



## Woodbury County Law Enforcement Center Authority

620 Douglas St., Room 104

Sioux City, Iowa 51101

712 – 279-6525

Ron Wieck - Chair

Dan Moore - Secretary

Rocky De Witt - Treasurer

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## Agenda

October 11, 2022 3:00 p.m.

First Floor Boardroom, County Courthouse

### 3:00 p.m. Call Meeting to Order

1. Approval of the agenda
2. Approval of the minutes of the September 13, 2022 meeting
3. Approval of claims
4. Financial Update
5. Approval of Prime Contract Potential Change Order #022R2
6. Approval of Prime Contract Potential Change Order #009
7. Update on Woodbury County LEC Main Project
8. Update on 28E Road Project
9. Discussion on furniture
10. Discussion and approval of GGA Letter
11. Discussion on Special Authority Meeting on October 25<sup>th</sup>, 2022
12. Approval of termination notice to D.A. Davidson & Co. as dissemination agent
13. Approval of Dissemination Agent Agreement with UMB Bank, n.a.
14. Commissioners concerns
15. Adjourn

**ADJOURNMENT**

# *Woodbury County Law Enforcement Center Authority*

## **Minutes**

September 13, 2022 3:30 p.m.

First Floor Boardroom, County Courthouse

Attendance:

Members: Ron Wieck, Rocky De Witt, Dan Moore

Staff: Karen James, Shane Albrecht, Baker Group, Dennis Butler, Budget Director, Kenny Schmitz, Building Services, Kevin Rost, Goldberg Group Architect

1. Motion by De Witt, second by Moore to approve the agenda. Carried 3-0
2. Motion by De Witt, second by Moore, to approve the minutes of August 30, 2022 meeting. Carried 3-0
3. Motion by De Witt, second by Moore to approve claims totaling \$44,230.86. Carried 3-0
4. Dennis Butler presented a financial update
5. Motion by De Witt, second by Moore to approve Prime Contract Potential Change Order #033 for a credit amount of \$15,791.00. Carried 3-0
6. Motion by De Witt, second by Moore to approve Prime Contract Potential Change Order #035 for a credit amount of \$35,705.00. Carried 3-0
7. Motion by Wieck, second by De Witt to approve Prime Contract Potential Change Order #036 for no cost asking. Carried 3-0
8. Shane Albrecht, Baker Group and Kevin Rost, Goldberg Group Architects gave an update on Woodbury County LEC Main Project.
9. Commissioner Moore received an email concerning the Procurement Furniture Policy. The Authority will be looking into this and have discussion at a future meeting.  
  
The Visitation Policy is being enforced by Hausmann Construction.
10. Motion by De Witt, second by Moore to adjourn. Carried 3-0

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Dan Moore, Secretary



Woodbury County

# Expense Approval Report

By Segment (Select Below)

Post Dates 10/11/2022 - 10/11/2022

Vendor Name	Account Number	Payable Number	Description (Item)	Post Date	Amount
<b>Office: 45 - Law Enforcement Authority</b>					
Hausmann Construction, Inc.	4751-45-9111-000-61003	21-068-015	4751 - Jail project - construction	10/11/2022	890,359.30
Hausmann Construction, Inc.	4751-45-9111-000-61013	21-068-015	4751 - Jail project - alternates	10/11/2022	257,545.00
Hausmann Construction, Inc.	4751-45-9111-000-61023	21-068-015	4751 - Jail project - alternates	10/11/2022	11,400.00
Baker Group	4751-45-9111-000-61002	228062	4751 - Jail project - project man...	10/11/2022	40,000.00
Certified Testing Services Inc	4751-45-9111-000-61006	SC45165	4751 - Jail project - testing	10/11/2022	9,095.00
<b>Office 45 - Law Enforcement Authority Total:</b>					<b>1,208,399.30</b>
<b>Grand Total:</b>					<b>1,208,399.30</b>

## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
4751 - Justice Center Exempt Bonds	1,208,399.30	0.00
<b>Grand Total:</b>	<b>1,208,399.30</b>	<b>0.00</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
4751-45-9111-000-61002	Project Management	40,000.00	0.00
4751-45-9111-000-61003	Construction	890,359.30	0.00
4751-45-9111-000-61006	Testing and Surveying	9,095.00	0.00
4751-45-9111-000-61013	Contingency/Change Orde..	257,545.00	0.00
4751-45-9111-000-61023	Construction Alternates	11,400.00	0.00
<b>Grand Total:</b>		<b>1,208,399.30</b>	<b>0.00</b>

## Project Account Summary

Project Account Key	Expense Amount	Payment Amount
4751-9111-ALTERNATES (Exempt)	11,400.00	0.00
4751-9111-CONSTRUCTION	890,359.30	0.00
4751-9111-CONTINGENCY	257,545.00	0.00
4751-9111-PROJECT MANAGEMENT	40,000.00	0.00
4751-9111-TESTING AND SURVEY	9,095.00	0.00
<b>Grand Total:</b>	<b>1,208,399.30</b>	<b>0.00</b>



