-11-26	LTD INSURANCE	105.00	105.00	0.31	338.71	182.90	288
111-6301-463-11-26	LTD INSURANCE	267.00	267.00	0.31	861.29	465.10	732





Budget Book 2016			Budget Amendment 2016				
County Life @ \$2.40			County Life @ \$4.40				
		FY16	Budgeted / Orig 2.20 = Amt * 2.00 = New				FY 16
Expenditure	Description	Original	Budgeted	Orig	Amt	New	Budget + New
1-1001-410-11-21	LIFE INSURANCE	317.00	317.00	2.40	132.08	264.17	581
1-1011-410-11-21	LIFE INSURANCE	173.00	173.00	2.40	72.08	144.17	317
1-1051-410-11-21	LIFE INSURANCE	1,732.00	1,732.00	2.40	721.67	1,443.33	3,175
1-1061-410-11-21	LIFE INSURANCE	202.00	202.00	2.40	84.17	168.33	370
1-1063-410-11-21	LIFE INSURANCE	202.00	202.00	2.40	84.17	168.33	370
1-1065-410-11-21	LIFE INSURANCE	29.00	29.00	2.40	12.08	24.17	53
1-1101-411-11-21	LIFE INSURANCE	491.00	491.00	2.40	204.58	409.17	900
1-1102-411-11-21	LIFE INSURANCE	29.00	29.00	2.40	12.08	24.17	53
1-1103-411-11-21	LIFE INSURANCE	29.00	29.00	2.40	12.08	24.17	53
1-1104-411-11-21	LIFE INSURANCE	173.00	173.00	2.40	72.08	144.17	317
1-3201-432-11-21	LIFE INSURANCE	87.00	87.00	2.40	36.25	72.50	160
1-6101-461-11-21	LIFE INSURANCE	87.00	87.00	2.40	36.25	72.50	160
1-6111-461-11-21	LIFE INSURANCE	202.00	202.00	2.40	84.17	168.33	370
1-6113-461-11-21	LIFE INSURANCE	87.00	87.00	2.40	36.25	72.50	160
1-8101-481-11-21	LIFE INSURANCE	433.00	433.00	2.40	180.42	360.83	794
1-8111-481-11-21	LIFE INSURANCE	260.00	260.00	2.40	108.33	216.67	477
1-9001-490-11-21	LIFE INSURANCE	144.00	144.00	2.40	60.00	120.00	264
1-9002-490-11-21	LIFE INSURANCE	75.00	75.00	2.40	31.25	62.50	138
1-9003-490-11-21	LIFE INSURANCE	101.00	101.00	2.40	42.08	84.17	185
1-9007-490-11-21	LIFE INSURANCE	58.00	58.00	2.40	24.17	48.33	106
1-9011-490-11-21	LIFE INSURANCE	87.00	87.00	2.40	36.25	72.50	160
TESTED CALC COMPARED TO FY 2017 = 159 same rate of \$4.40							
1-9021-490-11-21	LIFE INSURANCE	203.00	203.00	2.40	84.58	169.17	372
1-9101-491-11-21	LIFE INSURANCE	375.00	375.00	2.40	156.25	312.50	688
1-9102-491-11-21	LIFE INSURANCE	58.00	58.00	2.40	24.17	48.33	106
1-9103-491-11-21	LIFE INSURANCE	115.00	115.00	2.40	47.92	95.83	211
2-1422-414-11-21	LIFE INSURANCE	260.00	260.00	2.40	108.33	216.67	477
2-1430-414-11-21	LIFE INSURANCE	29.00	29.00	2.40	12.08	24.17	53
2-3301-433-11-21	LIFE INSURANCE	519.00	519.00	2.40	216.25	432.50	952
2-3313-433-11-21	LIFE INSURANCE	29.00	29.00	2.40	12.08	24.17	53
2-3314-433-11-21	LIFE INSURANCE	29.00	29.00	2.40	12.08	24.17	53
2-8001-480-11-21	LIFE INSURANCE	116.00	116.00	2.40	48.33	96.67	213
2-8011-480-11-21	LIFE INSURANCE	1.00	1.00	2.40	0.42	0.83	2
2-8013-480-11-21	LIFE INSURANCE	1.00	1.00	2.40	0.42	0.83	2
2-8014-480-11-21	LIFE INSURANCE	1.00	1.00	2.40	0.42	0.83	2
2-9003-490-11-21	LIFE INSURANCE	12.00	12.00	2.40	5.00	10.00	22
106-4521-442-11-21	LIFE INSURANCE	444.00	444.00	2.40	185.00	370.00	814
110-4022-440-11-21	LIFE INSURANCE	66.00	66.00	2.40	27.50	55.00	121
110-4222-422-11-21	LIFE INSURANCE	7.00	7.00	2.40	2.92	5.83	13
110-4222-442-11-21	LIFE INSURANCE	4.00	4.00	2.40	1.67	3.33	7

4,790 ✓

839 ✓

370 ✓

4438  
921 ✓

Budget Book 2016			Budget Amendment 2016				
County Life @ \$2.40			County Life @ \$4.40				
		FY16	Budgeted / Orig 2.20 = Amt * 2.00 = New				FY 16
Expenditure	Description	Original	Budgeted	Orig	Amt	New	Budget + New
110-4411-444-11-21	LIFE INSURANCE	38.00	38.00	2.40	15.83	31.67	70
111-1002-410-11-21	LIFE INSURANCE	289.00	289.00	2.40	120.42	240.83	530
111-6011-460-11-21	LIFE INSURANCE	22.00	22.00	2.40	9.17	18.33	40
111-6301-463-11-21	LIFE INSURANCE	58.00	58.00	2.40	24.17	48.33	106
220-7011-470-11-21	LIFE INSURANCE	288.00	288.00	2.40	120.00	240.00	528
220-7112-471-11-21	LIFE INSURANCE	1,133.00	1,133.00	2.40	472.08	944.17	2,077
220-9003-490-11-21	LIFE INSURANCE	6.00	6.00	2.40	2.50	5.00	11
261-6401-464-11-21	LIFE INSURANCE	60.00	60.00	2.40	25.00	50.00	110
760-1211-412-11-21	LIFE INSURANCE	173.00	173.00	2.40	72.08	144.17	317
769-0501-405-11-21	LIFE INSURANCE	150.00	150.00	2.40	62.50	125.00	275
928-9003-490-11-21	LIFE INSURANCE	26.00	26.00	2.40	10.83	21.67	48
51		9,510.00	9,510.00	120.00	3,962.50	7,925.00	17,435
					INCREASE		7,925.00

302  
 1199  
 50.  
 317

7632

The General Assistance program has assisted 427 households to date. In the last fiscal year, 485 families received some form of assistance. We have \$4,274.58 remaining and believe that approximately \$25,000 will be needed in the time remaining this year. A few reasons that we feel we are running short are that we have had additional burials (which range from \$835 - \$1,300 each) and increased requests for housing and incidentals. Last year we were able to utilize funding for rental assistance that is not available this year, so the amount spent for shelter has increased. Incidentals are uniforms, steel toed boots, non-stick shoes, smocks or other clothing required for work. Traditionally in the last quarter of the fiscal year there is a higher demand for utility assistance, since the Low Income Home Energy Assistance Program ends in April.

I will be asking the Community Action Board of Directors to direct some funding toward General Assistance at their next meeting on Monday. I hope they approve this request; if they do we could utilize that funding to pay for work clothing and transportation for families up to 150%. We would be grateful for any additional funding that could be provided.

Jean Logan

BD OF SUPERVISORS	Y/T	T/B	DIFF.	Clients Served
<b>FY15-16</b>	<b>\$109,700.00</b>	beginning balance		
July-15	\$10,640.44	10,640.44	10,640.44	0.00 39
August-15	\$15,875.68	26,516.12	26,516.12	0.00 68
September-15	\$26,239.40	52,755.52	52,755.52	0.00 121
October-15	\$6,771.57	59,527.09	59,527.09	0.00 18
November-15	\$4,675.07	64,202.16	64,202.16	0.00 18
December-15	\$14,215.92	78,418.08	78,418.08	0.00 44
January-16	\$7,828.75	86,246.83	86,246.83	0.00 27
February-16	\$5,748.68	91,995.51	91,995.51	0.00 22
March-16	\$6,656.19	98,651.70	98,651.70	0.00 23
April-16	\$6,773.72	105,425.42	105,425.42	105,425.42 22
May-16		105,425.42	105,425.42	105,425.42 0
June-16		105,425.42	105,425.42	105,425.42 0
		<b>105,425.42</b>	<b>105,425.42</b>	<b>402</b>
\$26,950.00 admin	<b>\$4,274.58</b>	Remaining Balance		

BD OF SUPERVISORS	Y/T	T/B	DIFF.	Clients Served
<b>FY14-15</b>	<b>\$112,200.00</b>	Beginning Balance		
July-14	\$6,069.57	6,069.57	6,069.57	0.00 31
August-14	\$13,148.02	19,217.59	19,217.59	0.00 64
September-14	\$21,363.96	40,581.55	40,581.55	0.00 99
October-14	\$5,643.52	46,225.07	46,225.07	0.00 20
November-14	\$5,247.92	51,472.99	51,472.99	0.00 24
December-14	\$7,945.71	59,418.70	59,418.70	0.00 27
January-15	\$6,034.00	65,452.70	65,452.70	0.00 31
February-15	\$5,206.49	70,659.19	70,659.19	0.00 30
March-15	\$4,221.30	74,880.49	74,880.49	0.00 23
April-15	\$5,947.19	80,827.68	80,827.68	0.00 23
May-15	\$6,680.29	87,507.97	87,507.97	0.00 30
June-15	\$23,413.29	110,921.26	110,921.26	0.00 83
		110,921.26		<b>485</b>
	<b>\$1,278.74</b>	Remaining Balance		