PCO #022R2

Hausmann Construction, Inc.  
2108 Taylor Ave. #850  
Norfolk, Nebraska 68701  
Phone: (402) 371-8650  
Fax: (402) 438-3235

Project: 21-068 - Woodbury County - Law Enforcement Center  
3701 28th Street  
Sioux City, Iowa 51104

## Prime Contract Potential Change Order #022R2: CE #PCO 022R2 - Elevator Fronts

<b>TO:</b>	Woodbury County Law Enforcement 620 Douglas Street Sioux City, Iowa 51105	<b>FROM:</b>	Hausmann Construction, Inc. 8885 Executive Woods Drive Lincoln, Nebraska 68512
<b>PCO NUMBER/REVISION:</b>	022R2 / 0	<b>CONTRACT:</b>	21-068 - Woodbury County - Law Enforcement Center
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Nathan Thege (Hausmann Construction, Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	8/15/2022
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>	Woodbury County LEC	<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$16,672.00

**POTENTIAL CHANGE ORDER TITLE:** CE #PCO 022R2 - Elevator Fronts

**CHANGE REASON:** Design Development

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

CE #PCO 022R2 - Elevator Fronts

PCO 022R2 is created to incorporate costs associated with RFI #87 & #200 as itemized within. Please provide approval no later than 9/2/22.

**ATTACHMENTS:**

[Sands - 200.pdf](#) , [\\_Blackhawk - RFI 200.pdf](#) , [\\_RFI 200R - Elevator 5 & 6 Openings in CIP Walls \(Response\).pdf](#) , [\\_21-068 -CO BACK UP 8.15.22.pdf](#) , [RFI 87 - All Elevators & Conflicts with Precast \(Response\).pdf](#) , [\\_Blackhawk - 87.pdf](#) , [\\_Sands - 87.pdf](#)

#	Description	Amount
1	Added CMU	\$12,734.00
2	Skim Coating	\$1,687.00
3	Added Rebar	\$1,300.00
4	Fee	\$786.00
5	Bond & Insurance	\$165.00
<b>Grand Total:</b>		<b>\$16,672.00</b>

**Kevin Rost (Goldberg Group Architects)**

520 Francis Street Suite 200C  
St. Joseph, Missouri 64501

**Woodbury County Law Enforcement**

620 Douglas Street  
Sioux City, Iowa 51105

**Hausmann Construction, Inc.**

8885 Executive Woods Drive  
Lincoln, Nebraska 68512

DocuSigned by:

*Kevin Rost* 8/23/2022

B8A4BCDF8BED4D9...

SIGNATURE

DATE

DocuSigned by:

*Jesse Volpp* 8/17/2022

3DF7F6E8C1E544E...

SIGNATURE

DATE



**Woodbury LEC**

**RFI #87 & 200**

Cost Item:	RFI #87 & 200
21-068	DATE: 08/15/22

ITEM DESCRIPTION	QUANTITY	UNIT	MATERIAL COST		LABOR COSTS		EQUIPMENT COSTS		SUBCONTRACTOR		SUBTOTALS	
			Rate	TOTAL	RATE	TOTAL	Rate	TOTAL	Rate	TOTAL		
<b>Self Perform</b>											\$	-
	1	Isum	\$	-	\$	-	\$	-	\$	-	\$	-
<b>Subcontracts</b>												
Blackhawk Masonry - 87 & 200	1	Isum	\$	-	\$	-	\$	-	\$	-	\$	12,734.00
Drake Williams - 87 & 200	1	Isum	\$	-	\$	-	\$	-	\$	-	\$	1,300.00
Sands Wall System - 87 & 200	1	Isum	\$	-	\$	-	\$	-	\$	-	\$	1,687.00
	1	Isum	\$	-	\$	-	\$	-	\$	-	\$	-
Subtotals			\$	-	\$	-	\$	-	\$	-	\$	15,721.00

<b>Subtotal</b>		\$	<b>15,721.00</b>
<b>Self-Perform Fee</b>	10.0%	\$	-
<b>Sub Fee</b>	5.0%	\$	<b>786.00</b>
<b>Bond &amp; Insurance</b>		\$	<b>165.00</b>
<b>Grand Total</b>		\$	<b>16,672.00</b>



Sands Wall Systems, Inc.  
47030 Phillip Street  
Sioux Falls, SD 57108  
(605) 361-3177



# Change Order

DATE	C/O #
7/26/2022	6

QUOTED TO
Hausmann Construction 11627 Virginia Plaza #106  La Vista, NE 68128

RE: Woodbury County LEC

PROJECT
210251E

DESCRIPTION	PRICE
RE: WOODBURY COUNTY LAW ENFORCEMENT CENTER - SIOUX CITY, IA - CO 6	500.00

We propose to provide labor and materials to complete the following:

Complete changes per RFI 200.  
Skim coat block infill at elevator doors 0005 and 0006.

ADD: \$500.00  
LABOR: \$411.00  
MATERIALS: \$89.00

Estimator - Kyle Baker	<b>CHANGE ORDER TOTAL</b>	<b>\$</b>	<b>500.00</b>
Office (605) 361-3177   Cell: (605) 553-2225   <a href="mailto:kyle@sandswallsystems.com">kyle@sandswallsystems.com</a>			



# Change Request

166 Firethorn Trail  
 Dakota Dunes S.D. 57049  
 Ph (712) 490-4306  
 Fax (605) 432-0078

Todays Date: 4-1-22

RFI #87  
 Dated: 4-1-22

Project: Woodbury County LEC  
 Subject: Add block at Elevator Openings - Revised per Drawing provided by Hausmann on 4-1-2022  
 Reference: RFI #87 Revised

Attn: Nathan Thege

Description of Changes	Unit Type	Added Weeks	Foreman Hrs	Cost Per Hr	Mason Hrs	Cost Per Hr	Operator Hrs	Cost Per Hr	Tender Hrs	Cost Per Hr	Material Type	Quantity	Cost Per Each	OH&F on Material 15%	Equipment Type	Cost Per Week	No. of weeks	Cost Changes	
Elev #4 Detail 3/E-12	Fill in RO left out for elevator install at Elev 115'-0" - 68 units	ea	0.5	8	\$56	72	\$49	10	\$44	72	\$38	Standard Block	359	\$2.25	\$929	Lull mixer	\$900	0.25	\$8,288.51
Elev #3 Detail 3/E-11	Fill in RO left out for elevator install at Elev 100'-0" - 60 each	ea									Mortar	359	\$0.60	\$248	Scaffolding	\$250	0.25	\$310.21	
Elev #1 Detail 3/E-9	Fill in RO left out for elevator install at Elev 100'-0" - 60 each	cuyd									Grout	3.32	\$290.00	\$1,109	Block Saw	\$250	0.25	\$1,171.08	
Elev #2 Detail 3/E-10	Fill in RO left out for elevator install at Elev 100'-0" - 60 each	ea									Wall Ties	80	\$0.50	\$46	Misc	\$200	0.25	\$96.00	
Elev #2 Detail 5/E-7	Fill in RO left out for elevator install at Elev 122'-0" - 60 each										Bond	1	\$148.92	\$171.26				\$171.26	
Elev #2 Detail 5/E-7	Fill in RO left out for elevator install at Elev 144'-0" - 53 each																		

All contract inclusions and exclusions will apply.  
 This does not include any modification of the installed CMU to match the adjoining precast.

**Answer needed by : ASAP** Total \$10,099.56

Reply:

Submitted by: Dan Freed



# Change Request



166 Firethorn Trail  
 Dakota Dunes S.D. 57049  
 Ph (712) 490-4306  
 Fax (605) 432-0078

Today's Date: 7-26-22

RFI #200  
 Dated: 7-12-22

Project: Woodbury County LEC  
 Subject: Add block at elevator openings - as noted on RFI 200 and email clarifications with Nathan Thege

Reference: RFI #200

Attn: Nathan Thege

Description of Changes	Unit Type	Added Weeks	Foreman Hrs	Cost Per Hr	Mason Hrs	Cost Per Hr	Operator Hrs	Cost Per Hr	Tender Hrs	Cost Per Hr	Material Type	Quantity	Cost Per Each	OH&F on Material 15%	Equipment Type	Cost Per Week	No. of weeks	Cost Changes	
Elev #5 and #6 Fill in RO left out for elevator install, one jamb block on each side and lintel	ea	0.1	2	\$56	20	\$49	2	\$44	20	\$38	Standard Block	60	\$2.25	\$155	Lull mixer	\$900	0.10	\$2,185.25	
	ea										Mortar	60	\$0.60	\$41	Scaffolding	\$250	0.10	\$25.00	
	ea										Grout	0.75	\$290.00	\$250	Block Saw	\$250	0.10	\$66.40	
	cuyd										Wall Ties	30	\$0.50	\$17	Misc	\$200	0.10	\$275.13	
	ea										Bond	1	\$38.84	\$44.66				\$37.25	
																			\$44.66

All contract inclusions and exclusions will apply.  
 This does not include any modification of the installed CMU to match the adjoining precast.

Answer needed by : ASAP

Total \$2,633.69

Reply:

Submitted by: Dan Freed



Sands Wall Systems, Inc.  
 47030 Phillip Street  
 Sioux Falls, SD 57108  
 (605) 361-3177



# Change Order

DATE	C/O #
4/8/2022	3

QUOTED TO
Hausmann Construction 11627 Virginia Plaza #106  La Vista, NE 68128

RE: Woodbury County LEC

PROJECT
210251E

DESCRIPTION	PRICE
RE: WOODBURY COUNTY LAW ENFORCEMENT CENTER - SIOUX CITY, IA - CO 3	1,187.00

We propose to provide labor and materials to complete the following:

- Complete changes per RFI 087.
- Skim coat CMU infill at elevator shaft locations.
  - Six total locations to be skim coated.
  - Approximately 7' tall x 2'-6" wide at each location.