Community Action Agency of Siouxland

ACTUAL & PROJECT EXPENSES

ACCT. NUMBER	DESCRIPTION	YTD 7/1/2015 6/30/2016	BUDGET 7/1/2015 6/30/2016	BALANCE OF BUDGET	% OF BUDGET SPENT
GRL-4-09-00-4220	BOARD OF SUPERVISORS REVENUE	(\$109,700.00)	(\$109,700.00)	\$0.00	100.00%
GRL-4-09-00-4221	BOARD OF SUPERVISORS ADMIN REVENUE	(\$26,950.00)	(\$26,950.00)	\$0.00	100.00%
	<b>TOTAL REVENUE</b>	<b>(\$136,650.00)</b>	<b>(\$136,650.00)</b>	<b>\$0.00</b>	<b>100.00%</b>
GRL-5-22-00-9800	CLIENT BURIALS	\$16,943.00	8,500.00	(\$8,443.00)	199.33%
GRL-5-22-00-9830	CLIENT INCIDENTALS	\$313.00	200.00	(\$113.00)	156.50%
GRL-5-22-00-9840	CLIENT MEDICAL	\$830.00	2,500.00	\$1,670.00	33.20%
GRL-5-22-00-9860	CLIENT TRANSPORTATION	\$4,075.00	3,500.00	(\$575.00)	116.43%
GRL-5-22-00-9870	CLIENT UTILITIES	\$33,263.00	39,500.00	(\$1,513.00)	103.83%
GRL-5-22-00-9874	CLIENT SHELTER	\$71,001.00	55,500.00	(\$15,501.00)	127.93%
GRL-5-22-00-9878	CLIENT WATER	\$7,750.00			
	<b>TOTAL CLIENT EXPENSES</b>	<b>\$134,175.00</b>	<b>\$109,700.00</b>	<b>(\$24,475.00)</b>	<b>122.31%</b>
GRL-5-20-00-9900	ADMINISTRATION	\$26,950.00	\$26,950.00	\$0.00	100.00%
	<b>TOTAL CLIENT &amp; ADMINISTRATION</b>	<b>\$161,125.00</b>	<b>\$136,650.00</b>	<b>(\$24,475.00)</b>	<b>117.91%</b>

**FY16 BUDGET AMENDMENT #1 REQUEST  
CONSERVATION DEPARTMENT  
April 2016**

**REVENUES**

360-6126	Water Recreation Access Grant	360-6126-321-2223	\$ 26,690 ✓
667-6116	Wildlife Habitat Stamp Grant	360-6104-322-2228	85,500 ✓
667-6101	Reserve Fund Cash Balances		308,900 ✓
266-6101	REAP Fund Cash Balances		120,000 ✓
667-6101	MRHD Grant		75,000 ✓
001	City/County Auction Proceeds		5,209 ✓
001	Insurance Reimbursement		711 ✓
<b>TOTAL REVENUES:</b>			<b>\$ 622,010</b>

**DISBURSEMENTS**

360-6101-461-6105	Conservation CIP Projects		\$ 110,590 ✓
667-6101-461-6001	Land Acquisition		430,000 ✓
667-6101-461-6105	Buildings		75,500 ✓
001-6101-461-4440	Motor Vehicle Expense		711 ✓
001-6111-461-6360	Equipment and Furniture		5,209 ✓
<b>TOTAL DISBURSEMENTS:</b>			<b>\$ 622,010</b>

## Dennis Butler - Budget Amendment

---

**From:** Karen James  
**To:** Butler, Dennis  
**Date:** 4/19/2016 4:08 PM  
**Subject:** Budget Amendment

---

Department	Account	Amount	Funding Source
Board Expense:	<u>001-9001-490-1118</u>	+8,000	Reserve
	<u>001-9001-490-4132</u>	+1,000	Reserve
	<u>001-9001-490-4134</u>	+1,500	Reserve
	<u>001-9001-490-4141</u>	+ 800	Reserve
	<u>001-9001-490-4202</u>	+6,500	Reserve
	<u>001-9001-490-4220</u>	+2,500	Reserve
		<u>20,300</u>	
Board Admin.:	<del>001-9002-490-1004</del>	+33,087	Reserve
	<del>001-9002-490-1116</del>	+ 5,912	Reserve
	<del>001-9002-490-1118</del>	+ 5,748	Reserve
	<del>001-9002-490-4005</del>	+11,297	Reserve
Public Bidder:	<u>001-9032-490-4005</u>	+ 300	Public Bidder Sales

*001-9032-385-8507*

Karen James  
 Administrative Coordinator  
 Board of Supervisors  
 620 Douglas Street  
 Sioux City, IA 51101  
712-279-6525



Building Services

**LEC**

001-9102-491-23-30	Custodial Supplies	\$17,420
001-9102-491-41-01	Contracted Garbage	\$1,205
001-9102-491-43-02	Water/Sewer	\$20,000
001-9102-491-42-10	Buildings	\$6,400
001-9102-491-44-55	HVAC	\$34,435
001-9102-491-44-78	Contractual Services	\$13,000
<b>TOTAL (LEC)</b>		<b>\$92,460.00</b>

**TROSPER-HOYT**

001-9103-491-43-10	Electric Light & Power	\$11,700
001-9103-491-44-20	Equipment Maintenance	\$3,000
001-9103-491-44-20	Plumbing	\$1,000
001-9103-491-44-78	Contractual Services	\$4,500
<b>TOTAL (TROSPER-HOYT)</b>		<b>\$20,200.00</b>

**PRAIRIE HILLS**

001-9105-491-44-10	Buildings	\$8,000
<b>TOTAL (PRAIRIE HILLS)</b>		<b>\$8,000.00</b>

**BUILDING SERVICES**

001-9108-491-26-01	Office Supplies	\$200
--------------------	-----------------	-------

001-9108-491-41-40	Telephone Expenses	\$185
001-9108-491-43-01	Natural Gas	\$400
001-9108-491-43-02	Water/ Sewer	\$700
001-9108-491-44-10	Buildings	\$1,300
001-9108-491-44-50	Plumbing	\$100
001-9108-491-44-78	Contractural Services	\$300
<b>TOTAL (BUILDING SERV.)</b>		<b>\$3,185</b>

**COURTHOUSE**

001-9101-491-23-20	Custodial Supplies	\$6,450
001-9101-491-43-02	Water/ Sewer	\$21,000
001-9101-491-44-50	Plumbing	\$17,257
001-9101-491-44-78	Contractural Services	\$10,818
<b>TOTAL (COURTHOUSE)</b>		<b>\$55,525.00</b>

✓

## WOODBURY COUNTY JUVENILE DETENTION CENTER

To: Dennis Butler

From: Mark Olsen, Director, WCJDC

Subject: 2016 Budget Amendment

Date: April 19, 2016

Dennis

The following is a requested budget amendments for 2016.

1. Over-Time: Because of the unanticipated long term manpower shortage due to staff injuries line item # 433-002=3301-10 19 (over-time) is short I am recommending an amendment of \$30,000.00 to supplement the current shortage.
2. Prescription Medication: Because of the unanticipated county responsibility for cost of medication for all state/Woodbury youth once they are incarcerated in detention and the high cost of psychiatric medications the original amount budgeted was not enough to cover the cost. I am requesting a line item #3301-433-30 60 increase of \$10,300.00 to cover the cost.  
*Prescription Medication*
3. Ambulance: Because of the higher number of ambulance calls than averaged in past years I would recommend a budget amendment of \$500.00 *002-3301-433-3520 Ambulance Assistance*
4. Machinery&Equipment: I was required to replace the security camera hard drive for \$8,000.00 and four security monitors that had burned out for a total of \$3,200.00. I am recommending a budget amendment of \$10,000.00 *002-3301-433-6360 Office Equipment and Furniture*

Total budget amendment of \$50,300.00

Revenue that can replace the shortages:

\$40,000.00 can be used from revenue brought in through the Bureau of Indian Affairs  
\$15,000.00 can be used from revenue brought in through Dakota County holds.  
*002-3301-327-2704*

If you have any questions please feel free to contact me.

Sincerely

  
Mark Olsen

Director  
WCJDC

## Dennis Butler - Budget amendment

---

**From:** Mark Nahra  
**To:** Dennis Butler  
**Date:** 4/18/2016 12:01 AM  
**Subject:** Budget amendment

---

Dennis:

Here are my budget amendment items:

Revenue:

RUTF: 220 7011 320 2003 \$5,300,000 increase \$1,000,000 above original estimate  
 RISE: 220 7011 321 2107 \$1,400,000 increase \$ 900,000 due to new RISE grant and remaining reimbursements for projects completed.  
 RISE Bond: 220 7011 321 2108 \$ 780,000 increase \$ 780,000 due to new RISE grant bond match for AGP project  
 FEMA/ER 220 7011 321 2154 \$1,000,000 increase \$ 600,000 due to additional project approvals

Expenditures:

✓ 220 0203 402 9331 \$ 330,000 Pipe Culverts increased due to ER/FEMA work - increase by \$300,000 above original budget  
 ✓ 220 0203 402 9360 \$ 850,000 Granular increased due to ER/FEMA work - increase by \$850,000 above original budget  
 ✓ 220 0305 403 9367 \$1,000,000 PCC Paving item increased for AGP project - increase by \$1,000,000 above original budget  
220 7117 471 9461 \$1,500,000 Granular increased to allow more gravel purchase due to extra gas tax - increase by \$500,000 above original budget  
220 7118 471 9482 \$ 400,000 Shoulders increased as line item involved in FEMA/ER repair work - increase by \$400,000 above original budget  
220 7102 471 9431 \$ 200,000 Pipe Culverts increased as line item involved in FEMA/ER repair work - increase by \$160,000 above original budget  
220 7231 472 9810 \$ 30,000 Drainage Assessments increased due to additional expenses in FY 2016

This should be it. Let me know if you have questions.

Mark

Mark J. Nahra, P.E.  
 Woodbury County Engineer  
 759 E. Frontage Road  
 Merville, Iowa 51039  
 phone: 712-873-3215  
 fax: 712-873-3235  
 email: [mnahra@woodburycountyiowa.gov](mailto:mnahra@woodburycountyiowa.gov)

PREPARED 04/12/2016, 10:30:24  
PROGRAM: GM267L  
WOODBURY COUNTY

DETAIL BUDGET REPORT  
83% OF YEAR LAPSED

PAGE 1  
ACCOUNTING PERIOD 10/2016

-----  
REPORT SELECTIONS

Fiscal year . . . . . : 2016  
Fund . . . . . : 360  
All Departments  
All Divisions  
Suppress accounts with zero balances . . . . : Y  
-----

PREPARED 04/12/2016, 10:30:24  
 PROGRAM: GM267L  
 WOODBURY COUNTY

DETAIL BUDGET REPORT  
 83% OF YEAR LAPSED

FUND 360 COUNTY BLDGS. & PROP. CIP			DEPT/DIV 1211 EMERGENCY SERVICES/EMERGENCY SERVICES							ANNUAL	UNENCUMB.	%
BA	ELE	OBJ	*****CURRENT*****			*****YEAR-TO-DATE*****			BUDGET	BALANCE	BDGT	
SUB	SUB	DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.			
41		PUBLIC SAFETY										
412		EMERGENCY SERVICES										
	61	BUILDINGS & PLANT										
	61 05	BUILDINGS	3750	.00	0	37500	67414.67	180	.00	45000	22414.67- 150	
	61 **	BUILDINGS & PLANT	3750	.00	0	37500	67414.67	180	.00	45000	22414.67- 150	
412	** **	EMERGENCY SERVICES	3750	.00	0	37500	67414.67	180	.00	45000	22414.67- 150	
41	** **	PUBLIC SAFETY	3750	.00	0	37500	67414.67	180	.00	45000	22414.67- 150	
DIV	1211	TOTAL ***** EMERGENCY SERVICES	3750	.00	0	37500	67414.67	180	.00	45000	22414.67- 150	