ADD: \$1,187.00  
 LABOR: \$1,030.00  
 MATERIALS: \$157.00

Estimator - Kyle Baker	<b>CHANGE ORDER TOTAL</b>	<b>\$</b>	1,187.00
Office (605) 361-3177   Cell: (605) 553-2225   <a href="mailto:kyle@sandswallsystems.com">kyle@sandswallsystems.com</a>			



Hausmann Construction, Inc.

2108 Taylor Ave. #850  
Norfolk, Nebraska 68701  
P: (402) 371-8650  
F: (402) 438-3235

Project: 21-068 Woodbury County - Law

Enforcement Center

3701 28th Street  
Sioux City, Iowa 51104

## RFI #200: Elevator 5 & 6 Openings In CIP Walls

<b>Status</b>	Open		
<b>To</b>	Carole Cline (Goldberg Group Architects)	<b>From</b>	Nathan Thege (Hausmann Construction, Inc.) 2108 Taylor Avenue #850 Norfolk, Nebraska 68701
<b>Date Initiated</b>	May 25, 2022	<b>Due Date</b>	Jun 1, 2022
<b>Location</b>	Woodbury County LEC		
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>			
<b>Drawing Number</b>	A3.05, S1.1	<b>Reference</b>	
<b>Linked Drawings</b>	<a href="#">A3.05</a> , <a href="#">S1.1</a>		
<b>Received From</b>	Matt Markham (Heartland Concrete & Construction, Inc.)		
<b>Copies To</b>	Shane Albrecht (The Baker Group), Klay Kasik (Hausmann Construction, Inc.), Chance Oldenburg (Hausmann Construction, Inc.), Kevin Rost (Goldberg Group Architects), David Tobar (Hausmann Construction, Inc.)		

### Activity

#### Question

**Question from Nathan Thege Hausmann Construction, Inc. on Wednesday, May 25, 2022 at 05:45 PM CDT**

According to Harris shop drawings, it appears the RO for the elevator openings are called out to be 3'-6" x 7'-0". However after previous conversations with Hausmann, Kone, and GGA the openings for these elevators need to have an additional 8" on both the sides and top making the new RO - 4'-10" x 7'-8". All walls for both elevators will be poured monolithically. Furthermore, it appears Elevation W33 on RAW07 list bar to follow the L2 concrete lintel that has a max clear opening of 5'-0". Is the reinforcing listed on Harris shops still acceptable with the wider opening or do we need additional reinforcing similar to load dock door opening? Please advise.

#### Attachments

[Elevator 5 & 6 Openings In CIP.pdf](#)

#### Official Response

**Response from Carole Cline Goldberg Group Architects on Tuesday, Jun 14, 2022 at 04:45 PM CDT**

Please see the attached RFI 200 response.

#### Attachments

[RFI 200 - Elevator 5 & 6 Openings in CIP Walls \(Response\).pdf](#)

#### All Replies

**Response from Nathan Thege Hausmann Construction, Inc. on Monday, Jul 11, 2022 at 03:39 PM CDT**

Per RFI response, do these larger elevator openings in CIP walls need to be filled back in? If so, how would this need to be filled in? Please advise.

**Response from Carole Cline Goldberg Group Architects on Tuesday, Jun 14, 2022 at 04:45 PM CDT**

Please see the attached RFI 200 response.

#### Attachments

[RFI 200 - Elevator 5 & 6 Openings in CIP Walls \(Response\).pdf](#)

Regarding additional question on infill at larger elevator openings, provide CMU infill with a skim coat to match adjacent CIP wall.

C.Cline  
GGA  
07.22.2022



Hausmann Construction, Inc.

2108 Taylor Ave. #850  
Norfolk, Nebraska 68701  
P: (402) 371-8650  
F: (402) 438-3235

Project: 21-068 Woodbury County - Law

Enforcement Center

3701 28th Street  
Sioux City, Iowa 51104

## RFI #200: Elevator 5 & 6 Openings In CIP Walls

<b>Status</b>	Open		
<b>To</b>	Carole Cline (Goldberg Group Architects)	<b>From</b>	Nathan Thege (Hausmann Construction, Inc.) 2108 Taylor Avenue #850 Norfolk, Nebraska 68701
<b>Date Initiated</b>	May 25, 2022	<b>Due Date</b>	Jun 1, 2022
<b>Location</b>	Woodbury County LEC		
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>			
<b>Drawing Number</b>	A3.05, S1.1	<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>	Matt Markham (Heartland Concrete & Construction, Inc.)		
<b>Copies To</b>	Shane Albrecht (The Baker Group), Klay Kasik (Hausmann Construction, Inc.), Chance Oldenburg (Hausmann Construction, Inc.), Kevin Rost (Goldberg Group Architects), David Tobar (Hausmann Construction, Inc.)		