*77,425*

*+ 32,425*

FUND 360 COUNTY BLDGS. & PROP. CIP			DEPT/DIV 1240 EMERGENCY SERVICES/STARCOM PROGRAM					ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
BA	ELE	OBJ	*****CURRENT*****			*****YEAR-TO-DATE*****				
SUB	SUB	DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	
41		PUBLIC SAFETY								
412		EMERGENCY SERVICES								
	61	BUILDINGS & PLANT	6708	.00	0	67080	60374.81	90	.00	80500
	61 05	BUILDINGS								20125.19 75
	61 **	BUILDINGS & PLANT	6708	.00	0	67080	60374.81	90	.00	80500
										20125.19 75
412	** **	EMERGENCY SERVICES	6708	.00	0	67080	60374.81	90	.00	80500
										20125.19 75
41	** **	PUBLIC SAFETY	6708	.00	0	67080	60374.81	90	.00	80500
										20125.19 75
DIV	1240	TOTAL ***** STARCOM PROGRAM	6708	.00	0	67080	60374.81	90	.00	80500
										20125.19 75
DEPT	12	TOTAL ***** EMERGENCY SERVICES	10458	.00	0	104580	127789.48	122	.00	125500
										2289.48- 102

*ok*

PREPARED 04/12/2016, 10:30:24  
 PROGRAM: GM267L  
 WOODBURY COUNTY

DETAIL BUDGET REPORT  
 83% OF YEAR LAPSED

FUND 360 COUNTY BLDGS. & PROP. CIP			DEPT/DIV 3041 PHYSICAL HEALTH SERVICES/D. H. ADMINISTRATION							ANNUAL	UNENCUMB.	%
BA	ELE	OBJ	*****CURRENT*****			*****YEAR-TO-DATE*****			BUDGET	BALANCE	BDGT	
SUB	SUB	DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.			
43		PHYSICAL HEALTH & SOCIAL										
430		PHYSICAL HEALTH SERVICES										
	61	BUILDINGS & PLANT										
	61 05	BUILDINGS	25000	.00	0	250000	.00	0	.00	<del>300000</del>	300000.00	0
	61 **	BUILDINGS & PLANT	25000	.00	0	250000	.00	0	.00	<del>300000</del>	300000.00	0
430 ** **		PHYSICAL HEALTH SERVICES	25000	.00	0	250000	.00	0	.00	300000	300000.00	0
43 ** **		PHYSICAL HEALTH & SOCIAL	25000	.00	0	250000	.00	0	.00	300000	300000.00	0
DIV 3041		TOTAL *****										
		D. H. ADMINISTRATION	25000	.00	0	250000	.00	0	.00	300000	300000.00	0
DEPT 30		TOTAL *****										
		PHYSICAL HEALTH SERVICES	25000	.00	0	250000	.00	0	.00	300000	300000.00	0

0

-300,000



FUND 360 COUNTY BLDGS. & PROP. CIP			DEPT/DIV 6101 CONSERV. & RECREA. SER./CONSERVATION ADMIN.						ANNUAL	UNENCUMB.	%	
BA	ELE	OBJ	*****CURRENT*****			*****YEAR-TO-DATE*****			BUDGET	BALANCE	BDGT	
SUB	SUB	DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.			
46		COUNTY ENVIRONMENT										
461		CONSERV. & RECREA. SER.										
	61	BUILDINGS & PLANT	12500	.00	0	125000	55014.99	44	.00	150000	94985.01	37
	61 05	BUILDINGS								<del>150000</del>	94985.01	37
	61 **	BUILDINGS & PLANT	12500	.00	0	125000	55014.99	44	.00	150000	94985.01	37
461	** **	CONSERV. & RECREA. SER.	12500	.00	0	125000	55014.99	44	.00	150000	94985.01	37
46	** **	COUNTY ENVIRONMENT	12500	.00	0	125000	55014.99	44	.00	150000	94985.01	37
DIV	6101	TOTAL *****										
		CONSERVATION ADMIN.	12500	.00	0	125000	55014.99	44	.00	150000	94985.01	37
DEPT	61	TOTAL *****										
		CONSERV. & RECREA. SER.	12500	.00	0	125000	55014.99	44	.00	150000	94985.01	37

*260,590*

FUND 360 COUNTY BLDGS. & PROP. CIP			DEPT/DIV 8001 REPRESENTATION SERVICES/ELECTIONS ADMINISTRATION						ANNUAL	UNENCUMB.	%
BA	ELE	OBJ	*****CURRENT*****			*****YEAR-TO-DATE*****			BUDGET	BALANCE	BDGT
SUB	SUB	DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.		
48		STATE & LOCAL GOVT. SERV.									
480		REPRESENTATION SERVICES									
	63	MACHINERY & EQUIPMENT									
	63 60	OFFICE EQUIPMENT & FURN.	20833	.00	0	208330	.00	0	.00	250000	250000.00 0
	63 **	MACHINERY & EQUIPMENT	20833	.00	0	208330	.00	0	.00	250000	250000.00 0
480	** **	REPRESENTATION SERVICES	20833	.00	0	208330	.00	0	.00	250000	250000.00 0
48	** **	STATE & LOCAL GOVT. SERV.	20833	.00	0	208330	.00	0	.00	250000	250000.00 0
DIV	8001	TOTAL *****									
		ELECTIONS ADMINISTRATION	20833	.00	0	208330	.00	0	.00	250000	250000.00 0
DEPT	80	TOTAL *****									
		REPRESENTATION SERVICES	20833	.00	0	208330	.00	0	.00	250000	250000.00 0

*ok*

FUND 360 COUNTY BLDGS. & PROP. CIP			DEPT/DIV 9101 CENTRAL SERVICES/COURTHOUSE							ANNUAL	UNENCUMB.	%
BA	ELE	OBJ	*****CURRENT*****			*****YEAR-TO-DATE*****			BUDGET	BALANCE	BDGT	
SUB	SUB	DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.			
49		INTERPROGRAM SERVICES										
491		CENTRAL SERVICES										
	61	BUILDINGS & PLANT										
	61 05	BUILDINGS	1666	12283.99	737	16660	609005.93	3656	.00	<del>20000</del>	589005.93-3045	
	61 **	BUILDINGS & PLANT	1666	12283.99	737	16660	609005.93	3656	.00	20000	589005.93-3045	
491	** **	CENTRAL SERVICES	1666	12283.99	737	16660	609005.93	3656	.00	20000	589005.93-3045	
49	** **	INTERPROGRAM SERVICES	1666	12283.99	737	16660	609005.93	3656	.00	20000	589005.93-3045	
DIV	9101	TOTAL ***** COURTHOUSE	1666	12283.99	737	16660	609005.93	3656	.00	20000	589005.93-3045	

*1807.495*

*+1,787,495*

FUND 360 COUNTY BLDGS. & PROP. CIP			DEPT/DIV 9102 CENTRAL SERVICES/LEC BUILDING							ANNUAL	UNENCUMB.	%
BA	ELE	OBJ	*****CURRENT*****			*****YEAR-TO-DATE*****			BUDGET	BALANCE	BDGT	
SUB	SUB	DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	BUDGET	BALANCE	BDGT
49		INTERPROGRAM SERVICES										
491		CENTRAL SERVICES										
	61	BUILDINGS & PLANT										
	61 05	BUILDINGS	4875	10547.64	216	48750	100254.09	206	.00	<del>58500</del>	41754.09-	171
	61 **	BUILDINGS & PLANT	4875	10547.64	216	48750	100254.09	206	.00	58500	41754.09-	171
491	** **	CENTRAL SERVICES	4875	10547.64	216	48750	100254.09	206	.00	58500	41754.09-	171
49	** **	INTERPROGRAM SERVICES	4875	10547.64	216	48750	100254.09	206	.00	58500	41754.09-	171
DIV	9102	TOTAL ***** LEC BUILDING	4875	10547.64	216	48750	100254.09	206	.00	58500	41754.09-	171

*257,650*

*+199,150*

FUND 360 COUNTY BLDGS. & PROP. CIP			DEPT/DIV 9103 CENTRAL SERVICES/TROSPER/HOYT BLDG SERVICE							ANNUAL	UNENCUMB.	%
BA	ELE	OBJ	*****CURRENT*****			*****YEAR-TO-DATE*****			BUDGET	BALANCE	BDDT	
SUB	SUB	DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.			
49		INTERPROGRAM SERVICES										
491		CENTRAL SERVICES										
	61	BUILDINGS & PLANT										
	61 05	BUILDINGS	0	.00	0	0	14969.54	0	.00	0	14969.54-	0
	61 **	BUILDINGS & PLANT	0	.00	0	0	14969.54	0	.00	0	14969.54-	0
491 ** **		CENTRAL SERVICES	0	.00	0	0	14969.54	0	.00	0	14969.54-	0
49 ** **		INTERPROGRAM SERVICES	0	.00	0	0	14969.54	0	.00	0	14969.54-	0
DIV 9103		TOTAL *****	0	.00	0	0	14969.54	0	.00	0	14969.54-	0
		TROSPER/HOYT BLDG SERVICE										

98,500

+98500

PREPARED 04/12/2016, 10:30:24  
 PROGRAM: GM267L  
 WOODBURY COUNTY

DETAIL BUDGET REPORT  
 83% OF YEAR LAPSED

FUND 360 COUNTY BLDGS. & PROP. CIP			DEPT/DIV 9105 CENTRAL SERVICES/PRAIRIE HILL FACILITY							ANNUAL	UNENCUMB.	%
BA	ELE	OBJ	*****CURRENT*****			*****YEAR-TO-DATE*****				BUDGET	BALANCE	BDGT
SUB	SUB	DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.			
49		INTERPROGRAM SERVICES										
491		CENTRAL SERVICES										
	61	BUILDINGS & PLANT										
	61 05	BUILDINGS	3875	.00	0	38750	16144.00	42	.00	<del>46500</del>	30356.00	35
	61 **	BUILDINGS & PLANT	3875	.00	0	38750	16144.00	42	.00	<del>46500</del>	30356.00	35
491	** **	CENTRAL SERVICES	3875	.00	0	38750	16144.00	42	.00	46500	30356.00	35
49	** **	INTERPROGRAM SERVICES	3875	.00	0	38750	16144.00	42	.00	46500	30356.00	35
DIV	9105	TOTAL *****	3875	.00	0	38750	16144.00	42	.00	46500	30356.00	35
		PRAIRIE HILL FACILITY										

25620

-20880

FUND 360 COUNTY BLDGS. & PROP. CIP			DEPT/DIV 9111 CENTRAL SERVICES/WCICC INFORMATION						ANNUAL	UNENCUMB.	%
BA	ELE	OBJ	*****CURRENT*****			*****YEAR-TO-DATE*****			BUDGET	BALANCE	BDGT
SUB	SUB	DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.		
49		INTERPROGRAM SERVICES									
491		CENTRAL SERVICES									
	63	MACHINERY & EQUIPMENT									
	63 35	DATA PROCESSING EQUIPMENT	24583	.00	0	245830	50966.24	21	.00	295000	244033.76 17
	63 **	MACHINERY & EQUIPMENT	24583	.00	0	245830	50966.24	21	.00	<del>295000</del>	244033.76 17
491 ** **		CENTRAL SERVICES	24583	.00	0	245830	50966.24	21	.00	295000	244033.76 17
49 ** **		INTERPROGRAM SERVICES	24583	.00	0	245830	50966.24	21	.00	295000	244033.76 17
DIV 9111		TOTAL *****									
		WCICC INFORMATION	24583	.00	0	245830	50966.24	21	.00	295000	244033.76 17
DEPT 91		TOTAL *****									
		CENTRAL SERVICES	34999	22831.63	65	349990	791339.80	226	.00	420000	371339.80- 188
FUND 360		TOTAL *****									
		COUNTY BLDGS. & PROP. CIP	103790	22831.63	22	1037900	974144.27	94	.00	1245500	271355.73 78
GRAND		TOTAL *****	103790	22831.63	22	1037900	974144.27	94	.00	1245500	271355.73 78

*150,000*

*-145,000*

**Dawn Zahnley**

---

To: dbutler@woodburycountyiowa.gov  
Cc: Gary Brown  
Importance: High

Dennis,

This week in the mail we received a check for the amount of \$6,378.56. With very little detail; just the check which I have scanned and attached.

It is payment from a Hazmat Incident at Interstate 29 on 4/6/2001.

The total amount of the check is \$6,378.56.

On the front of the Sentencing Order it states Salix Fire Department, Sioux City Fire HazMat and Woodbury County Emergency Services are all Combined.

Salix Fire Department	\$3,000.00
Sioux City Fire HazMat	\$2778.56
Emergency Services	\$ 600.00

Gary is going to touch base with you as he knows you are near completing Any budget amendments. Our apologies for the timeline as we were not expecting payment since it has been 15 years!

From our Regular Budget-Professional Services 760-1211-412-42-01 has a	
Budget	\$19,987.00
Expenditures	<u>-\$46,342.09</u>
Balance	<b>-\$26,355.09</b>

This category 760-1211-412-42-01 is where paid for the CF Industries donation claims. For the total amount of \$37,324.0, Which was deposited into Miscellaneous WB.

Gary would like to use the \$4,442.19 in Miscellaneous WB from MVF Tax Refund, For Motor Vehicle Expenses 760-1211-412-44-40.

Thanks!  
Dawn

*PS CF, 37,324.00*  
*Add: 6,378.56*  
*43,702.56*  
*Hazmat Reimburse*



### CF Industries Donation Project

2/17/2016

**Donation Amount: \$37,324.00**

**Paid From: 760-1211-412-42-01**

Date	Vendor	Amount	Invoice Number	Check Number	Description
1/6/2016	Woodbury Co. Fireman's Assoc.	\$600.00	1616 1/2016	477745	For Speaker at 2016 Northwest Iowa Regional Fire School to be held in Sioux City, IA
1/8/2016	Willco Inc.	\$22,000.00	8742	477992	Purchased 13 PortaSens II Gas Detectors and Modules for Woodbury County Rural Fire Departments
1/22/2016	Clarey's Safety Equipment Inc.	\$14,159.69	164688	478296	Purchased Multirae & Toxirae Monitors and License for Sioux City HazMat
2/11/2016	Mercy Medical Center-EDU	\$600.00	21116MMCED	478856	For Speaker at 2016 EMS Conference to be held in Sioux City, IA
<b>Total Expenses:</b>		<b>\$37,359.69</b>			

Total Expenses:	\$37,359.69
Total Donation:	-\$37,324.00

Comes out of Emergency Services Budget:	<b>\$35.69</b>	Move this amount to 760-1211-412-63-65 Safety Equipment (Partial from the Willco Inc. Invoice)
---	----------------	--

Date: January 6, 2016  
 Invoice # [100]



Woodbury County Fire Assn.  
 Western Iowa Tech Comm.  
 College  
 4647 Stone Ave.  
 Sioux City, IA 51106  
 712-274-8733 Ext. 1232  
 Fax 712-274-6465  
 Steve.Ebsen@wilcc.edu

TO CF Industries  
 Port Neal Nitrogen Complex  
 1182 260<sup>th</sup> St.  
 Sergeant Bluff, IA 51054  
 712-233-6262

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Fire School Speaker Donation: Mark Neff Speaker March 12, 2016	\$600.00	\$600.00

Make all checks payable to Woodbury County Fire Assn .  
 Thank you for your business!

**WILLCO INC.**

8420 WEST DODGE ROAD  
 SUITE 330E  
 OMAHA, NE 68114  
 USA

Voice: (402) 573-7000  
 Fax: (402) 573-7371

**INVOICE**

Invoice Number: 8742  
 Invoice Date: Jan 8, 2016  
 Page: 1

*Duplicate*

Drop Shipment

Bill To:
WOODBURY CO EMERG MGMT/SRVC 121 DEER RUN TRAIL CLIMBING HILLS, IA 51015 USA

Ship to:
WOODBURY CO EMERG MGMT/SRVC 121 DEER RUN TRAIL ATTN: GARY BROWN CLIMBING HILLS, IA 51015 USA

Customer ID	Customer PO	Payment Terms	
WOODBURYCOEMERGENCY		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
4	FFA	1/8/16	2/7/16

Quantity	Item	Description	Unit Price	Amount
13.00	00-0998	C16-1 PortaSens II Gas Detector w/ Sensor Keeper (Less Sensor Module)	1,215.00	15,795.00
13.00	00-1010	Ammonia 0-50/500 PPM (200 PPM Standard)	415.00	5,395.00
2.00	00-1012	CARBON MONOXIDE, 0-50/ 1000 PPM (200 PPM STANDARD)	350.00	700.00
1.00	00-0981	SENSOR MODULE KEEPER (4)	110.00	110.00
Subtotal				22,000.00
Sales Tax				
Freight				
Total Invoice Amount				22,000.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>22,000.00</b>

Check/Credit Memo No:

ULTIMATE SAFETY CONCEPTS INC.  
 DBA: CLAREY'S SAFETY EQUIPMENT  
 P.O. BOX #5827  
 ROCHESTER, MN 55903-5827  
 UNITED STATES OF AMERICA  
 (507)-289-6749

PAGE 1

INVOICE DATE 1/22/2016  
 INVOICE NO 164688

S 233140  
 O DAWN ZAHNLEY  
 L WOODBURY CTY EMRGCY SERVICES  
 D 121 DEER RUN TRAIL  
 CLIMBING HILL, IA 51015  
 T  
 O

S SIOUX CITY FIRE DEPARTMENT  
 H SCOTT KOVARNA  
 I STATION #4  
 P 3109 DEARBORN BLVD.  
 SIOUX CITY, IA 51104  
 T  
 O

NET DUE 14,159.69

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
17		2/11/2016	1/22/2016	00121949	12/23/2015	1/20/2016	

TERMS DESCRIPTION	CUSTOMER PO NUMBER	SHIP VIA
Net 20	DAWN ZAHNLEY	UPS GROUND

ITEM ID	TX CL	UNIT	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
MBB3-A1C112E-420 MULTIRAE WIRELESS MONITOR	1	EA	2.00	2.00	3,577.2000	7,154.40
G02-B614-100 TOXIRAE PRO CL2 WIRELESS MONITOR	1	EA	1.00	1.00	589.6000	589.60
029-0695-000 RAELINK 3 MESH WIRELESS PROGRAMMABLE MODEMS	1	EA	1.00	1.00	2,550.0000	2,550.00
S01-A120-000 PRORAE GUARDIAN CD SOFTWARE	1	EA	1.00	1.00	80.0000	80.00
S01-3000-000 PRORAE GUARDIAN TIER 3 LIFETIME LICENSE FOR AREARAE MONITORS	1	EA	2.00	2.00	1,000.0000	2,000.00
S01-2000-000 PRORAE GUARDIAN TIER 2 LIFETIME LICENSE FOR MULTIRAE LITE MONITORS	1	EA	3.00	3.00	500.0000	1,500.00
S01-1000-000 PRORAE GUARDIAN TIER 1 LIFETIME LICENSE FOR TOXIRAE PRO MONITOR	1	EA	1.00	1.00	250.0000	250.00
	1	EA	1.00	1.00	.0000	0.00

NETWORK ID 263

IA SALES TAX .00  
 IA-97 SALES TAX .00  
 SCIA SALES TAX .00

Monthly 1.5% service charge on past due invoices

Federal Tax ID 45-5156066

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	14,124.00	35.69	0.00	0.00	14,159.69
PRIOR INVOICES	0.00	PREPAYMENT	0.00	NET DUE	14,159.69

# Mercy Medical Center

# INVOICE

P.O. Box 203  
Sioux City, IA 51102

712-279-2163 (phone)  
712-252-1427 (fax)

**Invoice:**

Name: CF Industries  
Address:  
City, State: Sgt Bluff, IA 51054  
Phone: 712-943-5501

INVOICE DATE

2/11/14

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Speaker cost  For: EMS conference speaker on safety Speaker: Jason Dush  <b>Please note change in address</b>	600.00	\$600.00
		SUBTOTAL	600.00
		TAX	0.00
		FREIGHT	
			\$600.00

**DIRECT ALL INQUIRIES TO:**  
Mercy Medical Center  
712-279-2163  
email: vanpeum@mercyhealth.com  
Attn: Nora van Peursem

**MAKE ALL CHECKS PAYABLE TO:**  
Mercy Medical Center  
P.O. Box 203  
Sioux City, IA 51102

PAY THIS  
AMOUNT

**Mercy Medical Center- Sioux City**

## CF Industries Donation Project

2/17/2016

**Donation Amount: \$37,324.00**

**Paid From: 760-1211-412-42-01**

Date	Vendor	Amount	Invoice Number	Check Number	Description
1/6/2016	Woodbury Co. Fireman's Assoc.	\$600.00	1616 1/2016	477745	For Speaker at 2016 Northwest Iowa Regional Fire School to be held in Sioux City, IA
1/8/2016	Willco Inc.	\$22,000.00	8742	477992	Purchased 13 PortaSens II Gas Detectors and Modules for Woodbury County Rural Fire Departments
1/22/2016	Clarey's Safety Equipment Inc.	\$14,159.69	164688	478296	Purchased Multirae & Toxirae Monitors and License for Sioux City HazMat
2/11/2016	Mercy Medical Center-EDU	\$600.00	21116MMCED	478856	For Speaker at 2016 EMS Conference to be held in Sioux City, IA
<b>Total Expenses:</b>		<b>\$37,359.69</b>			