### Activity

#### Question

**Question from Nathan Thege Hausmann Construction, Inc. on Wednesday, May 25, 2022 at 05:45 PM CDT**

According to Harris shop drawings, it appears the RO for the elevator openings are called out to be 3'-6" x 7'-0". However after previous conversations with Hausmann, Kone, and GGA the openings for these elevators need to have an additional 8" on both the sides and top making the new RO - 4'-10" x 7'-8". All walls for both elevators will be poured monolithically. Furthermore, it appears Elevation W33 on RAW07 list bar to follow the L2 concrete lintel that has a max clear opening of 5'-0". Is the reinforcing listed on Harris shops still acceptable with the wider opening or do we need additional reinforcing similar to load dock door opening? Please advise.

#### Attachments

[Elevator 5 & 6 Openings In CIP.pdf](#)

*Awaiting an Official Response*

The lintel over the elevator door opening will need to match L2 which is 24" deep with #5's at 6" each face. The jamb for L2 is 36" wide and also reinforced with #5's at 6" each face. With the increased opening, ensure that lintel bars extend the correct amount through the jamb per 9/S0.2 elevation. Where the opening is near a corner, the jamb can be in the adjacent wall with 90 degree hooks in the lintel bars to extend into the jamb.



Hausmann Construction, Inc.

2108 Taylor Ave. #850

Norfolk, Nebraska 68701

P: (402) 371-8650

F: (402) 438-3235

Project: 21-068 Woodbury County - Law

Enforcement Center

3701 28th Street

Sioux City, Iowa 51104

## RFI #87: All Elevators & Conflicts with Precast

<b>Status</b>	Open		
<b>To</b>	Carole Cline (Goldberg Group Architects)	<b>From</b>	Klay Kasik (Hausmann Construction, Inc.) 8885 Executive Woods Dr. Lincoln, Nebraska 68512
<b>Date Initiated</b>	Nov 30, 2021	<b>Due Date</b>	Dec 7, 2021
<b>Location</b>		<b>Project Stage</b>	Course of Construction
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>	A3.05	<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>	Klay Kasik (Hausmann Construction, Inc.)		
<b>Copies To</b>	Shane Albrecht CDCMP (The Baker Group), Klay Kasik (Hausmann Construction, Inc.), Chance Oldenburg (Hausmann Construction, Inc.), Kevin Rost (Goldberg Group Architects), David Tobar (Hausmann Construction, Inc.)		

### Activity

#### Question

**Question from Klay Kasik Hausmann Construction, Inc. on Tuesday, Nov 30, 2021 at 01:27 PM CST**

1. Elevator 06 is a 3500 elevator that requires a 8'-8" CLEAR opening rather than the 9'-0" currently shown. It is proposed to avoid modifying footings and precast panels to weld a 4" HSS to the precast embed that will attach to the elevator structure. Please confirm that this is acceptable. (attachment illustrates this solution)
2. Elevator 04 requires 7'-6" depth CLEAR in lieu of 8'-0" 3/8". Hausmann proposes to add an embed at each opening threshold to add a 3" L bracket to accommodate this discrepancy. Please confirm this is acceptable. (attachment illustrates this solution)
3. Every elevator opening requires that the short leg not be installed until after the elevator is installed. This makes it impossible to install as a single piece as shown. Hausmann proposes modifying the panel as shown within the attachment.
  - a) Please confirm that the modification of the indicated panel is acceptable
  - b) Please clarify if an additional precast panel is to be used to infill this opening, or other materials (e.g. CMU or Drywall) may be utilized

#### Attachments

[A3.05\\_ ENLARGED ELEVATOR PLANS & SECTIONS Rev.1 markup \(2\).pdf](#)

*Awaiting an Official Response*

1. This is acceptable.
2. This is acceptable. Structural recommends using an angle with 1/2" thickness, with a horizontal leg of 3", and vertical leg length as needed for attachment back to embed. Contractor to coordinate to ensure there is sufficient material for the connection.
3. Please provide CMU wall with a skim coat to match finish of adjacent precast walls.

C. Cline  
GGA  
12.02.2021

**PCCO #009**

Hausmann Construction, Inc.  
2108 Taylor Ave. #850  
Norfolk, Nebraska 68701  
Phone: (402) 371-8650  
Fax: (402) 438-3235

Project: 21-068 - Woodbury County - Law Enforcement Center  
3701 28th Street  
Sioux City, Iowa 51104

## Prime Contract Change Order #009: PCCO 009

<b>TO:</b>	<b>Woodbury County Law Enforcement</b> 620 Douglas Street Sioux City, Iowa 51105	<b>FROM:</b>	<b>Hausmann Construction, Inc.</b> 8885 Executive Woods Drive Lincoln, Nebraska 68512
<b>DATE CREATED:</b>	9/12/2022	<b>CREATED BY:</b>	Amy Ahlers (Hausmann Construction, Inc.)
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>	1 day	<b>EXECUTED:</b>	No
<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>	06/20/2023	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
<b>CONTRACT FOR:</b>	21-068:Woodbury County - Law Enforcement Center	<b>TOTAL AMOUNT:</b>	(\$34,824.00)