Total Expenses:	\$37,359.69
Total Donation:	-\$37,324.00

<b>Comes out of Emergency Services Budget:</b>	<b>\$35.69</b>	Move this amount to 760-1211-412-63-65 Safety Equipment (Partial from the Willco Inc. Invoice)
--	----------------	--

FUND 760 EMERGENCY SERVICES OPERAT		DEPT/DIV 1211 EMERGENCY SERVICES/EMERGENCY SERVICES							ANNUAL	UNENCUMB.	%
BA	OBJ	*****CURRENT*****			*****YEAR-TO-DATE*****			ENCUMBR.	BUDGET	BALANCE	BDGT
SUB	SUB	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
DESCRIPTION											
41											
412											
42											
42 01											
42 20											
42 **											
43											
43 01											
43 02											
43 10											
43 **											
44											
44 10											
44 20											
44 40											
44 60											
44 75											
44 **											
48											
48 01											
48 **											
63											
63 50											
63 65											
63 **											
412 ** **											
41 ** **											
DIV 1211											

Add 760-1211-412-4501 = Rent

44,536. ✓

FY 15 Rent Paid in FY 16

FY 16 Rent is budgeted in EMA (761)



# Woodbury County Board of Super

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

# #126

## MEMBERS

LARRY D. CLAUSEN  
SIOUX CITY

MARK A. MONSON  
SERGEANT BLUFF

JACLYN D. SMITH  
SIOUX CITY

MATTHEW A. UNG  
SIOUX CITY

JEREMY J. TAYLOR  
SIOUX CITY

BOARD ADMINISTRATIVE COORDINATOR  
KAREN JAMES

EXECUTIVE SECRETARY / PUBLIC BIDDER  
HEATHER SATTERWHITE

To: Board of Supervisors

From: Dennis D. Butler, Finance/Operations Controller *DDB*

Date: April 22, 2016

RE: Local Option Sales Tax (L.O.S.T.)

For FY 2016 there are currently \$692,032 un-obligated funds available in the Local Option Sales Tax Fund (L.O.S.T.). If none of un-obligated funds are expended or obligated, They will be carried forward to the next FY 2017 Starting July 1, 2016. The un-obligated will increase to \$703,337. It should be remembered that this number is one time money. For FY 2017 \$531,715 is being used for property tax relief and \$69,102 is being used for non-mandated expenses for a total of \$600,817. Total projected revenue is \$450,000 L.O.S.T., \$75,000 from MHRD and \$49,122 from loan payments for a total of \$574,122. I have included a breakdown of where the funds are obligated.

I will be available for any questions.



**Local Option Sales Tax (Infrastructure/Economic Funds)**

**FY 2016 Unallocated Funds**

Fund Cash Balance on Hand March 28, 2016		1,213,124
Estimated Revenue for FY 2016 (November-June)		173,952
Loan Payment 2 of 3 - River Dike Repairs		0
Invest in Woodbury County Loan Repayments		12,280
Obligated Funds:		
Transfers: General Basic - Economic Development Department - FY 16	200,720	
Rural Basic - Planning & Zoning FY 16	171,174	
County Fair (23,628)	0	
McClure Engineering on Call Consulting (10,000)	8,339	
Interstate Justification Report County Share	180,900	
SIMPCO Improvement Regional Housing Trust Fund (15,000)	0	
Joint City/County SIMPCO Memberships (7,292)	7,292	
Correctionville Vision Iowa (10,000)	10,000	
Rural Comprehensive Planning (110,000) ?	110,000	
The Siouxland Initiative(20,000)	0	
Senior Community Service Employment Program (10,474)	2,619	
	<hr/>	691,044
Funds Unallocated for FY 2016		<hr/> <hr/> 696,032

**FY 2017 Unallocated Funds**

Fund Cash Balance on Hand July 1, 2016		696,032
Estimated Revenue for FY 2017		525,000
Loan Payment 3 of 3 - River Dike Repairs		34,000
Invest in Woodbury County Loan Repayments		49,122
Obligated Funds:		
Transfers: General Basic - Economic Development Department - FY 17	183,697	
Rural Basic - Planning & Zoning FY 17	176,273	
Woodbury County Soil Conservation FY 17 (one year only)	40,745	
Woodbury County Soil Conservation FY 17 Regular	31,000	
Rural Basic - Bridge Replacement	100,000	
County Fair (23,628)	23,628	
The Siouxland Initiative(20,000)	20,000	
SIMPCO Improvement Regional Housing Trust Fund (15,000)	15,000	
Senior Community Service Employment Program (10,474)	10,474	
	<hr/>	600,817
Funds Unallocated for FY 2017		<hr/> <hr/> 703,337

**FY 2018 Unallocated Funds**

Fund Cash Balance on Hand July 1, 2017		703,337
Estimated Revenue for FY 2018		525,000
Invest in Woodbury County Loan Repayments		49,122
Obligated Funds:		
none	<hr/>	0
Funds Unallocated for FY 2018		<hr/> <hr/> 1,277,459

**FY 2019 Unallocated Funds**

Fund Cash Balance on Hand July 1, 2017		1,277,459
Estimated Revenue for FY 2019		500,000
Obligated Funds:		
none	<hr/>	0
Funds Unallocated for FY 2019		<hr/> <hr/> 1,777,459

**FY 2020 Unallocated Funds**

Fund Cash Balance on Hand July 1, 2019  
Estimated Revenue for FY 2020  
Obligated Funds:  
    none

1,777,459  
500,000

0

0

Funds Unallocated for FY 2020

2,277,459

#13

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE**

Date: 4/21/16

Weekly Agenda Date: 4/26/16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Patrick Gill, Woodbury County Auditor

SUBJECT: Parking Plan

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**WORDING FOR AGENDA ITEM:** Consideration and Approval of a Parking Plan

**EXECUTIVE SUMMARY:** The Board of Supervisors previously adopted a resolution establishing a parking plan for the Courthouse, the Law Enforcement Center and the Building Services facility and directed the County Auditor to submit a plan for approval.

**BACKGROUND:** There was never a formal parking plan approved for the Courthouse and nearby facilities and one was deemed to be needed to prevent conflicts.

**FINANCIAL IMPACT:** The additional parking spaces assigned to district court judges in the Williges Parking facility will result in an additional \$3,500 for District Court expenditures.

**RECOMMENDATION:** The Policy Review Committee recommends approval of this plan.

**ACTION REQUIRED / PROPOSED MOTION:** Motion to approve the parking and enforcement plan submitted by the County Auditor.

*Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.*

**WOODBURY COUNTY PARKING PLAN**

There are thirty parking spots located on county property attached to the courthouse, the Law Enforcement Center and the building services building (Old Eagles Club).

There are two spots located within the courthouse footprint. One is signed for the Board of Supervisors Chairman and the other for Woodbury County Board of Supervisors Parking. In this same area is a designated loading zone that is used for transferring prisoners for the court system and courthouse deliveries. The two signed spots are designated for the use of the Board of Supervisors.

The Law Enforcement Center has a parking lot on the north side of the building. There twenty-one parking spots in this lot. On the north side of this lot are twelve spots, starting from the west, the first two of these are currently unavailable due to an odor abatement project. The next five are designated as Judicial Branch Parking, these will be filled a Supreme Court justice, an associate district court judge and three senior judges. The five remaining spots to the east of those are designated for the Sheriff's Office. These all are signed Official County Parking. Located on the south side of the lot, starting from west, are nine spots, the first three are parallel to the building and are designated for the use of associate district court judges. The next four are designated for use by the Board of Supervisors. The next one immediately to the east is designated for the planning and zoning vehicle. The next and last in that line is designated for use by the Budget/Tax Analyst position.

The building services building (Old Eagles Club), has parking for seven vehicles immediately to the east of the building. Starting from the south, the first three are designated and signed for three county owned building services vehicles. Immediately to the north of those is a spot designated for use by a Sheriff Office transport vehicle. The next spot to the north is designated for the use of the County Treasurer. To the north of that is a spot designated for use by the juvenile detention center director and the last is designated as a loading zone controlled by building services.

The county will lease fourteen spots in the Williges Parking facility for district court judges, elected officials and county owned vehicles and equipment. These spots are approved by the Board of Supervisors during the annual county budget process. The approved spots are designated for use by six district court judges, the County Attorney, County Auditor, the Human Resources Director, the Rural Economic Development Director, the county owned elections vehicle and two spots for building services equipment.

All complaints about unauthorized use of these designated parking places will be directed to the Building Services Department for resolution and if vehicles are in need of towing, the Sheriff's Office will be contacted for assistance.

Adopted \_\_\_\_\_

Chairperson \_\_\_\_\_ Attestation \_\_\_\_\_

March 30<sup>th</sup> 2016-THIRD MEETING OF WOODBURY COUNTY POLICY REVIEW COMMITTEE

Location: Board Chambers, first floor of the Courthouse, 620 Douglas Street, Sioux City, Iowa

Members present Matthew Ung, County Supervisor; Pat Gill, County Auditor, Ed Gilliland, Director of Human Resources; PJ Jennings ("PJ"), County Attorney; Tonia Abell, Human Resources

Audience Attendees: Mike Clayton, Kenny Schmitz, Leesa McNeil, John Malloy, Doug Bock, media representative of KCAU.

### Agenda

1. Call to order

II. Public comments

None.

III. Approval of agenda

Approved by committee.

IV New Business

a. Misc. updates; Employee Handbook, Policy handbook.

Gilliland is working to provide draft of updated employee handbook by next Policy meeting.

b. Parking (2<sup>nd</sup> review of new policy)

Gill noted resolution regarding the parking policy was approved by Board March 1<sup>st</sup> (resolution #12,340).

Gill opened discussion referring to Duane Hoffmeyer's (Chief Judge Third Judicial District) email suggestions for Judge's parking. Leesa McNeil (District Court Administrator-Third Judicial District), representing Duane Hoffmeyer, referred to Hoffmeyer's email recommendation for Judge's parking:

- Retain the 2 spots behind the American Legion Building
- Retain 3 spots District Associate Judge North of LEC
- Relocating resident District Court Judges to ramp

Ung recounted from previous Policy meeting that respect for safety is driving force for Judges to park in ramp. Gill advised there would be an increase in cost. PJ inquired if the Senior Judges were all here at once. How often are the judges here? McNeil stated judges are scheduled as needed and they would need at least 3 parking spots. She also stated it is assumed that the 2 spots behind Eagles Club would stay as they are. Mike Clayton (County Treasurer) offered to give up his spot in ramp, closest to the door and this would save County money. Gill acknowledged that would have all judges in the ramp, Clayton in LEC spot by Eagles. McNeil inquired on timeframe the plan would be presented to Board, next week? PJ commented too soon. Ung projected plan to be presented in 3 weeks to Board with Hoffmeyer present if he has interest. McNeil stated Hoffmeyer should be ok with plan for spaces and addressing the security issue.

**Motion by Ung, second by Gill, to direct Auditor's Office to finalize plan as discussed and recommended by the Policy committee, to the Board April 19<sup>th</sup>. Passed 5-0.**

c. Security Awareness Training (1<sup>st</sup> review of new policy)

John Malloy (WCICC-IT Director) stressed the importance of providing "Security Awareness Training" regarding internet and email access. Malloy stated he believes the training should be mandatory for all county employees. Malloy researched the county employee handbook in which a section warns against misuse, but does not mention consequences.

Malloy strongly advised there should be accountability and/or reinforcement for those employees who violate computer Network and internet access. Malloy provided example of removing the employee's email if misuse. Malloy provided the results of WCICC-IT department sending out "catfish" email to County employees. Results were 123 employees opened their email and attempted download.

This 12% is a baseline to start at on future "catfish" emails that IT will be performing within the next couple of months. Malloy mentioned the cost of "ransom" for hackers is not officially in budget and may need to be reviewed in future. PJ inquired if any of the employees were notified? Gilliland stated employees did contact Human Resources and were referred to not open email and to contact IT. Ung inquired on what mandatory training is currently done. Gilliland responded Safety and Harassment training. Ung stated he would encourage County implement adding Computer Security Awareness Training along with Safety and harassment training for new employees. Gilliland responded there needs to be some "teeth" behind it.

PJ advised to put in the employee handbook then make a reference to the policy. Ed suggested as a violation the employee could lose internet access. Malloy advised that additional training would be directed specifically to the violation--example of opening email and downloading software. Malloy also believes this should be part of new employee orientation. Gill inquired if policy would be only email or access to internet as well. Doug Bock (WCICC-IT Network Manager) responded employee downloading a Word file enables macros then installs the malware. Gill recalled when employees originally were given access in courthouse there was internet safety training, he feels it does need review. Malloy stated there are filters in place to catch 99% of inappropriate internet access, however some take manual effort to get to those inappropriate sites.

Malloy stated IT will conduct next month another "catfish" campaign. PJ advised that employees sign they received policy and disciplinary can be up to and including termination of employment. Ung inquired if the template provided by Malloy was sufficient or needs further review. Malloy was open to review with PJ or whomever PJ designates. Ed agreed and will meet to review policy at next policy meeting. Malloy strongly advised that training needs to be necessary to complete as soon as possible and throughout the year. Malloy also stated there should be additional training for repeat offenders.

PJ believes after initial training there should be a follow up the employee signed they received.

Gilliland suggested online training and testing, it would be consistent and documented to the employee received. Ung stated there needs to be a policy on implanting in orientation and periodic training.

**Motion by Ung, second by Gill, to direct a working group composed of Malloy, Gilliland, and PJ to draft/recommend an internet security policy to the Board/WCICC. Passed 5-0.**

Malloy would like to see Employee Handbook refreshed to included internet access. Ung inquired what is currently in the employee handbook regarding internet and social media. Gilliland responded the employee handbook was approved in 2011 and there have been many changes in technology since that time. Ung instructed Gilliland, Malloy and PJ work to include Internet Security in the handbook. Gill inquired should this be a policy or handbook update. Gilliland responded it would be in employee handbook to refer to policy. Ung agreed handbook would refer to policy to link everything but keep them separate. Gilliland will review with County Attorney's Office.

**Motion by Ung, second by PJ, to postpone until next Policy meeting. Passed 5-0.**

e. Nepotism (3<sup>rd</sup> review of existing policy)

Recommended policy is putting the onus on the employee to seek proper transition when in violation. Ung inquired on the hiring procedure. Gilliland acknowledged the employee transferring or applying for another within the county would be if possible, depending on skill sets required. Gilliland stated if there is a current relationship it

would be grandfathered. Ung motioned to recommend to Board of Supervisors. Gill inquired on the line "Elected officials are required to follow state law, not restricted to the County nepotism policy". PJ responded elected officials don't get to circumvent state law by only using County policy to go by when hiring.

**Motion by Ung, second by Gilliland, to recommend approval at the April 5<sup>th</sup> Board meeting. Passed 5-0.**

f. Contract and Archival Procedure (1<sup>st</sup> review of new policy)

Gill has consulted with Josh Widman (County Attorney's Office), and would like to improve viewing of public contracts on the website unless confidential. Gill feels the County contracts should be stored physically in one area. When elected officials go to Board and then contracts are signed, it should be posted to the website. Ung directed Gill discuss with Widman before any action. Gilliland's concern was circumstances when a new contract is not required and does not need to be signed each year (e.g. Wellmark renewal).

**Motion by Ung, second by PJ, to direct Gill to return with draft proposal at next Policy meeting. Passed 5-0.**

g. Social Media (1<sup>st</sup> review of new policy)

Committee consensus to strike, due to previous coverage in agenda IV. (d).

V. Policy items request for future

c. Document Retention

Gill will discuss with Board Chair what documents the county is required to keep, and the feasibility of scanning where permissible. Ung acknowledged there are a lot of documents on 2<sup>nd</sup> floor court house and with some departments transitioning to new locations, it would be a good to review.

a. USB/ Thumb Drive Storage b. Cloud Storage and Mobile Device Management

Gilliland noted cloud storage is an extremely risky storage issue, and suggested a strong policy modeled after Sioux City, regarding all information storage on USB/Thumb Drive and Cloud Storage. PJ mentioned that retention of emails is for 5 years. Ung stated there needs to be a decision how much to fit into electronic storage policy, don't bring social media/internet and also USB/Thumb Drive/Cloud all into one. Gilliland recommended having a policy for Social media/internet and separating for thumb drive/Cloud. Ung recommended since thumb drives risk County exposure there should be discipline expected just the same as with improper cloud storage.

Future discussion Topics

Committee clarified as part of parking plan Schmitz would be notified by employees if someone is in the wrong spot and if towing is recommended that Schmitz is to notify the Sheriff.

VI. Set next meeting

The committee scheduled the next meeting for April 27<sup>th</sup>, 2016 at 10:00 a.m.

Location: Board Chambers, first floor of the Courthouse, 620 Douglas Street, Sioux City, Iowa

Adjourned 11:20 a.m.

#14a

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

Date: April 21, 2016

Weekly Agenda Date: April 26, 2016

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

**WORDING FOR AGENDA ITEM:** Consideration of a tile crossing agreement in the Highway Right of Way.

**ACTION REQUIRED:**

Approve Ordinance       Approve Resolution       Approve Motion

Give Direction       Other: Informational       Attachments

**EXECUTIVE SUMMARY:** Ronald Lansink has requested a tile line through the roadway to capture tile water drained from his upstream neighbor and to tie it into his field tile system. A suitable outlet does not exist at the right of

**BACKGROUND:** Iowa law requires the county to make provisions for the drainage of field tiles if a natural outlet is not available. The county is required to pay the cost of the tile line extension across the roadway, from fence to fence. The property owners pay the cost of attaching their tile lines to the county tile crossing.

**FINANCIAL IMPACT:** This type of work is budgeted for within the secondary road department maintenance budget. The property owner's contractor has provided a \$2000 bid to do the work and the county engineer has examined the quote and approved it.

**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 underground tile line agreement in the right of way.

**ACTION REQUIRED / PROPOSED MOTION:** Motion to approve the underground tile line agreement in the right of way for Ronald Lansink.

*Approved by Board of Supervisors April 5, 2016.*



WOODBURY COUNTY IOWA

Application for use of Highway Right-of-Way for Underground Tile Line Facility

Permit No. \_\_\_\_\_

Woodbury County Board of Supervisors  
Court House  
Sioux City, Iowa

Re: Permit request for use of County Highway right-of-way for underground tile line facility

Applicant: RONALD LA NSINK  
(Name of Individual or Company)

Address: \_\_\_\_\_

Applicant hereby requests use of county highway right-of-way to install, operate, and maintain a buried tile line facility. The facility consists of NORTH of 325 + Pocahontas at Bottom OF Valley - LISTON TOWNSHIP

The above named applicant is hereby granted permission and authority to lay, construct, operate, and maintain the above described facility in County road right-of-way at said location and as set forth in Exhibit "A" attached hereto and made a part of this permit as fully as if set out in length herein.

AGREEMENT: The applicant agrees that the following stipulations shall govern under this permit.

1. The applicant will at any time subsequent to placing said facility agree to relay, replace, reconstruct, or relocate said facility and appurtenances thereto as may become necessary to conform to new grades, alignment or widening of right-of-way resulting from maintenance or construction operations by the Board of Supervisors irrespective of whether or not additional right-of-way is acquired in connection with such highway improvement. The applicant agrees to do this promptly on order by the Board of Supervisors. If the applicant is unable to comply promptly, the Board of Supervisors may cause the work to be done.
2. The Board of Supervisors 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 part of the facility belonging to the applicant in order that the applicant may arrange to protect the facility. The Board of Supervisors will inform contractors and others working on the right-of-way of the location of the facility so that reasonable care may be taken to avoid damaging the facility. The County and the Board of Supervisors assume no responsibility, however, for failure to give such notice.
3. The County and the Board of Supervisors assume no responsibility for damages to the applicant's property occasioned by any construction or maintenance operations on said highways, including new or additional right-of-way acquired in connection therewith, subsequent to the building of the applicant's facility.
4. The applicant shall take all reasonable precaution during the construction of said facility to protect and safeguard the lives and property of the traveling public and adjacent property owners and shall indemnify and hold the County and the Board of Supervisors harmless of any damage or losses that may be sustained by the traveling public or adjacent property owners on account of such construction operations.

Application for use of highway right-of-way for underground tile line facility continued

5. Operations in the construction and maintenance of said facility shall be carried on in such a way as not to interfere with, or interrupt traffic on said highway.

6. The applicant shall hold the County and the Board of Supervisors harmless from any damage that may result to said highway because of the construction, maintenance, or operation of said facility and shall reimburse the County of the Board of Supervisors for any expenditures that the County or the Board of Supervisors may have to make on said highway on account of the applicant's facility having been constructed thereon, including bridge and culvert repairs.

7. If approved by the County Engineer, an open trench may be dug and the facility placed therein, and the trench backfilled over the facility. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth. Backfilling of trenches within the right-of-way but not under the traveled roadway shall be tamped sufficiently to avoid settlement. The Applicant agrees to give the County forty-eight hours notice of its intention to start work on the highway right-of-way. Said notice shall be made in writing to the County Engineer.