**DESCRIPTION:****ATTACHMENTS:****POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

PCO #	Title	Schedule Impact	Amount
022R2	CE #PCO 022R2 - Elevator Fronts		\$16,672.00
033	CE #PCO 033 - RFI #222 - Mobile Storage Unit		(\$15,791.00)
035	CE #035 - RFI #172 Drill & Epoxy Dowels For CMU Walls		(\$35,705.00)
036	CE #PCO 036 - 1 Weather Day - July	1 day	\$0.00
<b>Total:</b>			<b>(\$34,824.00)</b>

**CHANGE ORDER LINE ITEMS:****PCO # 022R2: CE #PCO 022R2 - Elevator Fronts**

#	Description	Amount
1	Added CMU	\$12,734.00
2	Skim Coating	\$1,687.00
3	Added Rebar	\$1,300.00
4	Fee	\$786.00
5	Bond & Insurance	\$165.00
<b>Grand Total:</b>		<b>\$16,672.00</b>

**PCO # 033: CE #PCO 033 - RFI #222 - Mobile Storage Unit**

#	Description	Amount
1	Reduce in scope	\$(15,481.00)
2	Fee	\$(310.00)
<b>Grand Total:</b>		<b>\$(15,791.00)</b>

**PCCO #009****PCO # 035: CE #035 - RFI #172 Drill & Epoxy Dowels For CMU Walls**

#	Description	Amount
1	Reduced Labor	\$(10,080.00)
2	Reduced Material	\$(24,925.00)
3	Fee	\$(700.00)
<b>Grand Total:</b>		<b>\$(35,705.00)</b>

**PCO # 036: CE #PCO 036 - 1 Weather Day - July**

#	Description	Amount
1	Weather	\$0.00
<b>Grand Total:</b>		<b>\$0.00</b>

The original (Contract Sum)	\$58,390,000.00
Net change by previously authorized Change Orders	\$2,185,646.69
The contract sum prior to this Change Order was	\$60,575,646.69
The contract sum would be changed by this Change Order in the amount of	(\$34,824.00)
The new contract sum including this Change Order will be	\$60,540,822.69
The contract time will be increased by this Change Order by 1 day.	
The Revised Substantial Completion Date will be	6/20/2023

**Kevin Rost (Goldberg Group Architects)**520 Francis Street Suite 200C  
St. Joseph, Missouri 64501**Woodbury County Law Enforcement**620 Douglas Street  
Sioux City, Iowa 51105**Hausmann Construction, Inc.**8885 Executive Woods Drive  
Lincoln, Nebraska 68512

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

520 Francis Street, Suite 200C  
St. Joseph, Missouri 64501  
816-233-9300 | info@gga-pc.com  
www.goldbergarchitects.com



September 22, 2022

**Woodbury County LEC Authority**

620 Douglas Street  
Sioux City, IA 51101

RE: Notice of Additional Fees  
RE: Concrete Issues / Workmanship

Attention – Ron Wieck / Chair

Dear Authority Members,

As you are unfortunately aware, the Law Enforcement Center Contractor's repeated issues in concrete placement and workmanship have caused substantial time and manhours to be expended by ourselves and our engineers, identifying, researching and providing solutions to continuing concrete deficiencies; these additional manhours, currently estimated @\$50-55,000, need to be invoiced and paid as our Team continues to incur additional time, per paragraph 4.2.2.1 of our current agreement with the Authority.

These additional fees have been incurred specifically on matters of stem-wall placement and workmanship as well as recent slab deficiencies; none of these manhours relate to the original Toth-Hausmann foundation dispute(s);

Baker Group is copied on this correspondence and is cordially invited to participate in resolution of this particular issue as your Project Manager.

Your understanding and guidance is appreciated, we will await the Authority's response prior to issuing an invoice for the additional manhours incurred to date.

Best wishes,

**Goldberg Group Architects, PC**

Lawrence Goldberg, AIA, NCARB, ASC  
President



cc: Shane Albrecht / Baker  
Kevin Rost, AIA / Principal  
File





## Woodbury County Law Enforcement Center Authority

620 Douglas St., Room 104

Sioux City, Iowa 51101

712 – 279-6525

Ron Wieck - Chair

Dan Moore - Secretary

Rocky DeWitt - Treasurer

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October 4<sup>th</sup>, 2022

D.A. Davidson & Co.  
515 East Locust Street, Suite 200  
Des Moines, IA 50309

To Whom It May Concern:

The Woodbury County Law Enforcement Authority is providing termination notice to D.A. Davidson & Co. for its service as dissemination agent.

Thank you for your assistance to this point.

Sincerely,

Ron Wieck  
Chairman  
Law Enforcement Authority

## DISSEMINATION AGENT AGREEMENT

This Dissemination Agent Agreement dated \_\_\_\_\_, 2022 (as amended from time to time, this “**Agreement**”) is entered into between UMB Bank, n.a.. (“**UMB**”) and Woodbury County Law Enforcement Center Authority, Iowa (the “**Obligated Party**”), whereby UMB agrees to serve as dissemination agent to the Obligated Party to assist the Obligated Party with compliance with its written undertakings to provide certain secondary market disclosure information to the Municipal Securities Rulemaking Board (“**MSRB**”) with respect to certain outstanding municipal securities identified in Exhibit A hereto in accordance with requirements of Rule 15c2-12 (the “**Rule**”) of the United States Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934 as in effect on the date of each undertaking (the “**Act**”).

This Agreement applies to the municipal securities described in Exhibit A hereto (collectively, the “**Securities**”) for which the Obligated Party has undertaken to provide certain ongoing secondary market disclosures pursuant to the Rule and the Obligated Party’s written undertakings identified in Exhibit A hereto (collectively, the “**Undertakings**”). This Agreement also covers any additional municipal securities subsequently issued and described in a supplement to this Agreement in the form of Exhibit B, attached hereto, which forms an amendment hereto and will be fully incorporated herein.

### 1. SERVICES TO BE PROVIDED

UMB agrees to perform the following services for the benefit of the Obligated Party:

- A. Review the Obligated Party’s outstanding Undertakings;
- B. Notify the Obligated Party at the appropriate time each year to remind the Obligated Party of the nature and timing of its obligation under the Undertakings;
- C. Obtain relevant demographic and tax information from available governmental sources or other third party information providers in order to assist the Obligated Party in preparation of operating and financial information disclosures (together, the “Annual Report”) required by the Undertakings;
- D. Assemble and tabulate operating information obtained by UMB and/or provided by the Obligated Party as required by the Undertakings;
- E. Receive from the Obligated Party its annual financial information in form and content required by the Undertakings;
- F. Provide to the Obligated Party copies of the Annual Report to be disseminated to the MSRB;
- G. Unless otherwise directed in writing by the Obligated Party prior to the date required in the Undertakings for dissemination to the MSRB, disseminate and provide receipt of filing of Annual Reports to the MSRB on or before the submission deadline date(s); and
- H. At the direction of the Obligated Party, disseminate and provide receipt of filing of notices to the MSRB of the occurrence of events (each, an “Event Notice” and,

together with the Annual Report, the “Disclosure Information”) specified in the Undertakings.

## **2. RESPONSIBILITIES OF THE OBLIGATED PARTY**

The Obligated Party agrees to cooperate with UMB to collect and provide the Disclosure Information on a timely basis to allow UMB to disseminate the same on or before the deadlines therefor set forth in the Undertakings.

The Obligated Party will provide UMB with an electronic copy, in word-searchable portal document format (PDF), of its Annual Report, including audited financial statements if required by the Undertakings, as soon as possible after receipt and approval (if applicable) thereof by the Obligated Party but in all instances in sufficient time to allow UMB to submit the same to the MSRB on or prior to the deadline dates specified in the Undertakings.

The Obligated Party will inform UMB of the occurrence of any event required to be disclosed by the Undertakings as soon as practicable after it has, or is deemed to have, knowledge thereof.

## **3. ANNUAL FEES**

For its services hereunder, UMB shall be paid the Annual Fee. “*Annual Fee*” means, with respect to any calendar year or portion thereof, payable on or about the date of execution and delivery of this Agreement for the first such calendar year and thereafter on or prior to the anniversary date of this Agreement, the sum of (i) \$500 per year for each Annual Report filed. The Annual Fee with respect to any calendar year shall also include an amount equal to \$100 for each Event Notice filed during such calendar year, which fee shall be payable within ten days of receipt by the Obligated Party of an invoice relating thereto from UMB. In addition, the Obligated Party shall reimburse UMB for out of pocket expenses incurred in preparing the Disclosure Information.

## **4. MUNICIPAL ADVISOR DISCLAIMER**

The Obligated Party and UMB intend and agree that the performance of services by UMB under this Agreement does not constitute the provision of municipal advisory activities within the meaning of Rule 15Ba1-1(e) of the Act and does not create or impose a duty on UMB to advise the Obligated Party with respect to the issuance of municipal securities or municipal financial products (as defined in the Act). In providing the services described herein, UMB is not recommending any action to any person, and the services provided by UMB herein are not intended to be, and shall not be construed as, a “recommendation” or “advice” within the meaning of Section 15B of the Act and the regulations promulgated thereunder. UMB is not acting as an advisor to any person and does not owe a fiduciary duty pursuant to Section 15B of the Act and the regulations promulgated thereunder with respect to services provided by this Agreement.

## **5. LEGAL ADVICE DISCLAIMER**

The Obligated Party acknowledges and understands that other state and federal laws, rules and regulations, including but not limited to the Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the Act, may apply to the Obligated Party, and that the failure of UMB to advise the Obligated Party of the Obligated Party’s responsibilities under such laws, rules and regulations shall not constitute a breach by UMB of any of its duties and responsibilities under this Agreement. The Obligated Party acknowledges and understands that (i) UMB is not acting in any legal, accounting or financial capacity with the Obligated

Party under this Agreement and is not providing legal, accounting or financial advice with respect to any federal or state laws rules, or regulations; and (ii) the duties of UMB under this Agreement relate exclusively to the performance of administrative tasks set forth in Section 2 hereof on behalf of the Obligated Party. The Obligated Party should consult with its own legal, accounting and financial professionals for advice with respect to compliance with other state and federal laws, rules and regulations applicable to the Obligated Party.