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 and all areas where sod has been destroyed or damaged shall be reseeded.

Applicant agrees to assume responsibility for all damages that may arise, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, loss and expense including judgments, costs and including attorneys' fees for personal injuries (including death) or property damages arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.

Engagement in the operations as herein applied for by the applicant shall be considered and constituted an acceptance of all the terms and conditions herein set forth.

APPROVAL OF  
WOODBURY COUNTY BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
(Chairman)

DATE: \_\_\_\_\_

APPLICANT

Ronald Lansink  
(Name of Individual or Company)

BY: Ronald Lansink - Owner  
(Signature) (Title)  
306 - 5<sup>th</sup> St. - Danbury, Ia  
(Address)

DATE: 3-29-2016

Note: Applicant is to complete the original and two copies and mail to the County Engineer for his distribution as follows:

- 1 - Applicant
- 1 - County Engineer
- 1 - County Auditor

#14b

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUIREMENTS**

Date: April 21, 2016

Weekly Agenda Date: April 26, 2016

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

**WORDING FOR AGENDA ITEM:** Receive and Consideration of award of quotations for a new Motor Grader

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:** The county annually purchases new equipment to replace existing equipment to maintain the reliability of its operating fleet. This purchase replaces an existing 2001 motor grader with a new grader.

**BACKGROUND:** The purchase is budgeted in FY 2017. Orders are placed in April and May to assure delivery of new machines prior to the winter of 2016-2017.

**FINANCIAL IMPACT:** Motor grader is budgeted as a FY 2017 purchase.

**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 acceptance of the quotations and return them to the county engineer for review and recommendation for purchase.

**ACTION REQUIRED / PROPOSED MOTION:** Motion to accept the motor grader quotations and return them to the county engineer for review and recommendation for purchase.

## 2016 Motor Grader bid tabulations

April 26, 2016

	Murphy Tractor	Ziegler Equipmnet
	4900 Harbor Drive	5300 Harbor Drive
	Sioux City, IA 51102	Sioux City, IA 51111
	Moville	Moville
<b>Trade In Machine</b>	2001 John Deere 770CH	2001 John Deere 770CH
<b>Brand Name &amp; Model</b>		
<b>Purchase Price of Machine</b>		
<b>Less Trade</b>		
<b>Net Price of Machine</b>	\$ -	\$ -
<b>Final Quotation Recommended</b>		
	Moville	
<b>Purchase Price of Machine</b>		
<b>Less Trade</b>		
<b>Final Quotation recommended:</b>	\$ -	

#14C

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ**

Date: April 21, 2016

Weekly Agenda Date: April 26, 2016

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

**WORDING FOR AGENDA ITEM:** Consider of award of bid for PCC Paving Project RC-CO97(130)-9A-97

**ACTION REQUIRED:**

Approve Ordinance                       Approve Resolution                       Approve Motion

Give Direction                       Other: Informational                       Attachments

**EXECUTIVE SUMMARY:** The Secondary Road Department received bids for a Portland Cement Concrete (PCC) Paving project numbered RC-CO97(130)—9A-97 on April 12, 2016. The project involves replacement of the existing pavement on Port Neal Circle with a new 10" thick, 26' wide PCC Pavement with an 11' right turn lane at the south end of the project.

**BACKGROUND:** AGP Inc. is constructing a new soy oil refinery at their plant off Port Neal Circle near the Mid American Energy plant in rural Sergeant Bluff. The new plant construction will lead to 20 full time jobs at the plant plus numerous spin off trucking and other jobs associated with the plant expansion. The \$100 million dollar project made the county eligible for a RISE grant at a 50-50 cost share level to improve the road for AGP and the other businesses in the area. The county received a grant total of up to \$783,000 for the project from the RISE program. The balance will be provided by a bond to be sold by the county.

**FINANCIAL IMPACT:** This project is paid for by a combination of RISE and local capital improvement bonds.

**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:** Award the bridge project to the low bidder, Godberson Smith Inc..

**ACTION REQUIRED / PROPOSED MOTION:** Motion to award Project RC-CO97(130)—9A-97 to Godberson Smith Inc. for \$1,443,548.72.

*Approved by Board of Supervisors April 5, 2016.*

TABULATION OF BIDS

PROJECT NO. RC-CO97(130)-9A-97  
 LETTING: TUESDAY, APRIL 12, 2016  
 PCC PAVEMENT - NEW  
 IN SECTION 30 LIBERT TWP

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

		** Engineer's Estimate		* Cedar Valley LLC * 2637 Wagner Road * Waterloo, Iowa 50703		* Godbersen-Smith * 5784 State Highway 175 * Ida Grove, Iowa 51445		* Sioux City Engineering * 5000 South Lewis Blvd * Sioux City, Iowa 51106			
ITEM NO	ITEM	QUANTITIES	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1	Excavation Class 10, Roadway and Borrow	6,697 C.Y.	\$ 12.00	\$ 80,364.00	\$ 9.23	\$ 61,813.31	\$ 6.50	\$ 43,530.50	\$ 6.00	\$ 40,182.00	<b>SUMMARY OF BIDS</b>
2	Modified Subbase, Place only	4,555 C.Y.	\$ 10.40	\$ 47,372.00	\$ 17.51	\$ 79,758.05	\$ 4.50	\$ 20,497.50	\$ 4.50	\$ 20,497.50	1) Godbersen - Smith \$ 1,443,548.84
3	Granular Shoulders, Type B	3,342 Ton	\$ 45.50	\$ 152,061.00	\$ 34.44	\$ 115,098.48	\$ 31.00	\$ 103,602.00	\$ 32.50	\$ 108,615.00	2) Sioux City Engineering \$ 1,916,154.72
4	Standard or Slipform PCC Class C 10"	28,063 S.Y.	\$ 36.75	\$ 1,031,315.25	\$ 50.53	\$ 1,418,023.39	\$ 35.95	\$ 1,008,864.85	\$ 50.60	\$ 1,419,987.80	3) Cedar Valley \$ 2,098,248.57
5	Rumble Strip Panel (PCC Surface)	2 Each	\$ 700.00	\$ 1,400.00	\$ 1.00	\$ 2.00	\$ 400.00	\$ 800.00	\$ 400.00	\$ 800.00	Engineer's Est. \$ 1,780,027.89
6	Pay Adjustment Incent/Disincent for smooth	12,000 Each	\$ 1.00	\$ 12,000.00	\$ 1.00	\$ 12,000.00	\$ 1.00	\$ 12,000.00	\$ 1.00	\$ 12,000.00	
7	Removal and Crushing of Pavement	22,305 S.Y.	\$ 8.50	\$ 189,592.50	\$ 4.45	\$ 99,257.25	\$ 4.50	\$ 100,372.50	\$ 4.50	\$ 100,372.50	
8	Railroad Approach Sections	1,095 S.Y.	\$ 82.00	\$ 89,790.00	\$ 134.68	\$ 147,474.60	\$ 48.00	\$ 52,560.00	\$ 97.00	\$ 106,215.00	
9	Safety Closure	2 Each	\$ 500.00	\$ 1,000.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 132.00	\$ 264.00	
10	Painted Pavement Markings	260.37 Sta.	\$ 22.00	\$ 5,728.14	\$ 14.85	\$ 3,866.49	\$ 14.85	\$ 3,866.49	\$ 16.00	\$ 4,165.92	
11	Painted Symbols and Legends	6 Each	\$ 350.00	\$ 2,100.00	\$ 1,075.00	\$ 6,450.00	\$ 1,075.00	\$ 6,450.00	\$ 1,275.00	\$ 7,650.00	
12	Traffic Control	1 L.S.	\$ 4,000.00	\$ 4,000.00	\$ 6,500.00	\$ 6,500.00	\$ 4,000.00	\$ 4,000.00	\$ 5,100.00	\$ 5,100.00	
13	Flaggers	3 Each	\$ 435.00	\$ 1,305.00	\$ 435.00	\$ 1,305.00	\$ 435.00	\$ 1,305.00	\$ 435.00	\$ 1,305.00	
14	Mobilization	1 L.S.	\$ 150,000.00	\$ 150,000.00	\$ 141,200.00	\$ 141,200.00	\$ 80,000.00	\$ 80,000.00	\$ 85,000.00	\$ 85,000.00	
15	Railroad Protective Liability UP RR	1 L.S.	\$ 12,000.00	\$ 12,000.00	\$ 5,300.00	\$ 5,300.00	\$ 5,500.00	\$ 5,500.00	\$ 4,000.00	\$ 4,000.00	
				<b>TOTAL</b>	<b>\$ 1,780,027.89</b>	<b>\$ 2,098,248.57</b>	<b>\$ 1,443,548.84</b>	<b>\$ 1,916,154.72</b>			

#15

**APRIL 19, 2016 — MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS AS TRUSTEES FOR THE WOLF CREEK DRAINAGE DISTRICT IN WOODBURY COUNTY**

The Board of Supervisors met on Tuesday, April 19, 2016 as Trustees for Wolf Creek Drainage District in Woodbury County. Board members present were Clausen, Taylor, Monson, Smith, and Ung. Staff members present were Karen James, Board Administrative Coordinator, Joshua Widman, Assistant County Attorney, Mark Nahra, County Engineer's Office, Dennis Butler, Finance/Operations Controller and Jean Jessen, Deputy Auditor/Clerk to the Board.

The Board called to order a Wolf Creek Drainage District Trustee meeting.

Opening of bids for the bank repair on the Wolf Creek Drainage. The bids are as follows:

Johnston Excavating	\$3,870.00
Soil Solutions	\$8,350.00
L.A. Carlson	\$11,900.00

Motion by Monson second by Ung to award the bid to Johnston Excavating for \$3,870.00. Carried 5-0. Copy filed.

The Wolf Creek Drainage District meeting was adjourned.



**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE**

Date: April 21, 2016

Weekly Agenda Date: April 26, 2016

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervisor Jeremy Taylor

**WORDING FOR AGENDA ITEM:** Chairman's Report

**ACTION REQUIRED:**

Approve Ordinance       Approve Resolution       Approve Motion

Give Direction       Other: Informational       Attachments

**EXECUTIVE SUMMARY:** In order to keep the Board as fully informed as possible on the weekly happenings, this will act as a summation of day-to-day operational decisions in a public forum.

**BACKGROUND:** The Board will be kept apprised of the following:

- A. Information on Working Group describing May 24, 2016 County Government Day
- B. Rural Meetings for the Future
- C. Labor-Management Discussion—Quarterly Meetings

**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:** Receive the information.

**ACTION REQUIRED / PROPOSED MOTION:** Receive the information.

*Approved by Board of Supervisors April 5, 2016.*



## A. Information on Working Group describing May 24, 2016 County Government Day

On Thursday, April 21, Supervisor Monson, John Malloy, Andy Pietz, Heather Satterwhite, Karen James, Leesa McNeil and I met to discuss some logistics and ideas regarding such a day. Ideas generated from this included the following and some of this discussion was also held at the department head meeting:

### *Purpose*

The purpose of such a day is to highlight what Woodbury County does for safe and secure, effective services in support of our public. We could also show creative approaches taken to meet the ever-changing needs of our citizens, e.g. Veterans and Teen Court; Crisis Center; WCICC-hosted website; Courthouse Security approach, etc. It should also show from "behind the scenes" to the forefront what it is that tax dollars go to support. As Leesa McNeil mentioned when she happened to come in, it gives respect for government and the rule of law when we promote our services and allows for greater confidence in them.

### *1. Historic Tours*

Having historic tours throughout with differing stations (introduction to the whole experience with a 2-minute overview at the door possibly with Supervisor Monson); next part of historic tour on 2<sup>nd</sup> floor outside courtrooms with part of historic group there; another at the 8<sup>th</sup> floor allowing people to see the marvelous view. From just the back-and-forth with Leesa and Mark, it was incredibly educational. It would be helpful for folks to understand that there are four different aspects of the day: **tours, core services featuring departments in rotunda, refreshments downstairs, and the old Board room with a few looped videos.** We have pamphlets that while not specifically up to date, are abundant and do give an overview.

### *2. Rotunda Featuring Core Services of Departments*

The Recorder, Auditor, Treasurer, Board of Supervisors (those utilizing first floor) can have office doors open and be included in the "map" of locations. It would be helpful to have a representative from each office to be able to greet and just give the 2-3 minute plug. Those normally not present in the courthouse can set up tables/booths with literature. Supervisor Taylor is exploring if there is a student group or local government class that would like to participate in a shared exercise in helping with this as the learning experience may be a great one. County assets such as the Command Post, Sheriff's vehicle, K-9, secondary road equipment, voting machine, or anything else that could logistically or logically be present would be helpful.

John Malloy and Andy Pietz mentioned that Siouxland District Health is often primed and exercised in doing such presentations. Guidance to department heads would be that this would have to be a concise, snappy summary as citizens may be coming over a lunch hour, visiting a few locations, grabbing a tour, and a refreshment. Part of the goal of this is to provide even greater access to services so that someone could come away saying, "I know a veteran in need or understand where health information can be ascertained from SDHD." We would love if folks came away saying, "I even got the number for [such-and-such] a department because I didn't know..."

WCICC could support monitors if folks had their own laptops featuring a short PowerPoint, video, etc. Each one has an "elevator speech" and mission statement. We would need to ask each department to have a person representing during that time.

Leesa McNeil discussed having a courtroom open and that this time of day would be conducive as it would be post-jury. It would be great to have representatives of the court system such as a Judge, County Attorney or designee, Leesa, etc. They could discuss in a total of 10-15 minutes what each person does to support the court system and be part of the second floor tour.

### *3. Video (and Advertising)*

We are going to speak to David Gleiser about capabilities for our own county video and potentially play this along with the NACO video. We can imagine a scenario wherein two supervisors are in the old Board room with the looped video and two supervisors are downstairs with refreshments (or even switch out back and forth).

We discussed our hope of potentially having Open Line there in the morning. I emphasized that while various Supervisors could be on, it would be great to have department heads as well. We discussed social media such as the Sheriff's Office, the County/City All e-mail, Chamber, etc. in hopes of having the message go out. In some ways, word-of-mouth would be helpful as even our families and friends can better understand what it is we all do.

#### **4. Refreshments**

We discussed having this from 11 am to 2 pm with "finger foods" and could balance light foods that we could purchase with a couple of small catered items in addition to things like meat/cheese, fruit/vegetables, punch, brownies. This shouldn't be excessive to be seen as a full lunch but it should be a nice way of complimenting what it is we are trying to do. We may need to build a small budget for this and if we require the services of a professional videographer.

I really appreciated the discussion and wanted to bring this to the Board of Supervisors as we hope that some of the concept-forming and details have "moved the ball downfield." Supervisor Monson had some great ideas from the historical side and Supervisor Smith had provided a list of literature and NACO toolbox, some of which this comes from. Together, I think we can put together a great day. Plus, it will help with "lessons learned" ahead of 2018 wherein we celebrate 100 years of the historic building's existence.

#### **B. Rural Meetings for the Future**

It is my hope that we continue the rural meetings and would like to look toward a cycle of perhaps every 6 weeks. My next hope is to land in Oto during early June. I thought this last meeting in Correctionville to be a good balance between information given and a listening post. I shared that night with our department heads our collective appreciation by e-mail for coming as having more than 12 elected officials and department heads shares a powerful message about bringing county government of the people—to the people.

#### **C. Labor-Management Quarterly Meetings**

I am scheduling meetings with Ed, myself, and our labor representatives. The intention will be to clearly address any issues outside of the contract. The intention is not to open up wage or contractual language but to see how we can best meet concerns and needs in shared understanding.

# Rural Woodbury County Development Committee Meeting

Woodbury County Courthouse, 8<sup>th</sup> Floor

Tuesday, 4/26/16, 1-2PM

Lunch Provided

## AGENDA

- |   |                      |
|---|----------------------|
| <b>A.) Approval of 3/4/15 Minutes</b>   | <b>Jeremy Taylor</b> |
| <b>B.) RWDC Updates</b>   |                      |
| 1. Discussion - Local Option Sales Tax, Balance & Budget for Economic Development         | <b>Dennis Butler</b> |
| 2. Discussion - Rural Comprehensive Planning Project                                      | <b>David Gleiser</b> |
| 3. Discussion - Potential for Long-Range Planning Assistance (Moville, Salix, Sgt. Bluff) | <b>David Gleiser</b> |
| 4. Discussion - Community Development Corporation Formation Assistance                    | <b>David Gleiser</b> |
| 5. Discussion - City/County SIMPCO Membership Dues Offer                                  | <b>Mark Monson</b>   |
| 6. Discussion - Dissemination of Needs Assessment Survey Results                          | <b>David Gleiser</b> |
| 7. Discussion - Ag Expo & Learning Center Project, Potential for Rural Communities        | <b>Jeremy Taylor</b> |
| <b>C.) New Business</b>   | <b>Jeremy Taylor</b> |
| <b>D.) Next Steps</b>   | <b>Jeremy Taylor</b> |
| <b>E.) Adjourn</b>  | <b>Jeremy Taylor</b> |



APR 19 2016 PM12:51

*"The Connection to Resources for Older Iowans"*

[www.connectionsaaa.org](http://www.connectionsaaa.org)

[info@connectionsaaa.org](mailto:info@connectionsaaa.org)

[www.lifelonglinks.org](http://www.lifelonglinks.org)

Woodbury County Board of Supervisors  
Courthouse Rm 104  
620 Douglas Street  
Sioux City, Iowa 51101

April 13, 2016

Dear Supervisors;

Connections Area Agency on Aging would like to thank you for the appropriation of funds for the Meals on Wheels program. The Meals on Wheels program allows home bound seniors the ability to remain independent and healthy in their own homes.

Woodbury County's continued support of the Meals on Wheels program is truly appreciated, as we continue to make every effort to provide needed services to our seniors.

Sincerely;

A handwritten signature in cursive script that reads 'Vicky Lohry'.

Vicky Lohry  
Healthy Living Assistant Director  
Connections Area Agency on Aging

Council Bluffs  
300 W Broadway, Suite 240  
Council Bluffs, IA 51503  
712.328.2540

Sioux City  
2301 Pierce Street  
Sioux City, IA 51104  
712.279.6900

Creston  
109 N Elm  
Creston, IA 50801  
641.782.4040



*Happy Anniversary!*

*According to our records, your business has been an investor in the  
Siouxland Chamber of Commerce for*

*20 years!*

*We congratulate you on your commitment to the Siouxland area  
and celebrate your membership anniversary date.*

*Please let us know how we can be of assistance in the future.*

*Thank You!*

*Chris McLowry*  
President

*Heidi Reinking*  
Director of Investor Relations

2016 SIOUX CITY HISTORIC PRESERVATION WEEK  
MAY 7TH - 14TH



# PROTECT & PRESERVE

SATURDAY, MAY 7TH - 11:00AM  
8TH ANNUAL BARSTOOL OPEN

Registration at 11:00 AM at Buffalo Alice (BA's). Tee-off begins at noon. After party at Firehouse Bar, 4:30 PM. \$50 registration for teams of 4. Registration forms available through the Weekender starting April 1. Historic Pearl District added this year! The trolley will get you around.

SUNDAY, MAY 8TH - 1:00PM - 4:00PM  
SIOUX CITY FIRE DEPARTMENT TOUR  
FIREHOUSE #4, 3109 DEARBORN BLVD.

Be the first to visit the Sioux City fire museum at Fire Station 4 and talk to firemen. The hours are 1-4 and it is free!

MONDAY, MAY 9TH - 4:00PM  
PROCLAMATION OF HISTORIC PRESERVATION  
CITY HALL, 5TH FLOOR, COUNCIL CHAMBERS  
City Council Proclamation of Historic Preservation Week.

WEDNESDAY, MAY 11TH - NOON  
THE PRESERVATION MOVEMENT  
SIOUX CITY PUBLIC MUSEUM, 607 4TH ST.

A presentation on the 50th anniversary of the National Preservation Act and the 100th anniversary of the National Park Service. Also learn about Sioux City's Historic Preservation Commission and SiouxLandmark. FREE event, please feel free to bring your lunch.

FRIDAY, MAY 13TH - 10:00AM  
AWARD PRESENTATION/JACKSON  
STREET TOUR BOOK

FIREHOUSE #1, 408 WATER STREET  
Treasure of Sioux City Award presentation and introduction of the new Jackson Street tour book.

SATURDAY, MAY 14TH - 10AM - 4PM  
NATIONAL TRAIN DAY "TRAINS,  
TRIPODS & SNAPSHOTS"

RAILROAD MUSEUM, 3400 SIOUX RIVER ROAD  
National Train Day events at the Railroad Museum. The steam locomotive will be outdoors on display (which only happens 3 times a year), motorcar rides, walking tours of the newly restored historic buildings from 1917 as well as other grounds and exhibit improvements. Free children's activities and food for purchase. A never ending supply of photo opportunities for friends, high school seniors and families! Admission fees apply.



THE 2016 HISTORIC PRESERVATION WEEK IS  
BROUGHT TO YOU BY THE FOLLOWING SPONSORS



Preservation50.org

Make sure to like our Facebook page  
for more information at Sioux City  
Historic Preservation Commission!