#### **6. LIMITATION OF LIABILITY**

UMB shall have only such duties as are specifically set forth in Section 2 of this Agreement. UMB's obligation to disseminate the Disclosure Information at the times and with the content described in the Undertakings shall be limited solely to the extent the Obligated Party has provided the foregoing to UMB as required by this Agreement. UMB shall have no duty to review and verify the accuracy or completeness of any Disclosure Information provided by the Obligated Party or other sources reasonably believed by UMB to be reliable, and the Obligated Party hereby disclaims and releases UMB from any responsibility to the holders of the Securities or any other party pursuant to this Agreement. UMB shall have no responsibility for the failure of the Obligated Party to report in a timely manner to UMB a Notice Event or a duty to determine the materiality thereof. UMB shall have no duty to determine, or liability for failure to determine, whether the Obligated Party has complied with the Undertakings. UMB may rely exclusively upon certifications of the Obligated Party at all times.

#### **7. TERMINATION**

This Agreement will automatically terminate with respect to an issue of Securities upon the termination of any Undertaking relating to those Securities. The Obligated Party may discharge UMB upon giving 30 days written notice to UMB with or without appointing a successor to act in such capacity. The Dissemination Agent may terminate its duties hereunder upon giving 30 days' written notice to the Obligated Party with or without a successor being available for appointment by the Obligated Party.

#### **8. WAIVER OF JURY TRIAL**

EACH OF THE PARTIES HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. THE PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

#### **9. GOVERNING LAW**

The laws of the State of Iowa shall govern this Agreement.

#### **10. ADDRESSES FOR NOTICES**

All notices and other communications called for hereunder shall be made in writing via hand delivery, first class mail, postage prepaid, overnight delivery by reputable courier service, or by electronic mail, and shall be deemed to have been duly made or given when delivered by hand or received by overnight delivery or first class mail or, in the case of electronic mail delivery, when transmitted, answer back received. All notices provided hereunder shall be addressed as follows:

If to Obligated Party:

620 Douglas Street  
Sioux City, IA 51101  
Attention: Dennis Butler, Finance/Budget Director  
Email: [dbutler@woodburycountyiowa.gov](mailto:dbutler@woodburycountyiowa.gov)

If to UMB:

UMB Bank, n.a.  
7155 Lake Drive  
West Des Moines, Iowa 50266  
Attention: Nathan Summers, Senior Vice President, Public Finance  
Email: [nathan.summers@umb.com](mailto:nathan.summers@umb.com)

11. **BENEFICIARIES**

This Agreement shall inure solely to the benefit of the Obligated Party and UMB, and shall create no rights in any other person or entity.

12. **MISCELLANEOUS**

This Agreement embodies the entire agreement and understanding between the parties hereto and, unless otherwise indicated, supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived, except by an instrument in writing signed by both UMB and the Obligated Party.

13. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the Obligated Party and the Dissemination Agent have each caused this Dissemination Agreement to be executed by their duly authorized officers as of the date first above written.


\_\_\_\_\_  
By: \_\_\_\_\_  
Name  
Title

ATTEST:

By: \_\_\_\_\_  
Name  
Title

[SEAL]

**UMB Bank, n.a.**, in its capacity as Dissemination Agent

By:  \_\_\_\_\_  
Name: Nathan Summers  
Title: Senior Vice President

**EXHIBIT A**

**SECURITIES ISSUES SUBJECT TO CONTINUING DISCLOSURE**

Woodbury County Law Enforcement Center Authority, Iowa

**Base CUSIP 979079**

\$25,300,000 Taxable Law Enforcement Center Facilities Revenue Bonds, Series 2020

\$25,000,000 Law Enforcement Center Facilities Revenue Bonds, Series 2021

**EXHIBIT B – FORM OF SUPPLEMENT TO SERVE AS  
DISSEMINATION AGENT**

[Date]

[Name of Obligated Party]  
[Address of Obligated Party]

Re: Supplement to Dissemination Agent Agreement, dated \_\_\_\_\_ between UMB  
and \_\_\_\_\_, (the “Dissemination Agreement”)

Pursuant to the Dissemination Agent Agreement, dated \_\_\_\_\_, between UMB and \_\_\_\_\_, (the “Obligated Party”), UMB agreed to provide certain secondary market disclosure dissemination services to the Obligated Party with respect one or more contractual undertakings of the Obligated Party to disseminate certain continuing operating and financial information and notices of certain enumerated events to the MSRB. The parties to the Dissemination Agreement hereby agree to amend the Dissemination Agreement to add the following subject securities:

Name of Municipal Securities

Name and Date of Undertaking

A copy of the Undertaking is attached hereto.

The parties hereto agree that this supplement amends the Dissemination Agreement and is fully incorporated therein in all of its terms.

UMB

\_\_\_\_\_  
Date:  
Title:

[Issuer]

\_\_\_\_\_  
Date:  
Title: