



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(MARCH 15, 2016) (WEEK 11 OF 2016)**

Agenda and Minutes also available at
www.woodburycountyiowa.gov

Larry D. Clausen 389-5329 lclausen@woodburycountyiowa.gov	Mark A. Monson 204-1015 mark@mudflap.com	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 March 15, 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

- | | | |
|--------------------------------|---|-------------|
| 3:30 p.m. | 1. Closed Session {Iowa Code 21.5(1)c} Discuss strategy with council
<u>First Floor Board of Supervisors Meeting Room</u> | |
| 4:30 p.m. | 2. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence | |
| | 3. Citizen Concerns | Information |
| | 4. Approval of the agenda March 15, 2016 | Action |
| | 5. Approval of the minutes of the March 8, 2016 meeting | Action |
| | 6. Discussion and approval of claims | Action |
| | 7. Human Resources – Ed Gilliland | |
| | a. Approval of Memorandum of Personnel Transactions | Action |
| | b. Authorize Chairman to sign Authorization to Initiate Hiring Process | Action |
| | c. Human Resources Department reorganization | Information |
| | d. True Speak, discussion and action | Action |
| | e. Recommendations for revision to Travel Policy, discussion and action | Action |
| 4:45 p.m.
(Set time) | 8. a. Public hearing on proposed Fiscal Year 2017 Budget | |
| | b. Discussion on Compensation Board recommendation on elected officials salaries for Fiscal Year 2017 and approval of resolution | Action |
| | c. Discussion and adoption of Fiscal Year 2017 Budget | Action |

- | | |
|--|-------------|
| 9. Board Administration – Karen James | |
| a. Approval of lifting tax suspension for L. T. | Action |
| b. Approval of lifting tax suspension for D. J. | Action |
| c. Clarifications for audio-visual equipment update | Information |
| 10. RML Architect – Mike Neswick | |
| Authorize Chairman to sign agreement with Sioux Contractors for construction of Siouxland District Health Remodel | Action |
| 11. County Fair Association – Randy Hayworth | |
| Woodbury County Fair Association response to funding | Information |
| 12. SIMPCO – Megan Weaver | |
| Western Iowa Community Improvement Regional Housing Trust Fund presentation | Information |
| 13. Planning & Zoning – John Pylelo | |
| To accept a Zoning Commission recommendation; Hold public hearing; and for the first reading for a text amendment to Woodbury County's Zoning Ordinance as authorized under Section 2.02:3 | Action |
| 14. County Attorney – PJ Jennings & County Sheriff – Dave Drew | |
| Consideration and approval to participate with the City of Sioux City in the submission of the Edward J. Byrne Memorial Justice (JAG) and Residential Substance Abuse Treatment (RSAT) Program application to the Governor's Office of Drug Control Policy | Action |
| 15. Building Services – Kenny Schmitz | |
| a. LEC Jail Expansion Project schematic design approval of funding and CMBA letter of proposal | Action |
| b. Woodbury County LED project contingency fund allocation | Information |
| c. Funding source allocation for Woodbury County Clerk of Courts and Woodbury County Treasurer's Office from 2016 Prairie Hills CIP | Action |
| 16. Secondary Roads – Mark Nahra | |
| a. Consider of award a quotation for bridge inspections for 2016 | Action |
| b. Consideration of permit for installation of underground communications line within the highway right of way for NIPCO on Ida Avenue | Action |
| c. Consideration of permit for installation of underground communications line within the highway right of way for NIPCO on Carroll Avenue and 120 th Street | Action |
| d. Consideration of annual weed commissioner appointment and report to Iowa Department of Agriculture | Action |
| e. Consider of award a bid for construction of Project FEMA 9 & 14—73-97 | Action |
| 17. Chairman's Report | Information |
| a. Correctionville rural meeting | |
| b. Policy review on land and CIP Items | |
| c. March 23 rd Janet Carl Long Range Planning | |
| d. April National County Month | |
| e. 24/7 Lobbying Update | |
| 1. Passed Senate 36 to 12 | |
| 2. Meeting with lobbyist and majority leader on March 10 th | |
| 18. Reports on Committee Meetings | Information |
| 19. Citizen's Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

WEDNESDAY, MARCH 16	10:00 a.m.	Senior Center Board of Directors Meeting, 313 Cook Street
	12:00 p.m.	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
THURSDAY, MARCH 17	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
MONDAY, MARCH 21	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
TUESDAY, MARCH 22	1:30 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave.
	2:00 p.m.	Decat Board Meeting, Western Hills AEA, Room F S.E., Le Mars, Iowa
MONDAY, MARCH 28	6:00 p.m.	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Merville, Iowa.
MONDAY, APRIL 4	6:00 p.m.	Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, APRIL 5	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, APRIL 6	12:00 noon	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, APRIL 7	5:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
WEDNESDAY, APRIL 13	8:05 a.m.	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
THURSDAY, APRIL 14	7:00 p.m.	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, 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.



MARCH 8, 2016 —TENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, March 8, 2016 at 4:30 p.m. Board members present were Monson, Ung, Smith and Taylor; Clausen was absent. Staff members present were Karen James, Board Administrative Coordinator, Ed Gilliland, Human Resources Director and Patrick Gill, Auditor/Clerk to the Board.

1. The meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.
2. There were no citizen concerns.
3. Motion by Monson second by Ung to approve the Agenda as submitted for March 8, 2016. Carried 4-0. Copy filed.
4. Motion by Ung second by Smith to approve the minutes of the March 1, 2016 Board meeting. Carried 4-0. Copy filed.
5. Motion by Monson second by Ung to approve the claims totaling \$251,374.56. Carried 4-0. Copy filed.
- 6a. Motion by Taylor second by Ung to approve and authorize the Chairperson so sign a Resolution honoring three lifesaving citizens. Carried 4-0.

RESOLUTION #12,341
RESOLUTION HONORING THREE LIFESAVING CITIZENS

Whereas, a gentleman, Larry Hare of Battle Creek, IA, a former member of the Battle Creek ambulance, was driving a combine in rural Woodbury County back from Merville on D38 two miles west of Anthon when the combine fell off a soft shoulder and rolled into the steepest part of the ditch being entrapped as the combine caught on fire;

Whereas, Randy Colshan who is normally employed as owner of Mapleton Rooter and Daniel Garcia and Robert Klassen who are normally employed at Pepsi-Cola of South Sioux stopped their vehicles;

Whereas, Randy Colshan, Daniel Garcia, and Robert Klassen worked to pull Larry Hare out and transported him to a safe distance from the burning combine with surprisingly minor injuries;

And whereas, both Randy Colshan, Daniel Garcia, and Robert Klassen are credited by the Anthon Ambulance personnel for having saved Larry Hare's life;

Now therefore be it resolved, that the Woodbury County Board of Supervisors thanks, commends, and honors the service actions of Randy Colshan, Daniel Garica, and Robert Klassen, and wishes them the absolute best as they continue to show honor in their steadfast commitment to the citizens of Woodbury County.

WOODBURY COUNTY BOARD OF SUPERVISORS
 Copy filed.

Presentation of Resolution.

- 6b. Motion by Taylor second by Monson to approve a letter seeking legislative support for 24/7. Carried 4-0. Copy filed.
- 6c. Motion by Taylor second by Monson to approve Clerk of Courts move to the current Treasurer's office, Treasurer's office move to the Trospen-Hoyt. Carried 4-0. Copy filed.
- 7a. Motion by Taylor second by Monson to approve Woodbury County Courthouse Advisory Committee for Historical Preservation. Carried 4-0. Copy filed.

- 7b. Motion by Monson second by Ung to approve fees and costs necessary to complete analysis required for Courthouse 2nd floor south-east courtroom façade and windows in need of emergency repair. Carried 4-0. Copy filed.
- 7c. Information on costs for upgrading audio-visual equipment 2016 CIP and elevators. Copy filed.
8. Motion by Smith second by Monson to authorize the RML Architect to write the construction contracts with Sioux Contractors for \$477,900.00 for the alterations at Siouxland District Health. Carried 4-0. Copy filed.
- 9a. Motion by Monson second by Smith to approve the appointment of Britiny Herron, Civilian Jailer, County Sheriff Dept., effective 3-9-16, \$17.48/hour. Job Vacancy Posted 1-13-16. Entry Level Salary: \$17.48/hour.; the appointment of Jesse Lieber, Youth Worker, Juvenile Detention Dept., effective 3-9-16, \$22.05/hour. From Part-time to Full-time Youth Worker.; the reclassification of Kayla Vandroome, P/T Youth Worker, Juvenile Detention Dept., effective 3-19-16, \$18.85/hour, 3%=\$.63/hour. Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 2 to Grade 1/Step 3.; the promotion of Frederick Beckman, Sheriff Deputy, County Sheriff Dept., effective 4-11-16, \$21.75/hour, 24%=\$4.27/hr. Promotion from Civilian Jailer 3rd Class to Deputy 2nd Class.; the promotion of Sage Lewis, Sheriff Deputy, County Sheriff Dept., effective 4-11-16, \$21.75/hour, 3.5%=\$.76/hr. Promotion from Senior Court Security Officer to Deputy 2nd Class.; the promotion of Eric Smith, Sheriff Deputy, County Sheriff Dept., effective 4-11-16, \$21.75/hour, 24%=\$4.27/hr. Promotion from Civilian Jailer 3rd Class to Deputy 2nd Class.; the transfer of Clifford Moodie, Civilian Jailer, County Sheriff Dept., effective 4-11-16, \$23.46/hour. Transfer from Court Security Officer to Civilian Jailer.; and the transfer of Sheryl Skaff, Civilian Jailer, County Sheriff Dept., effective 4-11-16, \$23.42/hour. Transfer from Court Security Officer to Civilian Jailer. Carried 4-0. Copy filed.
- 9b. Motion by Ung second by Monson to approve to de-authorize Asst. Building Superintendent, Building Services Dept. position. Carried 4-0. Copy filed.
- 9c. Motion by Smith second by Monson to authorize the Chairperson to sign the Authorization to initiate the hiring process for Building Services Supervisors, Building Services Dept., Wage Plan Matrix: \$51,876-\$55,538/year. Carried 4-0. Copy filed.
- 9d. The Board presented an Award Certificate to Jeffrey Davis. Copy filed.
- 10a. Motion by Monson second by Ung to approve and authorize the Chairperson to sign a Resolution for tax suspension for Joann Henry, 3700 28th St., Lot 313, Sioux City, vin#4757161323. Carried 4-0.

WOODBURY COUNTY, IOWA
RESOLUTION #12,342
RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES

WHEREAS, Joann Henry, is the titleholder of property located at 3700 – 28th Street, Lot 313 Sioux City, IA, Woodbury County, Iowa, and legally described as follows:

VIN #4757161323

1975 PIED 41*24 color GLD/CRM Sq. Ft. 984.0

WHEREAS, Joann Henry, is the titleholder of the aforementioned properties have petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2009 Iowa Code section 427.9, 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 grants the request for a suspension of taxes, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this property.

SO RESOLVED this 8th day of March, 2016.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 10b. 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 #113596, 1012 ½ Dubuque St., Sioux City. Carried 4-0.

**RESOLUTION #12,343
NOTICE OF PROPERTY SALE**

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

The vacated north/south alley abutting Lot 3, Block 19, Coles Addition to Sioux City, Woodbury County, Iowa (1012 ½ Dubuque Street)

NOW THEREFORE,

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

- 1. That a public hearing on the aforesaid proposal shall be held on the **22nd Day of March, 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 **22nd Day of March, 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 \$132.00** plus recording fees.

Dated this 8th Day of March, 2016.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 11. Motion by Monson second by Taylor to approve the contract between GovTech Services and Woodbury County Treasurer for on-line tax sale. Carried 4-0. Copy filed.
- 12. Motion by Smith second by Ung to approve the liquor license for Foot Wedge Lounge for Class C Liquor License (LC) (Commercial) with outdoor service and Sunday sales from 3/15/16 through 11/15/16. Carried 4-0. Copy filed.
- 13a. Motion by Monson second by Smith to approve to add intersection safety project to the FY 2017 program. Carried 4-0. Copy filed.
- 13b. The county engineer reported that request for bids for Project #RC-CO97(130)—9A-97 was withdrawn.
- 13c. Bids were received for Project #FEMA 9 & 14—73-97. The bids are as follows:

Holly Brown, Ponca, NE	\$55,741.64
Flewelling Earth Moving, Merville, IA	\$64,872.85
Nelson & Rock Contracting, Onawa, IA	\$75,446.00
Midwest Contracting, Marshall, MN	\$91,226.50
Clark Construction, Whiting, IA	\$103,479.00
LA Carlson, Merrill, IA	\$121,149.00

Motion by Monson second by Ung to receive the bids and to direct the County Engineer to evaluate the bids and return with a recommendation for award. Carried 4-0. Copy filed.

- 13d. Motion by Monson second by Taylor to approve the permit to work in Highway Right of Way to place underground utilities for CenturyLink. Carried 4-0. Copy filed.
14. The Chairperson reported on day to day activities.
15. The Board members reported on their committee meetings.
16. There were no citizen concerns.

The Board adjourned the regular meeting until March 15, 2016.

Meeting sign in sheet. Copy filed.

#6a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

Date: 03-10-16

Weekly Agenda Date: 03-15-16

DEPARTMENT HEAD / CITIZEN: <u>Ed Gilliland</u>		
SUBJECT: <u>Memorandum of Personnel Transactions</u>		
ACTION REQUIRED:		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input checked="" type="checkbox"/>

WORDING FOR AGENDA ITEM: Approval of Memorandum of Personnel Transactions

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Approve the Memorandum of Personnel Transactions

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: March 15, 2016

For the March 15, 2016 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) Juvenile Detention Assist. Director, Appointment.
- 2) Building Services Maintenance Technician, Resignation.
- 3) County Treasurer M.V. Clerk II, from Grade 3/Step 4 to Grade 3/Step 5.

Thank you

#6b

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

Date: 3-10-16

Weekly Agenda Date: 3-15-16

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Authorization to Initiate Hiring Process

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

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

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

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

Approved by Board of Supervisors March 3, 2015.

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

DATE: March 15, 2016

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Building Services	Maintenance Technician	AFSCME Courthouse: \$16.77-\$18.17/hour		
Secondary Roads	Temporary Summer Laborers (5)	Wage Plan: \$9.00-\$10.50/hour Based on Experience.		
Secondary Roads	Temporary Engineering Aides (3)	Wage Plan: \$10.00-\$13.00/hour Based on Experience.		
	*Please See Attached Memo of Explanation			

Chairman, Board of Supervisors



Woodbury County Building Services
401 8th Street
Sioux City, IA. 51101
Kenny Schmitz, Building Services Director
kschmitz@woodburycountyiowa.gov
712-253-3745

March 11th, 2016

TO: Human Resources
FROM: Kenny Schmitz; Building Services Director
SUBJECT: Authorization to hire Building Services Maintenance Technician

This memo to the Human Resources Department is asking to initiate the hiring process and the authorization to fill a full time Building Services Maintenance Technician position that will be open as of March 25, 2016.

The open position will be for Maintenance Technician.

Respectfully,

Kenny Schmitz

Woodbury County Secondary Roads Department

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



COUNTY ENGINEER
Mark J. Nahra, P.E.
mnhadra@sioux-city.org

ASSISTANT TO THE COUNTY ENGINEER
Benjamin T. Kusler, E.I.T.
bkusler@sioux-city.org

SECRETARY
Tish Brice
tbrice@sioux-city.org

To: Woodbury County Board of Supervisors
Woodbury County Human Resources Department

From: Mark J. Nahra, County Engineer

Date: March 7, 2016

Subject: Summer hire positions

I am requesting the authority to hire five (5) temporary maintenance staff summer positions and three (3) summer engineering aides. We fill these positions annually and appropriately budget for the temporary staff.

We utilize the temporary summer maintenance staff to assist full time maintenance employees with traffic control flagging and with our AMZ pavement patching crew. These positions provide summer work for college students and allow us to use our full time staff members in equipment operation rather than traffic control. This allows us to get more work done each day as skilled full time staff can concentrate on running equipment, not directing traffic.

The engineering aides assist our full time engineering technicians with survey and project inspection work. Our summer project work load will again be heavy this year. We hire two engineering aides most summers. With the extra project work load created this year with the RISE project at AGP and the City of Salix project, one additional staff member would be useful.

Please contact me if you have any questions. Thank you for your assistance and attention.



WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: 03-10-16

Weekly Agenda Date: 03-15-16

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: HR Department Reorganization

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: HR Department Reorganization, Discussion.

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION:



Woodbury County HUMAN RESOURCES DEPARTMENT

Edward Gilliland
Director
egilliland@sioux-city.org

Melissa Miller
Safety/Risk Coordinator
mmiller@sioux-city.org

Lisa Anderson
Secretary
lisaanderson@sioux-city.org

Tonia Abell
Clerk II
tabell@sioux-city.org

March 10, 2016

Dear Woodbury County Board Supervisors;

It is with great pleasure that I bring a plan to create a department to better serve the County. We deal with many areas:

- 1) Hiring, Recruiting, and Retention of Employees
- 2) Compliance with Union Contracts and
- 3) Negotiations of the Contracts
- 4) Discipline
- 5) Wages
- 6) Benefits
 - IPERS
 - Deferred Compensation
 - Long Term Disability
 - Life
 - Vision
 - Voluntary Life
 - Medical, Health Fairs, Wellness, Wellness Committees, etc.
 - Dental
- 7) The Self-Funded Health Plan
- 8) The Self-Funded Liability Plan
- 9) Risk Management
- 10) Workers Compensation
- 11) Safety
- 12) Training

Our plan for the next couple years will be to place greater emphasis on Risk Management, Work Comp, Safety, Deferred Comp, and Recruiting. We have made progress but there is much to be done as we try to bring more consistent process and better communication. We have recently been able to lock in multi-year union agreements that will help us grow our relationship with the employees and bring greater productivity and responsiveness. We ask for your support in our effort to improve during these times of change and growth of responsibility.

We lost the Assistant Director in December to retirement. As we reshape the department and move forward we would:

- 1) eliminate the Assistant Director position and replace it with an Administrative Assistant position (current Safety).
- 2) eliminate the Safety Coordinator position.
- 3) add a Senior Clerk by moving the current Clerk II to Senior Clerk
- 4) keep the Secretary III
- 5) keep the Clerk II and hire a new person for this position

The change will bring a net payroll savings, see the exhibit. We will be more lean and efficient with a broad knowledge base.

Sincerely,

Edward S. Gilliland
Human Resources Director

Human Resources Departmental Overview -- Salary Proposals

Title		Current	Would have been	Proposed
		2015-16	2016-17	2016-17
Safety Coordinator	Melissa	\$43,764	\$45,186	
Administrative Assistant	Melissa	\$45,760		\$47,258
Secretary III	Lisa	\$47,747	\$48,755	
Secretary III	Lisa			\$48,755
			step chng and 2.5%	
Clerk II	Tonia	\$31,863	\$34,158	
Sr Clerk	Tonia		\$36,540	\$37,454
Clerk II	New			\$32,656
HR Asst Director	Gloria	\$56,826	\$58,673	\$0
		\$180,200	\$186,772	\$166,123

		Step 1	Step 2	Step 3	Step 4	Step 5
Safety	2015-16		\$43,764			
			\$20.88			
Admn Asst	2015-16		\$22.00	\$1.12		
			\$45,760	\$2,330	Jul-17	
Admn Asst	2016-17	\$21.85	\$22.72		\$24.34	\$25.96
		\$45,448	\$47,258	Jul 2017 >	\$50,627	\$53,997
	2017-18	add %	add %		add %	add %

Scrtry III

Grade 5	2016-17	\$18.94	\$19.70	\$20.37	\$21.41	\$23.35
						\$48,755
	2017-18	add %	add %	add %	add %	add %

#6d

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RECORD

Date: 03-10-16

Weekly Agenda Date: 03-15-16

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: True Speak Discussion and Action

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: True Speak Training of additional managers. This is for Discussion and Action.

EXECUTIVE SUMMARY: Seeking authorization for 20 additional managers to attend True Speak training.

BACKGROUND: True Speak training is a program the Sioux City Schools has used for a number of years. True Speak was introduced to Woodbury County by Supervisor Taylor to bring a communication system that fosters a more open dialogue between employees and managers. Approximately 40 of Woodbury County's leaders have already been through one of the two previous training courses. This next session will bring approximately 20 more through the training and will likely conclude the training for this year.

FINANCIAL IMPACT: \$3,900 from the Human Resources Professional Services Budget, there is money in our budget for the training.

RECOMMENDATION: Please approve this item to allow us to continue to train our managers.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve additional True Speak training.

Approved by Board of Supervisors March 3, 2015.

March 16 & 17 Projected Attendees

1) From the Assessors Office

- 1 Julie Conolly
- 2 Scott Clausen

2) Health Department

- 1 Linda Drey
- 2 Mona Scaletta
- 3 Kelli Zvirgzdinas
- 4 Michelle Clausen Rosendahl
- 5 Michelle Lewis
- 6 Sharon Schroeder
- 7 Joy Caudron

3) Sheriff's Office

- 1 Jim Bauerly
- 2 Doug Boetger
- 3 Pat Hinrichsen
- 4 Dave Benson
- 5 Don Armstrong
- 6 Mary Feiler
- 7 Al Shinkunas
- 8 Dennis Wilson
- 9 Lee Blanchard
- 10 Jorma Schwedler

4) HR

- 1 Melissa Thomas

#6e

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

Date: 03-10-16

Weekly Agenda Date: 03-15-16

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Revisions to Travel Policy, Discussion and Action

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Give Direction Other: Informational Attachments

WORDING FOR AGENDA ITEM: Recommendations for Revision to Travel Policy, Discussion and Action.

EXECUTIVE SUMMARY: Provides flexibility in the means of travel to allow employees a choice of transportation without extra cost to the County. County would reimburse for the lower cost option (plane or auto), even if the employee chooses the higher cost option.

BACKGROUND: As background, Mark Nahra brought this language to us through our Policy Committee. The proposed language approximately mirrors language used by the Department of Transportation. This would amend our current travel policy by allowing the employee to choose the means of transportation to a meeting or convention the County wants the employee to attend. No time is lost either as the employee must utilize vacation time for any extra business days of travel that would be brought about by use of the alternate transport method.

FINANCIAL IMPACT: None, regardless of the cost, the employee is reimbursed for the most economical mode of transportation.

RECOMMENDATION: Please pass as this incurs no extra expense for the County, but it does provide some flexibility for the employee.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve the revisions to the Travel Policy.

Approved by Board of Supervisors March 3, 2015.

Add to June 12, 2012 approved travel policy:

COMMERCIAL AIRFARE:

Employees and/or elected officials/deputies are reimbursed for actual costs of coach airfare.

NEW PARAGRAPH: *If employees and/or elected officials/deputies choose to drive to their destination when a commercial flight may be less costly, mileage will be reimbursed at the rate most recently determined by the Board of Supervisors for the round trip to the destination from the employee's work location, OR the cost of a comparable flight from the nearest airport to the destination, whichever is less.*

Mileage will be determined using a search engine mileage (Mapquest, Google maps, etc). The cost of commercial air fare can be documented by providing round trip flight cost information from an airline and a travel website (Expedia, Orbitz, Priceline, airline website, etc.).

Expenses that would be incurred if flying, including transportation to and from the local and destination airport and airport parking may be included in reimbursement if the employee chooses to drive. The employee/elective official/deputy shall be liable for all travel expenses beyond the costs reimbursed by the county noted herein.

Employees and deputies shall use leave time for travel in excess of one day, if travel by the selected mode exceeds time required by the least costly travel option by one or more days.

Explanation: Employees traveling for county business should be required to travel by the least costly travel choice that allows the employee or county official to arrive at their destination on time. If an employee chooses a different option for travel, for instance driving a long distance instead of flying by commercial airline, the employee/elected official/deputy can still be reimbursed for travel at the lesser cost of the available travel options. Employees/elected officials shall provide documentation for the cost of both options and the county shall reimburse the lower cost travel option.

If the travel by car exceeds the travel by air by more than one business day, the each extra day spent driving to and returning from the destination shall be taken as leave time.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

#7a

Date: March 10, 2016

Weekly Agenda Date: March 15, 2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dennis Butler, Finance/Operations Controller

SUBJECT: Fiscal Year 2017 Budget Hearing

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Public Hearing on proposed Fiscal Year 2017 Budget.

EXECUTIVE SUMMARY: This is just the public hearing for the proposed FY 2017 Budget. Adoption of the 2017 Budget will take place on item #7c.

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.



Woodbury County Board of Supervisors

Courthouse • Room 104
620 Douglas Street • Sioux City, Iowa 51101

Telephone (712) 279-6525 • Fax (712) 279-6577

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: Woodbury County Board of Supervisors
From: Dennis D. Butler, Finance/Operations Controller
RE: FY 2017 Tax Rates
Date: March 10, 2016

New Proposed Tax Rates for FY 2017

<u>Fund</u>	<u>FY 2016</u>	<u>FY 2017</u>	Increase or Decrease <u>by Dollars</u>	Increase or Decrease <u>by %</u>
General Basic	3.50000	3.65832	0.15832	
General Supplemental	2.82458	2.81067	(0.01391)	
Mental Health Services	0.97917	0.72650	(0.25267)	
Debt Service	0.21239	0.26710	0.05471	
Countywide for Cities & Townships	7.51614	7.46259	(0.05355)	-0.71%
Rural Basic - Townships Only	3.12277	3.04368	(0.07909)	
Total for Townships	10.63891	10.50627	(0.13264)	-1.25%

Budget Totals For Woodbury County

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2017*(post-CIP approval)</u>
Operating Budgets	45,942,918	46,243,684	46,243,684
Capital Budgets - CIP	5,635,930	5,635,930	9,069,041
Total	51,578,848	51,879,614	55,312,725

*These numbers include all building CIP items, secondary roads, and a potential \$1.199 million expansion potential.

No funds are borrowed for unless approved by the Board of Supervisors for actual implementation of projects.

Effects on Different Land Classes With a Assessed Value of \$ 100,000

		<u>FY 2016</u>	<u>FY 2017</u>	<u>Increase</u>	<u>Increase</u>
<u>Cities:</u>					
	Residential	\$418.90	\$415.11	(\$3.79)	-0.90%
	Commercial	\$676.45	\$671.63	(\$4.82)	-0.71%
<u>Townships:</u>					
	Residential	\$592.95	\$584.42	(\$8.53)	-1.44%
	Commercial	\$957.50	\$945.56	(\$11.94)	-1.25%
	Ag Lands	\$475.58	\$484.41	\$8.83	1.86%

State Ordered Rollbacks - %

	<u>FY 2016</u>	<u>FY 2017</u>	<u>Increase</u>
Residential	55.7335	55.6259	-0.11%
Ag Land	44.7021	46.1068	1.40%
Commercial	90.0000	90.0000	0.00%

Preliminary Budget Numbers

FY 16 Certified	\$51,578,848
FY 17 Proposed	\$52,954,133
Reductions	-\$1,074,519
FY 17 Current	\$51,879,614*

**This includes approximately \$306,000 in improvement requests, \$245,913 in health insurance reserve increase, and \$350-\$375,000 in increased compensation.*

ADOPTION OF BUDGET & CERTIFICATION OF TAXES
Fiscal Year July 1, 2016 - June 30, 2017

Iowa Department of Management

02-25-2016

County Name: Woodbury

County Number: 97

Date Budget Adopted:

Budget Basis: GAAP

At the meeting of the Board of Supervisors of this County, held after the public hearing as required by law, on the date specified above and to the right, the proposed budget for the fiscal year listed above was adopted as summarized and attached hereto, and tax levies, as itemized below, were approved for all taxable property of this County.

Note: Utility Tax Replacements are estimated by subtracting the amounts produced in Column T from the amounts entered in Column P. The software performs this calculation and places the budget-year estimated Utility Tax Replacement amounts on line 11 of the Revenues Detail sheet.

There is attached a Long-Term Debt Schedule (Form 703) for the debt service needs, if any.

Maximum County Mental Health and Disabilities Services Fund (Information Only):

1M Base Year Expenditures for Mental Health/Disabilities Services	3,564,086
2M County Population Expenditure Target Amount	4,835,373
3M Maximum County Services Fund Levy Dollars	3,564,086

3M is the lesser of 1M and 2M

Certification of Mental Health and Disabilities Services Fund Levy Dollars:

4M County MHDS Fund Levy Dollars (cannot exceed 3M above)

		(P) UTILITY REPLACEMENT AND PROPERTY TAX DOLLARS	(Q) VALUATION WITH GAS & ELEC UTILITIES	(R) LEVY RATE	(S) VALUATION WITHOUT GAS & ELEC UTILITIES	(T) PROPERTY TAXES LEVIED
A. Countywide Levies:	1		3,925,499,554	2,851,891	3,561,895,557	
General Basic	2	14,360,740		3,65832		13,030,554
+ Cemetery (Pioneer - 331.424B)	3			0		0
= Total for General Basic	4	14,360,740				13,030,554
Emerg Mgmt Dollars Included Above in Gen Basic-Info Only for Tax Statement	5					0
General Supplemental	6	11,033,281		2,81067		10,011,313
Emerg Mgmt Dollars Included Above in Gen Supp-Info Only for Tax Statement	7					0
County MHDS Fund (from '4M' certification above)	8	2,851,891		0,7265		2,587,717
Debt Service (from Form 703 col. 1 Countywide total)	9	1,150,582	4,307,696,519	0,2671	3,944,092,522	1,053,467
Voted Emergency Medical Services (Countywide)	10			0		0
Other (specify)	11			0		0
Subtotal Countywide (A)	12	29,396,494		7,46259		26,683,051
B. All Rural Services Only Levies:	13		1,074,014,634		846,845,705	
Rural Services Basic	14	3,268,953		3,04368		2,577,527
Rural Services Supplemental	16			0		0
Unified Law Enforcement	17			0		0
Other (specify)	18			0		0
Other (specify)	19			0		0
Subtotal All Rural Services Only (B)	20	3,268,953		3,04368		2,577,527
Subtotal Countywide/All Rural Services (A + B)	21	32,665,447		10,50627		29,260,578
C. Special District Levies:	22					
Flood & Erosion	22		0	0	0	0
Voted Emergency Medical Services (partial county)	23		0	0	0	0
Other (specify)	24	0		0	0	0
Other (specify)	25			0	0	0
Other (specify)	26			0	0	0
Township ES Levies (Summary from Form 638-RE)	27	0		0	0	0
Subtotal Special Districts (C)	28	0				0
GRAND TOTAL (A + B + C)	29	32,665,447				29,260,578

Compensation Schedule for FY:

Elected Official:

Attorney	123,150
Auditor	86,267
Recorder	83,709
Treasurer	101,975
Sheriff	33,794
Supervisors	
Supervisor Vice Chair, if different	
Supervisor Chair, if different	38,319

Number of Official County Newspapers: 3

Names of Official County Newspapers:

1	The Sioux City Journal
2	The Merville Record
3	The Sergeant Bluff Advocate
4	
5	
6	

The County Auditor represents the following to be true:

- The prescribed Budget Public Hearing Notice and Proposed Budget Estimate (Form 630) was lawfully published in all official newspapers, with said publication(s) being individually evidenced by verified and filed proof(s) of publication. If applicable, there was lawful publication of any rates exceeding statutory maximums.
- All budget hearing notices were published not less than 10 days, nor more than 20 days, prior to the budget hearing.
- Adopted property taxes do not exceed published amounts.
- Adopted expenditures do not exceed published amounts for any of the 10 individual expenditure classes, or in total.
- This budget was certified on or before March 15 unless otherwise documented to the Department of Management.

Board Chairperson (signature)

County Auditor (signature)

Woodbury County PROPOSED BUDGET SUMMARY

02-25-2016

						TOTALS			
	General (A)	Special Revenue (B)	Capital Projects (C)	Debt Service (D)	Permanent (E)	Budget	Re-estimated	Actual	
						2016/2017 (F)	2015/2016 (G)	2014/2015 (H)	
REVENUES & OTHER FINANCING SOURCES									
Taxes Levied on Property	1 23,041,867	5,165,244		1,053,467		29,260,578	27,280,551	27,907,204	1
Less: Uncollected Delinquent Taxes - Levy Year	2 0	0				0			2
Less: Credits to Taxpayers	3 835,655	229,602		52,900		1,118,157	998,504	1,395,918	3
Net Current Property Taxes	4 22,206,212	4,935,642		1,000,567		28,142,421	26,282,047	26,511,286	4
Delinquent Property Tax Revenue	5 14,000	500		500		15,000	15,500	18,075	5
Penalties, Interest & Costs on Taxes	6 356,000					356,000	406,000	331,794	6
Other County Taxes/TIF Tax Revenues	7 2,380,154	3,480,600	455,000	98,115	0	6,413,869	6,942,174	6,265,906	7
Intergovernmental	8 2,742,515	6,671,717	0	52,900	0	9,467,132	10,050,055	13,785,999	8
Licenses & Permits	9 733,450	30,000				763,450	37,250	402,825	9
Charges for Service	10 2,211,734	12,000				2,223,734	2,444,498	2,090,176	10
Use of Money & Property	11 167,500	30,000		82,000		279,500	233,592	423,063	11
Miscellaneous	12 65,900	153,000				218,900	303,004	944,239	12
Subtotal Revenues	13 30,877,465	15,313,459	455,000	1,234,082	0	47,880,006	46,714,120	50,773,363	13
Other Financing Sources:									
General Long-Term Debt Proceeds	14 0	0	5,719,302			5,719,302	1,892,794	1,765,000	14
Operating Transfers In	15 6,463,114	2,828,688	0	107,968	0	9,399,770	8,753,047	9,538,153	15
Proceeds of Fixed Asset Sales	16 0	0				0			16
Total Revenues & Other Sources	17 37,340,579	18,142,147	6,174,302	1,342,050	0	62,999,078	57,359,961	62,076,516	17
EXPENDITURES & OTHER FINANCING USES									
Operating:									
Public Safety and Legal Services	18 15,654,664	1,322,689			0	16,977,353	15,560,589	14,478,134	18
Physical Health and Social Services	19 4,954,560	0			0	4,954,560	5,065,312	5,313,524	19
Mental Health, ID & DD	20 0	2,854,210			0	2,854,210	6,619,979	4,770,191	20
County Environment and Education	21 1,779,306	803,641			0	2,582,947	2,550,200	2,457,371	21
Roads & Transportation	22 0	8,465,786			0	8,465,786	8,255,200	6,171,294	22
Government Services to Residents	23 2,420,050	200,600			0	2,620,650	2,485,217	2,206,920	23
Administration	24 6,402,582	25,046			0	6,427,628	6,222,595	6,669,747	24
Nonprogram Current	25 20,000	0			0	20,000	20,000	27,998	25
Debt Service	26 0	0		1,340,550	0	1,340,550	1,069,776	1,096,411	26
Capital Projects	27 0	3,349,739	5,719,302		0	9,069,041	5,569,177	7,254,326	27
Subtotal Expenditures	28 31,231,162	17,021,711	5,719,302	1,340,550	0	55,312,725	53,418,045	50,445,916	28
Other Financing Uses:									
Operating Transfers Out	29 5,964,417	3,435,353	0	0	0	9,399,770	8,753,047	9,538,153	29
Refunded Debt/Payments to Escrow	30 0	0				0			30
Total Expenditures & Other Uses	31 37,195,579	20,457,064	5,719,302	1,340,550	0	64,712,495	62,171,092	59,984,069	31
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32 145,000	-2,314,917	455,000	1,500	0	-1,713,417	-4,811,131	2,092,447	32
Beginning Fund Balance - July 1,	33 6,506,695	6,692,043		329,320	35,704	13,563,762	18,374,893	16,282,446	33
Increase (Decrease) in Reserves (GAAP Budgeting)	34 0	0				0			34
Fund Balance - Nonspendable	35 0	0				0		3,124,370	35
Fund Balance - Restricted	36 1,649,085	5,534,519	455,000	330,820	35,704	8,005,128	6,728,758	10,658,795	36
Fund Balance - Committed	37 0	0				0		619,103	37
Fund Balance - Assigned	38 0	0				0	4,821,355		38
Fund Balance - Unassigned	39 5,002,610	-1,157,393	0	0	0	3,845,217	2,013,649	3,972,625	39
Total Ending Fund Balance - June 30,	40 6,651,695	4,377,126	455,000	330,820	35,704	11,850,345	13,563,762	18,374,893	40

Proposed tax rate per \$1,000 valuation for County purposes: 7.46259 urban areas; 10.50627 rural areas; Any special district rates excluded. _____
This line and the next line reserved for notes: _____

TOWNSHIP EMERGENCY SERVICES LEVIES
Fiscal Year July 1, 2016 - June 30, 2017

TOWNSHIP NAME	RECORD KEY	(P) UTILITY Replacement AND PROPERTY TAX DOLLARS	(Q) VALUATION WITH GAS & ELEC UTILITIES	(R) LEVY RATE	(S) VALUATION WITHOUT GAS & ELEC UTILITIES	(T) PROPERTY TAXES LEVIED
		1		0		0
		2		0		0
		3		0		0
		4		0		0
		5		0		0
		6		0		0
		7		0		0
		8		0		0
		9		0		0
		10		0		0
		11		0		0
		12		0		0
		13		0		0
		14		0		0
		15		0		0
		16		0		0
		17		0		0
		18		0		0
		19		0		0
		20		0		0
		21		0		0
		22		0		0
		23		0		0
		24		0		0
		25		0		0
		26		0		0
		27		0		0
		28		0		0
		29		0		0
		30	0	0	0	0

SERVICE AREA 1
PUBLIC SAFETY AND LEGAL SERVICES

County Name: Woodbury

County No: 97
02-25-2016

	GENERAL FUND			SPECIAL REVENUE FUNDS					All Permanent (K)	TOTALS				
	General Basic (A)	General Supplemental (B)	General Other (C)	County MHDS Fund (D)	Rural Services Basic (E)	Rural Services Supplemental (F)	Secondary Roads (G)	Other (H)		Budget	Re-estimated	Actual		
										2016/2017 (L)	2015/2016 (M)	2014/2015 (N)		
LAW ENFORCEMENT PROGRAM														
1000 - Uniformed Patrol Services	1	1,055,317			1,027,636			11,329			2,094,282	1,890,251	1,851,683	1
1010 - Investigations	2	672,327									672,327	603,726	529,241	2
1020 - Unified Law Enforcement	3										0			3
1030 - Contract Law Enforcement	4										0			4
1040 - Law Enforcement Communications	5	607,138									607,138	566,478		5
1050 - Adult Correctional Services	6	6,182,407						5,000			6,187,407	5,702,548	5,795,291	6
1060 - Administration	7	1,987,001									1,987,001	1,547,461	1,848,870	7
Subtotal	8	10,504,190	0	0	1,027,636	0	0	16,329	0		11,548,155	10,310,464	10,025,085	8
LEGAL SERVICES PROGRAM														
1100 - Criminal Prosecution	9	2,827,540									2,902,540	2,711,363	2,531,871	9
1110 - Medical Examinations	10	170,000									170,000	130,000	116,775	10
1120 - Child Support Recovery	11										0			11
Subtotal	12	2,997,540	0	0	0	0	0	75,000	0		3,072,540	2,841,363	2,648,646	12
EMERGENCY SERVICES														
1200 - Ambulance Services	13		15,000								15,000		20,189	13
1210 - Emergency Management	14		105,597								105,597			14
1220 - Fire Protection and Rescue Services	15		635,562								839,286	814,917	537,686	15
1230 - E911 Service Board	16		66,727								66,727			16
Subtotal	17	0	822,886	0	0	0	0	203,724	0		1,026,610	814,917	557,875	17
ASSISTANCE TO DISTRICT COURT SYSTEM PROGRAM														
1400 - Physical Operations	18		21,000								21,000	21,000	272,563	18
1410 - Research & Other Assistance	19										0			19
1420 - Bailiff Services	20		1,052,014								1,052,014	786,216	714,389	20
Subtotal	21	0	1,073,014	0	0	0	0	0	0		1,073,014	807,216	986,952	21
COURT PROCEEDINGS PROGRAM														
1500 - Juries & Witnesses	22		31,000								31,000	30,000	26,450	22
1510 - (Reserved)	23													23
1520 - Detention Services	24										0			24
1530 - Court Costs	25										0			25
1540 - Service of Civil Papers	26										0	531,629	233,126	26
Subtotal	27	0	31,000	0	0	0	0	0	0		31,000	561,629	259,576	27
JUVENILE JUSTICE ADMINISTRATION PROGRAM														
1600 - Juvenile Victim Restitution	28										0			28
1610 - Juvenile Representation Services	29										0			29
1620 - Court-Appointed Attorneys & Court Costs for Juveniles	30		226,034								226,034	225,000		30
Subtotal	31	0	226,034	0	0	0	0	0	0		226,034	225,000	0	31
TOTAL - PUBLIC SAFETY & LEGAL SERVICES	32	13,501,730	2,152,934	0	1,027,636	0	0	295,053	0		16,977,353	15,560,589	14,478,134	32

**SERVICE AREA 3
PHYSICAL HEALTH & SOCIAL SERVICES**

	GENERAL FUND			SPECIAL REVENUE FUNDS					All Permanent (K)	TOTALS				
	General Basic (A)	General Supplemental (B)	General Other (C)	County MHDS Fund (D)	Rural Services Basic (E)	Rural Services Supplemental (F)	Secondary Roads (G)	Other (H)		Budget	Re-estimated	Actual		
										2016/2017 (L)	2015/2016 (M)	2014/2015 (N)		
PHYSICAL HEALTH SERVICES PROGRAM														
3000 - Personal & Family Health Services	1										0			1
3010 - Communicable Disease Prevention & Control Services	2										0			2
3020 - Sanitation	3										0			3
3040 - Health Administration	4	2,064,299									2,064,299	2,225,226	2,166,619	4
3050 - Support of Hospitals	5										0			5
Subtotal	6	2,064,299	0	0	0	0	0	0	0	0	2,064,299	2,225,226	2,166,619	6
SERVICES TO POOR PROGRAM														
3100 - Administration	7	148,725									148,725	148,725	146,948	7
3110 - General Welfare Services	8	109,700									109,700	109,700	110,921	8
3120 - Care in County Care Facility	9										0			9
Subtotal	10	258,425	0	0	0	0	0	0	0	0	258,425	258,425	257,869	10
SERVICES TO MILITARY VETERANS PROGRAM														
3200 - Administration	11	293,421									293,421	215,230	201,462	11
3210 - General Services to Veterans	12	34,000									34,000	42,000	21,962	12
Subtotal	13	327,421	0	0	0	0	0	0	0	0	327,421	257,230	223,424	13
CHILDREN'S & FAMILY SERVICES PROGRAM														
3300 - Youth Guidance	14		2,221,100								2,221,100	2,324,431	1,902,968	14
3310 - Family Protective Services	15		83,315								83,315		556,687	15
3320 - Services for Disabled Children	16										0			16
Subtotal	17	0	2,304,415	0	0	0	0	0	0	0	2,304,415	2,324,431	2,459,655	17
SERVICES TO OTHER ADULTS PROGRAM														
3400 - Services to the Elderly	18										0		69,454	18
3410 - Other Social Services	19										0		11,586	19
3420 - Soc Serv Bus Operations	20										0			20
Subtotal	21	0	0	0	0	0	0	0	0	0	0	0	81,040	21
CHEMICAL DEPENDENCY PROGRAM														
3500 - Treatment Services	22										0		124,917	22
3510 - Preventive Services	23										0			23
Subtotal	24	0	0	0	0	0	0	0	0	0	0	0	124,917	24
TOTAL-PHYSICAL HEALTH & SOCIAL SERVICES	25	2,650,145	2,304,415	0	0	0	0	0	0	0	4,954,560	5,065,312	5,313,524	25

SERVICE AREA 4
MENTAL HEALTH, INTELLECTUAL DISABILITY & DEVELOPMENTAL DISABILITIES

County Name: Woodbury County No: 97
02-25-2016

SERVICES TO PERSONS WITH:

	GENERAL FUND			SPECIAL REVENUE FUNDS					All Permanent (K)	TOTALS		
	General Basic (A)	General Supplemental (B)	General Other (C)	County MHDS Fund (D)	Rural Services Basic (E)	Rural Services Supplemental (F)	Secondary Roads (G)	Other (H)		Budget 2016/2017 (L)	Re-estimated 2015/2016 (M)	Actual 2014/2015 (N)
40XX - MENTAL HEALTH PROBLEMS/ MENTAL ILLNESS												
400X - Information & Education Services	1									0		352,000
402X - Coordination Services	2			210,606						210,606		170,562
403X - Personal & Environmental Sprt	3									0		20,031
404X - Treatment Services	4									0		899,835
405X - Vocational & Day Services	5									0		6,335
406X - Lic/Certified Living Arrangements	6									0		666,579
407X - Inst/Hospital & Commit Services	7			26,072						26,072		204,089
Subtotal	8	0	0	0	236,678	0	0	0	0	236,678	0	2,319,431
41XX - CHRONIC MENTAL ILLNESS												
410X - Information & Education Services	9									0		832
412X - Coordination Services	10									0		
413X - Personal & Environmental Sprt	11									0		
414X - Treatment Services	12									0		4,286
415X - Vocational & Day Services	13									0		
416X - Lic/Certified Living Arrangements	14									0		
417X - Inst/Hospital & Commit Services	15									0		
Subtotal	16	0	0	0	0	0	0	0	0	0	0	5,118
42XX - INTELLECTUAL DISABILITY												
420X - Information & Education Services	17									0		312
422X - Coordination Services	18			54,908						54,908		37,166
423X - Personal & Environmental Sprt	19									0		17,500
424X - Treatment Services	20									0		21,000
425X - Vocational & Day Services	21									0		
426X - Lic/Certified Living Arrangements	22									0		
427X - Inst/Hospital & Commit Services	23									0		
Subtotal	24	0	0	0	54,908	0	0	0	0	54,908	0	75,978
43XX - OTHER DEVELOPMENTAL DISABILITIES												
430X - Information & Education Services	25									0		
432X - Coordination Services	26									0		
433X - Personal & Environmental Sprt	27									0		
434X - Treatment Services	28									0		149,566
435X - Vocational & Day Services	29									0		
436X - Lic/Certified Living Arrangements	30									0		
437X - Inst/Hospital & Commit Services	31									0		
Subtotal	32	0	0	0	0	0	0	0	0	0	0	149,566
44XX - GENERAL ADMINISTRATION												
4411 - Direct Administration	33			13,599						13,599		154,037
4412 - Purchased Administration	34									0		25,348
4413 - Distrib to Regional Fiscal Agent	35			2,549,025						2,549,025	5,403,283	1,015,568
Subtotal	36	0	0	0	2,562,624	0	0	0	0	2,562,624	5,403,283	1,194,953
45XX - COUNTY PRVD CASE MGMT												
Subtotal	37									0	1,216,696	966,465
46XX - COUNTY PRVD SERVICES												
Subtotal	38									0		
47XX - BRAIN INJURY												
470X - Information & Education Services	39									0		
472X - Coordination Services	40									0		
473X - Personal & Environmental Sprt	41									0		
474X - Treatment Services	42									0		58,680
475X - Vocational & Day Services	43									0		
476X - Lic/Certified Living Arrangements	44									0		
477X - Inst/Hospital & Commit Services	45									0		
Subtotal	46	0	0	0	0	0	0	0	0	0	0	58,680
TOTAL - MENTAL HEALTH, ID & DD	47	0	0	0	2,854,210	0	0	0	0	2,854,210	6,619,979	4,770,191

SERVICE AREA 6
COUNTY ENVIRONMENT AND EDUCATION

County Name: Woodbury County No: 97
02-25-2016

	GENERAL FUND			SPECIAL REVENUE FUNDS					All Permanent (K)	TOTALS				
	General Basic (A)	General Supplemental (B)	General Other (C)	County MHDS Fund (D)	Rural Services Basic (E)	Rural Services Supplemental (F)	Secondary Roads (G)	Other (H)		Budget	Re-estimated	Actual		
										2016/2017 (L)	2015/2016 (M)	2014/2015 (N)		
ENVIRONMENTAL QUALITY PROGRAM														
6000 - Natural Resources Conservation	1				71,745					71,745	31,000	31,000	1	
6010 - Weed Eradication	2				82,528					82,528	97,622	75,442	2	
6020 - Solid Waste Disposal	3				202,431					202,431	190,872	191,833	3	
6030 - Environmental Restoration	4									0			4	
Subtotal	5	0	0	0	356,704	0	0	0	0	356,704	319,494	298,275	5	
CONSERVATION & RECREATION SERVICES PROGRAM														
6100 - Administration	6	451,080						40,000		491,080	553,975	517,382	6	
6110 - Maintenance & Operations	7	973,907								973,907	910,944	870,693	7	
6120 - Recreation & Environmental Educ.	8	354,319								354,319	345,431	341,788	8	
Subtotal	9	1,779,306	0	0	0	0	0	40,000	0	1,819,306	1,810,350	1,729,863	9	
ANIMAL CONTROL PROGRAM														
6200 - Animal Shelter	10				7,067					7,067	7,067		10	
6210 - Animal Bounties & State Apiarist Expenses	11									0		5,577	11	
Subtotal	12	0	0	0	7,067	0	0	0	0	7,067	7,067	5,577	12	
COUNTY DEVELOPMENT PROGRAM														
6300 - Land Use & Building Controls	13				177,037					177,037	171,174	165,743	13	
6310 - Housing Rehabilitation & Develop.	14									0			14	
6320 - Economic Development	15									0			15	
Subtotal	16	0	0	0	177,037	0	0	0	0	177,037	171,174	165,743	16	
EDUCATIONAL SERVICES PROGRAM														
6400 - Libraries	17							222,833		222,833	242,115	234,285	17	
6410 - Historic Preservation	18									0			18	
6420 - Fair & 4-H Clubs	19									0			19	
6430 - Fairgrounds	20									0		23,628	20	
6440 - Memorial Halls	21									0			21	
6450 - Other Educational Services	22									0			22	
Subtotal	23	0	0	0	0	0	0	222,833	0	222,833	242,115	257,913	23	
PRESIDENT OR GOVERNOR DECLARED DISASTERS PROGRAM														
6500 - Property	24									0			24	
6510 - Buildings	25									0			25	
6520 - Equipment	26									0			26	
6530 - Public Facilities	27									0			27	
Subtotal	28	0	0	0	0	0	0	0	0	0	0	0	28	
TOTAL - COUNTY ENVIRONMT. & ED.	29	1,779,306	0	0	0	540,808	0	0	262,833	0	2,582,947	2,550,200	2,457,371	29

SERVICE AREA 7
ROADS & TRANSPORTATION

	GENERAL FUND			SPECIAL REVENUE FUNDS					All Permanent (K)	TOTALS			
	General Basic (A)	General Supplemental (B)	General Other (C)	County MHDS Fund (D)	Rural Services Basic (E)	Rural Services Supplemental (F)	Secondary Roads (G)	Other (H)		Budget	Re-estimated	Actual	
										2016/2017 (L)	2015/2016 (M)	2014/2015 (N)	
SECONDARY ROADS ADMINISTRATION & ENGINEERING PROGRAM													
7000 - Administration	1					32,600				32,600	288,425	18,407	1
7010 - Engineering	2					1,075,670				1,075,670	847,270	942,639	2
Subtotal	3	0	0	0	0	1,108,270	0	0	0	1,108,270	1,135,695	961,046	3
ROADWAY MAINTENANCE PROGRAM													
7100 - Bridges & Culverts	4					140,000				140,000	243,705	91,879	4
7110 - Roads	5					4,536,516				4,536,516	2,979,900	2,728,077	5
7120 - Snow & Ice Control	6					42,000				42,000	486,310	643	6
7130 - Traffic Controls	7					230,000				230,000	316,900	181,193	7
7140 - Road Clearing	8					1,000				1,000	244,000	800	8
Subtotal	9	0	0	0	0	4,949,516	0	0	0	4,949,516	4,270,815	3,002,592	9
GENERAL ROADWAY EXPENDITURES PROGRAM													
7200 - New Equipment	10					786,000				786,000	705,000	759,613	10
7210 - Equipment Operations	11					1,290,000				1,290,000	1,850,190	1,211,734	11
7220 - Tools, Materials & Supplies	12					212,000				212,000	203,500	186,785	12
7230 - Real Estate & Buildings	13					120,000				120,000	90,000	49,524	13
Subtotal	14	0	0	0	0	2,408,000	0	0	0	2,408,000	2,848,690	2,207,656	14
MASS TRANSIT PROGRAM													
7300 - Air Transportation	15									0			15
7310 - Ground Transportation	16									0			16
Subtotal	17	0	0	0	0	0	0	0	0	0	0	0	17
TOTAL - ROADS & TRANSPORTATION	18	0	0	0	0	0	8,465,786	0	0	8,465,786	8,255,200	6,171,294	18

**SERVICE AREA 8
GOVERNMENT SERVICES TO RESIDENTS**

County Name: Woodbury County No: 97
02-25-2016

	GENERAL FUND			SPECIAL REVENUE FUNDS					All Permanent (K)	TOTALS			
	General Basic (A)	General Supplemental (B)	General Other (C)	County MHDS Fund (D)	Rural Services Basic (E)	Rural Services Supplemental (F)	Secondary Roads (G)	Other (H)		Budget	Re-estimated	Actual	
										2016/2017 (L)	2015/2016 (M)	2014/2015 (N)	
REPRESENTATION SERVICES PROGRAM													
8000 - Elections Administration	1	634,105								634,105	366,305	356,757	1
8010 - Local Elections	2									0	198,945	186,158	2
8020 - Township Officials	3				7,000					7,000	7,000	5,140	3
Subtotal	4	0	634,105	0	7,000	0	0	0	0	641,105	572,250	548,055	4
STATE ADMINISTRATIVE SERVICES													
8100 - Motor Vehicle Registrations & Licensing	5	1,110,267								1,110,267	1,060,731	1,026,514	5
8101 - Drivers License Services	6									0			6
8110 - Recording of Public Documents	7	675,678						193,600		869,278	852,236	632,351	7
Subtotal	8	1,785,945	0	0	0	0	0	193,600	0	1,979,545	1,912,967	1,658,865	8
TOTAL - GOVT. SVCS. TO RESIDENTS	9	1,785,945	634,105	0	7,000	0	0	193,600	0	2,620,650	2,485,217	2,206,920	9

**SERVICE AREA 9
ADMINISTRATION**

	GENERAL FUND			SPECIAL REVENUE FUNDS					All Permanent (K)	TOTALS				
	General Basic (A)	General Supplemental (B)	General Other (C)	County MHDS Fund (D)	Rural Services Basic (E)	Rural Services Supplemental (F)	Secondary Roads (G)	Other (H)		Budget	Re-estimated	Actual		
										2016/2017 (L)	2015/2016 (M)	2014/2015 (N)		
POLICY & ADMINISTRATION PROGRAM														
9000 - General County Management	1	1,173,575									1,173,575	642,221	636,486	1
9010 - Administrative Management Services	2	303,049									303,049	290,121	280,185	2
9020 - Treasury Management Services	3	626,646									626,646	594,120	565,587	3
9030 - Other Policy & Administration	4	74,500	25,046				25,046				124,592	601,448	288,686	4
Subtotal	5	2,177,770	25,046	0	0	0	25,046	0	0		2,227,862	2,127,910	1,770,944	5
CENTRAL SERVICES PROGRAM														
9100 - General Services	6	2,113,256									2,113,256	1,995,058	1,869,693	6
9110 - Information Technology Services	7	986,510									986,510	899,627	1,529,110	7
9120 - GIS Systems	8										0			8
Subtotal	9	3,099,766	0	0	0	0	0	0	0		3,099,766	2,894,685	3,398,803	9
RISK MANAGEMENT SERVICES PROGRAM														
9200 - Tort Liability	10		1,100,000								1,100,000	1,200,000	1,500,000	10
9210 - Safety of Workplace	11										0			11
9220 - Fidelity of Public Officers	12										0			12
9230 - Unemployment Compensation	13										0			13
Subtotal	14	0	1,100,000	0	0	0	0	0	0		1,100,000	1,200,000	1,500,000	14
TOTAL - ADMINISTRATION	15	5,277,536	1,125,046	0	0	0	25,046	0	0		6,427,628	6,222,595	6,669,747	15

**SERVICE AREA 0
NONPROGRAM EXPENDITURES, DISBURSEMENTS AND OTHER FINANCING USES**

	GENERAL FUND			SPECIAL REVENUE FUNDS					All Capital Projects (I)	All Debt Service (J)	All Permanent (K)	TOTALS				
	General Basic (A)	General Supplemental (B)	General Other (C)	County MHDS Fund (D)	Rural Services Basic (E)	Rural Services Supplemental (F)	Secondary Roads (G)	Other (H)				Budget 2016/2017 (L)	Re-estimated 2015/2016 (M)	Actual 2014/2015 (N)		
NONPROGRAM CURRENT EXPENDITURES																
0010 - County Farm Operations	1											0				1
0020 - Interest on Short-Term Debt	2											0				2
0030 - Other Nonprogram Current	3	20,000										20,000	20,000	27,998		3
0040 - Other County Enterprises	4											0				4
TOTAL - NONPROGRAM CURRENT	5	20,000	0	0	0	0	0	0	0	0	0	20,000	20,000	27,998		5
LONG-TERM DEBT SERVICE																
0100 - Principal	6											1,273,159	1,273,159	984,400	1,045,600	6
0110 - Interest	7											67,391	67,391	85,376	50,811	7
TOTAL - LONG-TERM DEBT SERVICE	8	0	0	0	0	0	0	0	0	0	0	1,340,550	0	1,340,550	1,069,776	1,096,411
CAPITAL PROJECTS																
0200 - Roadway Construction	9						2,600,000					2,600,000	3,200,000	3,840,116		9
0210 - Conservation Land Acquisition/Dev	10											0				10
0220 - Other Capital Projects	11							749,739	5,719,302			6,469,041	2,369,177	3,414,210		11
TOTAL - CAPITAL PROJECTS	12	0	0	0	0	0	2,600,000	749,739	5,719,302		0	9,069,041	5,569,177	7,254,326		12
EXPENDITURES SUMMARY																
- Total Public Safety and Legal Services	13	13,501,730	2,152,934	0	0	1,027,636	0	0	295,053		0	16,977,353	15,560,589	14,478,134		13
- Total Physical Health and Social Services	14	2,650,145	2,304,415	0	0	0	0	0	0		0	4,954,560	5,065,312	5,313,524		14
- Total Mental Health, ID & DD	15	0	0	0	2,854,210	0	0	0	0		0	2,854,210	6,619,979	4,770,191		15
- Total County Environment and Education	16	1,779,306	0	0	0	540,808	0	0	262,833		0	2,582,947	2,550,200	2,457,371		16
- Total Roads & Transportation	17	0	0	0	0	0	0	8,465,786	0		0	8,465,786	8,255,200	6,171,294		17
- Total Governmental Services to Residents	18	1,785,945	634,105	0	0	7,000	0	0	193,600		0	2,620,650	2,485,217	2,206,920		18
- Total Administration	19	5,277,536	1,125,046	0	0	0	0	25,046	0		0	6,427,628	6,222,595	6,669,747		19
- Total Nonprogram Current Expenditures	20	20,000	0	0	0	0	0	0	0		0	20,000	20,000	27,998		20
- Total Long-Term Debt Service	21	0	0	0	0	0	0	0	0		1,340,550	1,340,550	1,069,776	1,096,411		21
- Total Capital Projects	22	0	0	0	0	0	2,600,000	749,739	5,719,302		0	9,069,041	5,569,177	7,254,326		22
TOTAL - ALL EXPENDITURES (lines 13-24)	23	25,014,662	6,216,500	0	2,854,210	1,575,444	0	11,090,832	1,501,225	5,719,302	1,340,550	55,312,725	53,418,045	50,445,916		23
OTHER BUDGETARY FINANCING USES																
OPERATING TRANSFERS OUT																
- To General Supplemental	24											0				24
- To Rural Services Supplemental	25											0				25
- To Secondary Roads	26					1,915,357						1,915,357	1,915,357	2,328,000		26
- To Other Budgetary Funds	27		5,964,417			152,670		412,643	954,683			7,484,413	6,837,690	7,210,153		27
TOTAL OPERATING TRANSFERS OUT	28	0	5,964,417	0	0	2,068,027	0	412,643	954,683	0	0	9,399,770	8,753,047	9,538,153		28
REFUNDED DEBT/PAYMENTS TO ESCROW	29											0				29
Increase (Decrease) In Reserves (GAAP Budgets)	30											0				30
Fund Balance - Nonspendable	31											0		3,124,370		31
Fund Balance - Restricted	32		981,842	667,243	2,510,030	402,653		2,621,836		455,000	330,820	35,704	8,005,128	6,728,758	10,658,795	32
Fund Balance - Committed	33											0		619,103		33
Fund Balance - Assigned	34											0	4,821,355			34
Fund Balance - Unassigned	35	5,002,610	0	0	-1,732,423	0	0	0	575,030	0	0	3,845,217	2,013,649	3,972,625		35
TOTAL ENDING FUND BALANCE - JUNE 30,	36	5,002,610	981,842	667,243	777,607	402,653	0	2,621,836	575,030	455,000	330,820	35,704	11,850,345	13,563,762	18,374,893	36
TOTAL REQUIREMENTS (23+28+29-30+36)	37	30,017,272	13,162,759	667,243	3,631,817	4,046,124	0	14,125,311	3,030,938	6,174,302	1,671,370	35,704	76,562,840	75,734,854	78,358,962	37

LONG TERM DEBT SCHEDULE
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS
This area, lines 1 through 20, is for Countywide Debt Service

FY 2016/2017

Project Name (A)	Amount of Issue (B)	Date Certified To County Auditor (format: XX/XX/XX) (C)	Principal Due	Interest Due	Bond Registration Due	Total Obligation Due	Amount Paid by Other Funds & Debt Service Fund Balance -(H)	Current Year Utility Replacement & Debt Service Taxes =(I)
			2016/2017 (D)	2016/2017 +(E)	2016/2017 +(F)	2016/2017 =(G)		
1 Capitol Loan Note - 2010	900,000	2/19/08	99,000	8,968		107,968	107,968	0
2 Capital Loan Note - 2013	1,400,000	3/1/13	273,600	3,529		277,129	82,000	195,129
3 Capital Loan Note - 2014	845,000	8/1/13	169,000	6,760		175,760		175,760
4 Capital Loan Note - 2015	900,000	11/1/14	180,000	12,528		192,528		192,528
5 Capital Loan Note - 2015	839,000	3/1/15	173,000	7,214		180,214		180,214
6 Capital Loan Note - 2016	1,892,794	4/1/16	378,559	28,392		406,951		406,951
7						0		0
8						0		0
9						0		0
10						0		0
11						0		0
12						0		0
13						0		0
14						0		0
15						0		0
16						0		0
17						0		0
18						0		0
19						0		0
20						0		0
TOTALS FOR COUNTYWIDE DEBT SERVICE:			1,273,159	67,391	0	1,340,550	189,968	1,150,582
This area, lines 21 through 25, is for Partial County Debt Service Only -- Such as for Special Assessment District Debt Service								
21						0		0
22						0		0
23						0		0
24						0		0
25						0		0
TOTALS FOR PARTIAL COUNTY DEBT SERVICE:			0	0	0	0	0	0

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R/

#7b

Date: March 10, 2016

Weekly Agenda Date: March 15, 2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dennis Butler, Finance/Operations Controller

SUBJECT: Action on Compensation Board recommendation

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Discussion and Action on Compensation Board recommendation on Elected Officials FY 2017 salaries.

EXECUTIVE SUMMARY: This item is where the Board of Supervisors will either accept the recommendation or reduce by equal percentage across the board.

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION: The motion will depend on what the Board of Supervisors adopt by resolution the new Elected Officials salaries for FY 2017

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.

RESOLUTION _____

WHEREAS, the Woodbury County Compensation Board meets annually to recommend a compensation schedule for elected officials for the fiscal year immediately following, in accordance with Iowa Code Chapters 331.905 and 331.907, and

WHEREAS, the Woodbury County Compensation Board met on February 15, 2016, and made the following salary recommendations for the following elected officials for the fiscal year beginning July 1, 2016:

<u>Elected Official</u>	<u>Current Salary</u>	<u>Proposed Increase</u>	<u>Recommended Salary</u>
Auditor	\$82,161	5%	\$86,267
County Attorney	\$117,286	5%	\$123,150
Sheriff	\$97,119	5%	\$101,975
Supervisors	\$32,185	5%	\$33,794
Chairperson	\$38,319	5%	\$40,235
Treasurer	\$79,723	5%	\$83,709

OPTION 1:

THEREFORE, BE IT RESOLVED that the _____ County Board of Supervisors adopts the salary recommendations for elected officials for the fiscal year beginning July 1, 20__ as recommended by the _____ County Compensation Board.

OPTION 2: (if different than compensation board recommendation)

THEREFORE, BE IT RESOLVED that the _____ County Board of Supervisors approves the following salary adjustments for the following elected officials for the fiscal year beginning July 1, 20__:

<u>Elected Official</u>	<u>Approved Salary</u>	<u>Approved Increase</u>
Auditor	\$	%
County Attorney	\$	%
Recorder	\$	%
Sheriff	\$	%
Supervisors	\$	%
Treasurer	\$	%

Approved this _____ day of _____, 20__.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

Jeremy J. Taylor, Chairperson

Patrick F. Gill, Auditor

AYE:

Jeremy J. Taylor, Chairperson

Jackie D. Smith, Supervisor

Matthew A. Ung, Supervisor

Larry D. Clausen, Supervisor

Mark A. Monson, Supervisor

NAY:

Jeremy J. Taylor, Chairperson

Jackie D. Smith, Supervisor

Matthew A. Ung, Supervisor

Larry D. Clausen, Supervisor

Mark A. Monson, Supervisor

Elected Officials and Their Percentage Deputies
FY 2017
Increases Budgeted - 5 % for Elected Officials

<u>Department</u>	<u>Dept/Div</u>	<u>Title</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>Increase</u>
County Attorney:					
001-1101		County Attorney			
		Salary	117,286	123,150	5,864
		Fica	8,972	9,421	449
		lpers	10,474	10,997	523
		Deputy County Attorney			
		Salary	99,693	104,678	4,985
		Fica	7,627	8,008	381
		lpers	8,903	9,348	445
		Totals			
		Salary			10,849
		Fica			830
		lpers			968
County Auditor/Recorder:					
001-9011		County Auditor/Recorder			
		Salary	82,159	86,267	4,108
		Fica	6,285	6,599	314
		lpers	7,337	7,704	367
		Deputy Auditor			
		Salary	69,835	73,327	3,492
		Fica	5,342	5,610	267
		lpers	6,236	6,548	312
001-8111		Deputy Recorder			
		Salary	69,835	73,327	3,492
		Fica	5,342	5,610	267
		lpers	6,236	6,548	312
002-8001		Deputy Elections			
		Salary	65,727	69,013	3,286
		Fica	5,028	5,279	251
		lpers	5,869	6,163	293
		Totals			
		Salary			14,378
		Fica			1,100
		lpers			1,284

County Sheriff:

001-1061	County Sheriff				
		Salary	97,119	101,975	4,856
		Fica	7,430	7,801	371
		lpers	9,353	9,820	468
	Deputy				
		Salary	82,551	86,679	4,128
		Fica	6,315	6,631	316
		lpers	7,950	8,347	398
	Deputy				
		Salary	75,753	79,541	3,788
		Fica	5,795	6,085	290
		lpers	7,295	7,660	365
001-1051	Deputy				
		Salary	75,753	79,541	3,788
		Fica	5,795	6,085	290
		lpers	7,295	7,660	365
111-1002	Deputy				
		Salary	82,551	86,679	4,128
		Fica	6,315	6,631	316
		lpers	7,950	8,347	398
	Totals	Salary			20,688
		Fica			1,583
		lpers			1,992

County Treasurer:

001-9021	County Treasurer				
		Salary	79,723	83,709	3,986
		Fica	6,099	6,404	305
		lpers	7,119	7,475	356
	Deputy				
		Salary	63,778	66,967	3,189
		Fica	4,879	5,123	244
		lpers	5,695	5,980	285
	Deputy				
		Salary	63,778	66,967	3,189
		Fica	4,879	5,123	244
		lpers	5,695	5,980	285
	Deputy				
		Salary	63,778	66,967	3,189
		Fica	4,879	5,123	244
		lpers	5,695	5,980	285
001-8101	Deputy				
		Salary	67,765	71,153	3,388
		Fica	5,184	5,443	259

	lpers	6,051	6,354	303	
Deputy	Salary	63,778	66,967	3,189	
	Fica	4,879	5,123	244	
	lpers	5,695	5,980	<u>285</u>	
Totals	Salary				20,130
	Fica				1,540
	lpers				1,798

County Supervisors:

001-9001 **Chairperson**

	Salary	38,319	40,235	1,916	
	Fica	2,931	3,078	147	
	lpers	3,422	3,593	171	
	Supervisor				
	Salary	32,185	33,794	1,609	
	Fica	2,462	2,585	123	
	lpers	2,874	3,018	144	
Supervisor	Salary	32,185	33,794	1,609	
	Fica	2,462	2,585	123	
	lpers	2,874	3,018	144	
Supervisor	Salary	32,185	33,794	1,609	
	Fica	2,462	2,585	123	
	lpers	2,874	3,018	144	
Supervisor	Salary	32,185	33,794	1,609	
	Fica	2,462	2,585	123	
	lpers	2,874	3,018	<u>144</u>	
Totals	Salary				8,352
	Fica				639
	lpers				746

Fund Totals:

General Basic			
	Totals	Salary	66,983
		Fica	5,124
		Ipers	<u>6,097</u>
Total			78,204
General Supplemental			
	Totals	Salary	3,286
		Fica	251
		Ipers	<u>293</u>
Total			3,831
Rural Basic			
	Totals	Salary	4,128
		Fica	316
		Ipers	<u>398</u>
Total			4,841
Grand Total			<u><u>86,876</u></u>

Employers Rates:

FICA	7.65%
IPERS	8.93%

Elected Officials and Their Percentage Deputies
FY 2017
Increases Budgeted - 2.5 % for Elected Officials

<u>Department</u>	<u>Dept/Div</u>	<u>Title</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>Increase</u>
County Attorney:					
	001-1101	County Attorney			
		Salary	117,286	120,218	2,932
		Fica	8,972	9,197	224
		lpers	10,474	10,735	262
		Deputy County Attorney			
		Salary	99,693	102,185	2,492
		Fica	7,627	7,817	191
		lpers	8,903	9,125	<u>223</u>
		Totals			
		Salary			5,424
		Fica			415
		lpers			484
County Auditor/Recorder:					
	001-9011	County Auditor/Recorder			
		Salary	82,159	84,213	2,054
		Fica	6,285	6,442	157
		lpers	7,337	7,520	183
		Deputy Auditor			
		Salary	69,835	71,581	1,746
		Fica	5,342	5,476	134
		lpers	6,236	6,392	156
	001-8111	Deputy Recorder			
		Salary	69,835	71,581	1,746
		Fica	5,342	5,476	134
		lpers	6,236	6,392	156
	002-8001	Deputy Elections			
		Salary	65,727	67,370	1,643
		Fica	5,028	5,154	126
		lpers	5,869	6,016	<u>147</u>
		Totals			
		Salary			7,189
		Fica			550
		lpers			642

County Sheriff:

001-1061	County Sheriff				
		Salary	97,119	99,547	2,428
		Fica	7,430	7,615	186
		lpers	9,353	9,586	234
	Deputy				
		Salary	82,551	84,615	2,064
		Fica	6,315	6,473	158
		lpers	7,950	8,148	199
	Deputy				
		Salary	75,753	77,647	1,894
		Fica	5,795	5,940	145
		lpers	7,295	7,477	182
001-1051	Deputy				
		Salary	75,753	77,647	1,894
		Fica	5,795	5,940	145
		lpers	7,295	7,477	182
111-1002	Deputy				
		Salary	82,551	84,615	2,064
		Fica	6,315	6,473	158
		lpers	7,950	8,148	199
	Totals	Salary			10,344
		Fica			791
		lpers			996

County Treasurer:

001-9021	County Treasurer				
		Salary	79,723	81,716	1,993
		Fica	6,099	6,251	152
		lpers	7,119	7,297	178
	Deputy				
		Salary	63,778	65,372	1,594
		Fica	4,879	5,001	122
		lpers	5,695	5,838	142
	Deputy				
		Salary	63,778	65,372	1,594
		Fica	4,879	5,001	122
		lpers	5,695	5,838	142
	Deputy				
		Salary	63,778	65,372	1,594
		Fica	4,879	5,001	122
		lpers	5,695	5,838	142
001-8101	Deputy				
		Salary	67,765	69,459	1,694
		Fica	5,184	5,314	130

	lpers	6,051	6,203	151
Deputy	Salary	63,778	65,372	1,594
	Fica	4,879	5,001	122
	lpers	5,695	5,838	<u>142</u>
Totals	Salary			10,063
	Fica			770
	lpers			899

County Supervisors:

001-9001 **Chairperson**

	Salary	38,319	39,277	958
	Fica	2,931	3,005	73
	lpers	3,422	3,507	86
	Supervisor			
	Salary	32,185	32,990	805
	Fica	2,462	2,524	62
	lpers	2,874	2,946	72
Supervisor	Salary	32,185	32,990	805
	Fica	2,462	2,524	62
	lpers	2,874	2,946	72
Supervisor	Salary	32,185	32,990	805
	Fica	2,462	2,524	62
	lpers	2,874	2,946	72
Supervisor	Salary	32,185	32,990	805
	Fica	2,462	2,524	62
	lpers	2,874	2,946	<u>72</u>
Totals	Salary			4,178
	Fica			320
	lpers			373

Fund Totals:

General Basic			
	Totals	Salary	33,491
		Fica	2,562
		Ipers	3,049
Total			<u>39,102</u>
General Supplemental			
	Totals	Salary	1,643
		Fica	126
		Ipers	147
Total			<u>1,915</u>
Rural Basic			
	Totals	Salary	2,064
		Fica	158
		Ipers	199
Total			<u>2,421</u>
Grand Total			<u><u>43,438</u></u>

Employers Rates:

FICA	7.65%
IPERS	8.93%

Property Tax Rate Change Down:

General Basic	.00997/\$1,000 or .997 cents
General Supplemental	.00049/\$1,000 or .049 cents
Rural Basic	.00226/\$1,000 or .226 cents

Elected Officials and Their Percentage Deputies
FY 2017
Increases Budgeted - 3 % for Elected Officials

<u>Department</u>	<u>Dept/Div</u>	<u>Title</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>Increase</u>
County Attorney:					
001-1101		County Attorney			
		Salary	117,286	120,805	3,519
		Fica	8,972	9,242	269
		lpers	10,474	10,788	314
		Deputy County Attorney			
		Salary	99,693	102,683	2,990
		Fica	7,627	7,855	229
		lpers	8,903	9,170	<u>267</u>
	Totals	Salary			6,509
		Fica			498
		lpers			581
County Auditor/Recorder:					
001-9011		County Auditor/Recorder			
		Salary	82,159	84,624	2,465
		Fica	6,285	6,474	189
		lpers	7,337	7,557	220
		Deputy Auditor			
		Salary	69,835	71,930	2,095
		Fica	5,342	5,503	160
		lpers	6,236	6,423	187
001-8111		Deputy Recorder			
		Salary	69,835	71,930	2,095
		Fica	5,342	5,503	160
		lpers	6,236	6,423	187
002-8001		Deputy Elections			
		Salary	65,727	67,699	1,972
		Fica	5,028	5,179	151
		lpers	5,869	6,046	<u>176</u>
	Totals	Salary			8,627
		Fica			660
		lpers			770

County Sheriff:

001-1061	County Sheriff				
	Salary	97,119	100,033	2,914	
	Fica	7,430	7,653	223	
	Ipers	9,353	9,633	281	
	Deputy				
	Salary	82,551	85,028	2,477	
	Fica	6,315	6,505	189	
	Ipers	7,950	8,188	239	
	Deputy				
	Salary	75,753	78,026	2,273	
	Fica	5,795	5,969	174	
	Ipers	7,295	7,514	219	
001-1051	Deputy				
	Salary	75,753	78,026	2,273	
	Fica	5,795	5,969	174	
	Ipers	7,295	7,514	219	
111-1002	Deputy				
	Salary	82,551	85,028	2,477	
	Fica	6,315	6,505	189	
	Ipers	7,950	8,188	239	
	Totals				
	Salary				12,414
	Fica				950
	Ipers				1,195

County Treasurer:

001-9021	County Treasurer				
	Salary	79,723	82,115	2,392	
	Fica	6,099	6,282	183	
	Ipers	7,119	7,333	214	
	Deputy				
	Salary	63,778	65,691	1,913	
	Fica	4,879	5,025	146	
	Ipers	5,695	5,866	171	
	Deputy				
	Salary	63,778	65,691	1,913	
	Fica	4,879	5,025	146	
	Ipers	5,695	5,866	171	
	Deputy				
	Salary	63,778	65,691	1,913	
	Fica	4,879	5,025	146	
	Ipers	5,695	5,866	171	
001-8101	Deputy				
	Salary	67,765	69,798	2,033	
	Fica	5,184	5,340	156	

	lpers	6,051	6,233	182	
Deputy	Salary	63,778	65,691	1,913	
	Fica	4,879	5,025	146	
	lpers	5,695	5,866	<u>171</u>	
Totals	Salary				12,077
	Fica				924
	lpers				1,078

County Supervisors:

001-9001 **Chairperson**

	Salary	38,319	39,469	1,150	
	Fica	2,931	3,019	88	
	lpers	3,422	3,525	103	
Supervisor	Salary	32,185	33,151	966	
	Fica	2,462	2,536	74	
	lpers	2,874	2,960	86	
Supervisor	Salary	32,185	33,151	966	
	Fica	2,462	2,536	74	
	lpers	2,874	2,960	86	
Supervisor	Salary	32,185	33,151	966	
	Fica	2,462	2,536	74	
	lpers	2,874	2,960	86	
Supervisor	Salary	32,185	33,151	966	
	Fica	2,462	2,536	74	
	lpers	2,874	2,960	<u>86</u>	
Totals	Salary				5,014
	Fica				384
	lpers				448

Fund Totals:

General Basic			
	Totals	Salary	40,192
		Fica	3,075
		Ipers	3,659
Total			<u>46,925</u>
General Supplemental			
	Totals	Salary	1,972
		Fica	151
		Ipers	176
Total			<u>2,299</u>
Rural Basic			
	Totals	Salary	2,477
		Fica	189
		Ipers	239
Total			<u>2,905</u>
Grand Total			<u><u>52,129</u></u>

Employers Rates:

FICA	7.65%
IPERS	8.93%

Property Tax Rate Change Down:

General Basic	.00798/\$1,000 or .798 cents
General Supplemental	.00039/\$1,000 or .039 cents
Rural Basic	.00181/\$1,000 or .181 cents

Elected Officials and Their Percentage Deputies
FY 2017
Increases Budgeted - 3.25 % for Elected Officials

<u>Department</u> <u>Dept/Div</u> <u>Title</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>Increase</u>
County Attorney:			
001-1101 County Attorney			
Salary	117,286	121,098	3,812
Fica	8,972	9,264	292
Ipers	10,474	10,814	340
Deputy County Attorney			
Salary	99,693	102,933	3,240
Fica	7,627	7,874	248
Ipers	8,903	9,192	<u>289</u>
Totals			7,052
Salary			539
Fica			630
Ipers			
County Auditor/Recorder:			
001-9011 County Auditor/Recorder			
Salary	82,159	84,829	2,670
Fica	6,285	6,489	204
Ipers	7,337	7,575	238
Deputy Auditor			
Salary	69,835	72,105	2,270
Fica	5,342	5,516	174
Ipers	6,236	6,439	203
001-8111 Deputy Recorder			
Salary	69,835	72,105	2,270
Fica	5,342	5,516	174
Ipers	6,236	6,439	203
002-8001 Deputy Elections			
Salary	65,727	67,863	2,136
Fica	5,028	5,192	163
Ipers	5,869	6,060	<u>191</u>
Totals			9,346
Salary			715
Fica			835
Ipers			

County Sheriff:

001-1061	County Sheriff			
	Salary	97,119	100,275	3,156
	Fica	7,430	7,671	241
	lpers	9,353	9,656	304
	Deputy			
	Salary	82,551	85,234	2,683
	Fica	6,315	6,520	205
	lpers	7,950	8,208	258
	Deputy			
	Salary	75,753	78,215	2,462
	Fica	5,795	5,983	188
	lpers	7,295	7,532	237
001-1051	Deputy			
	Salary	75,753	78,215	2,462
	Fica	5,795	5,983	188
	lpers	7,295	7,532	237
111-1002	Deputy			
	Salary	82,551	85,234	2,683
	Fica	6,315	6,520	205
	lpers	7,950	8,208	258
	Totals			
	Salary			13,446
	Fica			1,029
	lpers			1,295

County Treasurer:

001-9021	County Treasurer			
	Salary	79,723	82,314	2,591
	Fica	6,099	6,297	198
	lpers	7,119	7,351	231
	Deputy			
	Salary	63,778	65,851	2,073
	Fica	4,879	5,038	159
	lpers	5,695	5,880	185
	Deputy			
	Salary	63,778	65,851	2,073
	Fica	4,879	5,038	159
	lpers	5,695	5,880	185
	Deputy			
	Salary	63,778	65,851	2,073
	Fica	4,879	5,038	159
	lpers	5,695	5,880	185
001-8101	Deputy			
	Salary	67,765	69,967	2,202
	Fica	5,184	5,352	168

	lpers	6,051	6,248	197	
Deputy	Salary	63,778	65,851	2,073	
	Fica	4,879	5,038	159	
	lpers	5,695	5,880	<u>185</u>	
Totals	Salary				13,085
	Fica				1,001
	lpers				1,168

County Supervisors:

001-9001 **Chairperson**

	Salary	38,319	39,564	1,245	
	Fica	2,931	3,027	95	
	lpers	3,422	3,533	111	
	Supervisor				
	Salary	32,185	33,231	1,046	
	Fica	2,462	2,542	80	
	lpers	2,874	2,968	93	
Supervisor					
	Salary	32,185	33,231	1,046	
	Fica	2,462	2,542	80	
	lpers	2,874	2,968	93	
Supervisor					
	Salary	32,185	33,231	1,046	
	Fica	2,462	2,542	80	
	lpers	2,874	2,968	93	
Supervisor					
	Salary	32,185	33,231	1,046	
	Fica	2,462	2,542	80	
	lpers	2,874	2,968	<u>93</u>	
Totals	Salary				5,429
	Fica				415
	lpers				485

Fund Totals:

General Basic			
	Totals	Salary	43,539
		Fica	3,331
		Ipers	<u>3,963</u>
Total			50,833
General Supplemental			
	Totals	Salary	2,136
		Fica	163
		Ipers	<u>191</u>
Total			2,490
Rural Basic			
	Totals	Salary	2,683
		Fica	205
		Ipers	<u>258</u>
Total			3,147
Grand Total			<u><u>56,470</u></u>

Employers Rates:

FICA	7.65%
IPERS	8.93%

Property Tax Rate Change Down:

General Basic	.00698/\$1,000 or .698 cents
General Supplemental	.00034/\$1,000 or .034 cents
Rural Basic	.00159/\$1,000 or .159 cents

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

#7c

Date: March 10, 2016

Weekly Agenda Date: March 15, 2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dennis Butler, Finance/Operations Controller

SUBJECT: Adoption of the Fiscal Year 2017 Budget

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Discussion and Adoption of the Fiscal Year 2017 Budget.

EXECUTIVE SUMMARY: After holding the public hearing from item #7a, they shall adopt the Fiscal Year 2017 budget with any changes passed by the Board of Supervisors. Nothing can be increased. Board of Supervisors can leave the Proposed Fiscal Year 2017 budget as presented or they can reduce the proposed budget.

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION: Motion by _____ Second by _____ to approve and authorize the Chairperson to sign the Adoption of Budget & Certification of taxes for Fiscal Year July 1, 2016 to June 30, 2017 Budget.

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

#8a

Date: March 10, 2016

Weekly Agenda Date: March 15, 2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Karen James, Administrative Coordinator

SUBJECT: Tax Suspension

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Approval of a resolution for tax suspension for L. T.

EXECUTIVE SUMMARY:

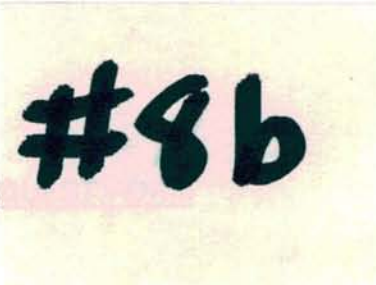
BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION: Motion to approve resolution for a tax suspension for L. T.

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.



WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: March 10, 2016

Weekly Agenda Date: March 15, 2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Karen James, Administrative Coordinator

SUBJECT: Tax Suspension

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Approval of a resolution for tax suspension for D. J.

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION: Motion to approve resolution for a tax suspension for D. J.

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE



Date: March 11, 2016

Weekly Agenda Date: March 15, 2016

DEPARTMENT HEAD / CITIZEN: <u>Supervisor Jeremy Taylor</u>		
SUBJECT: Clarifications for audio-visual equipment update		
ACTION REQUIRED:		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input type="checkbox"/>
<input type="checkbox"/>		
Give Direction <input type="checkbox"/>	Other: Informational <input checked="" type="checkbox"/>	Attachments <input type="checkbox"/>

WORDING FOR AGENDA ITEM: Clarifications for audio-visual equipment update

EXECUTIVE SUMMARY: The attached proposal is informational and contains quotes to accomplish the following purposes:

- Improve the audio quality for those listening at home
- Make it clear for supervisors who call in to hear and to have their words recorded without having to involve KES on a per-call basis
- Permanently affix speakers in the downstairs area
- Add a directional microphone at the podium for those who would be presenting next to a main speaker
- Replace the television in the back permanently mounted (prior TV could be repurposed in Board Administration)
- Add a microphone for Budget Analyst
- Make the system portable with boxes to be able to take supervisor meetings "on the road."

BACKGROUND: Last week's discussion contained details of a proposal when we were in the midst of identifying ways to improve the experience of our citizens who desire to hear Board business, whether here or at home. The attached proposal from Brian Rise at KES is "clean" without markups. In

discussions with Brian, clarification was very helpful. The goal is not to “replace” the system downstairs but to improve audio quality.

Several adjustments were made last week and Brian and I both thought the audio quality was much better. Talk of replacing the system was replacement of the make-shift audio call in. Other improvements will mean that two people at the podium will have audio clarity, that our Budget Analyst will be fully audio, that permanence will be given to the speakers/TV, and that portability will be achieved.

FINANCIAL IMPACT: See attached memo

RECOMMENDATION: Information only to be brought back next week.

ACTION REQUIRED: Information only to be brought back next week.



2105 Clark St - Sioux City, IA 51104 - (712) 293-1494

Quote: Woodbury County Board of Supervisors - AV Upgrades

Date: 03/11/16

Telephone:

Email: jmalloy@sioux-city.org / jeremytaylor@cableone.net

Contact: John Malloy / Jeremy Taylor

Quote Description

Upgrades to Board of Supervisors AV System - Basement

Upgrades added to existing rack. Same rack will continue to be available for remote meetings
 Install a VOIP Hybrid for phone in capability, DSP system from Rane to support the phone in
 DSP will replace existing 2 Shure AutoMixers
 Add 2 mics - 1 for Finance (Mr Butler), 1 Boundary Microphone for recording pickup at podium
 Install 2 sets of 2 Point Source Array speakers. 1 - Mounted to front of columns for audience,
 2- Mounted to rear of columns for board members (Only phone caller is played through these)
 Install a 65" wall mounted display behind the board table - location needs confirmed
 Reconfigure rack for HDMI laptop input and HDMI display output

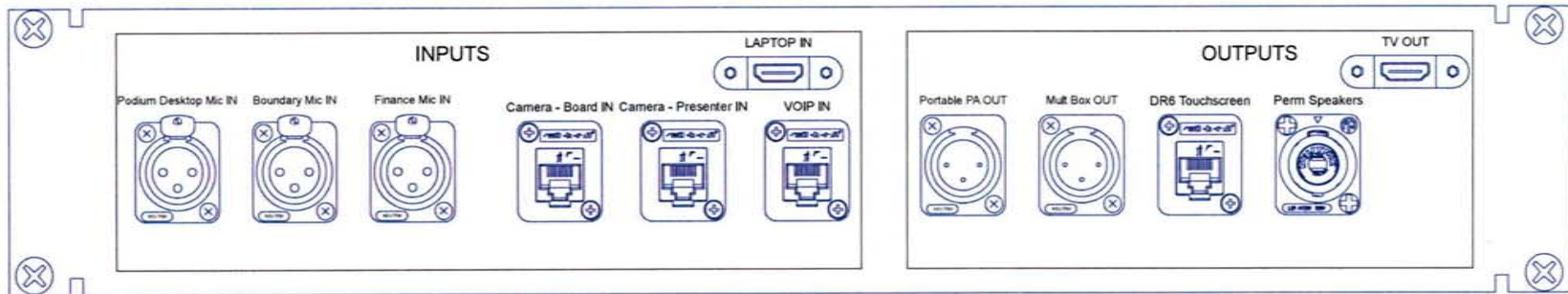
A deposit of 50% the total amount is required before equipment will be ordered

Qty	Description	Price Ea	Total
Audio Processor & VOIP Hybrid for remote phone in / improved recordings			
1	Rane Hal1x Digital Signal Processor	\$3,199.00	\$3,199.00
1	Rane EXP5x Halogen Expander (12 Input)	\$1,279.00	\$1,279.00
2	Rane EXP7X (AEC - Acoustic Echo Cancellation - 8 Channels)	\$1,449.00	\$2,898.00
1	Rane DR6 Touch Screen Remote	\$519.00	\$519.00
1	Rane DS1 Desktop Stand Accessory for DR6	\$75.00	\$75.00
1	JK Audio AutoHybrid IP2 (Acts as VOIP interface - SIP)	\$975.00	\$975.00
1	JK Audio RA2 Rack Mount Accessory	\$62.00	\$62.00
Add Desktop Mic for Mr Butler, Boundary Mic for Podium			
1	Shure MX412D/S 12" Gooseneck Mic with Desktop Base	\$280.00	\$280.00
1	Shure MX393/S Boundary Microphone (Pickup podium for recording only)	\$240.00	\$240.00
Replace portable PA with permanent installed			
2	Community ENT206W Point Source Array Speaker - Mounted to columns	\$517.00	\$1,034.00
2	Community ENT206W Point Source Array Speaker - Mounted towards board	\$517.00	\$1,034.00
1	Ashly NX4002 70V 400W Amplifier	\$1,115.00	\$1,115.00
Add Wall Mounted 65" Behind Board Table			
1	Sharp LC-65UB30U 65" LED TV	\$1,599.00	\$1,599.00
1	Chief LSM1U Wall Mount	\$169.60	\$169.60
New Rack Panel			
1	Custom 2U I/O Rack Panel	\$292.10	\$292.10

continued on next page

Update laptop recording / display to HDMI		
1 C2G 40471 1:2 HDMI Splitter	\$109.99	\$109.99
1 C2G 40714 HDMI to VGA + Audio Converter	\$67.99	\$67.99
2 C2G 40303 1M HDMI Cable	\$9.99	\$19.98
1 Cabling - Speaker, Mic, Misc Interconnects	\$95.00	\$95.00
1 Labor - Installation (Speakers, Display)	\$708.00	\$708.00
1 DSP Programming	\$750.00	\$750.00
Subtotal		\$16,521.66
Tax (7%) Please let us know if tax exempt		\$1,156.52
Total		\$17,678.18

© 2014 JBL Inc. All rights reserved.
JBL is a registered trademark of JBL Inc.
JBL and the JBL logo are trademarks of JBL Inc.



#9

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) F

Date: _____ March 9, 2016 _____

Weekly Agenda Date: ___ March 15, 2016 _____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: __Mike Neswick – RML Architects_____

SUBJECT: Contract between Owner and Contractor – Siouxland District Health

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Authorize Chairman to Sign Agreement with Sioux Contractors for construction of Siouxland District Health Remodel

EXECUTIVE SUMMARY:

BACKGROUND: Bids were advertised, taken, opened and read aloud at the Woodbury County Board of Supervisors meeting on March 1, 2016. Sioux Contractors was the low bid out of 5 local contractors with a base bid of \$477,900 which was in the range of the Architect's opinion of probable costs (\$470,000 to \$500,000). The bids were presented at the Siouxland District Board of Health meeting on March 1 and the Board voted to enter into a contract with Sioux Contractors for the Base Bid amount. Sioux Contractors being the lowest responsible bid, our recommendation is to enter into a contract with Sioux Contractors to perform the work at Siouxland District Health.

FINANCIAL IMPACT: \$477,900. It is recommended that a contingency be set aside for possible unforeseen conditions that could facilitate a change order when dealing with remodel construction.

RECOMMENDATION: Authorize Chairman to sign Agreement with Sioux Contractors.

ACTION REQUIRED / PROPOSED MOTION: Authorize Chairman to Sign Agreement with Sioux Contractors for construction of Siouxland District Health Remodel

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.

AIA[®] Document A107[™] – 2007

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

AGREEMENT made as of the Fifteenth day of March 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 Siouxland District Board of Health
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)

Sioux Contractors, Inc.
412 Pavonia Street
Sioux City, Iowa 51101

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

Alterations to Building for
Siouxland District Health
1014 Nebraska – 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.

AIA Document A107[™] – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:40:43 on 03/09/2016 under Order No. 9860567844 which expires on 03/09/2017, and is not for resale.

User Notes:

(3B9ADA2D)

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: June 24, 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.) A penalty of \$250.00 per calendar day shall be forfeited to the owner as liquidated damages for every calendar day past June 30, 2016 that the certificate of substantial completion and certificate of Occupancy are not issued.

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 Four Hundred Seventy Seven Thousand Nine Hundred Dollars (\$ 477,900.00), 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 Eliminate windows in Waiting 101 – Not Accepted.
(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.)
SEE ATTACHED SCHEDULE A

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

§ 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
------	-----------

§ 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:

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.

Init.

§ 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:

Application for payment needs to be at the Architect's office by the second to last Friday of the month. The Architect may take up to 1 week to approve the application. From there it goes to the Siouxland District Board of Health for approval at their regular monthly meeting, the first Wednesday of the month. From there it goes on the the Woodbury County Board of supervisors meeting for approval and the payment will then be issued by Woodbury County

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the second to last Friday day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the second to last Friday 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 ~~()~~ days after the Architect receives the Application for Payment, second to last Friday of the month following the next month
(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:

The request for Final Payment and Close Out Documents need to be submitted to the Architect for approval by June 30, 2016.

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 B

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 B

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

§ 6.1.5 The Addenda, if any:

Number	Date	Pages
<u>ADDENDUM #1</u>	<u>February 22, 2016</u>	<u>TEN</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

Init.

one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent 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

Init.

order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; 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.

§ 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.

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:40:43 on 03/09/2016 under Order No. 9860567844 which expires on 03/09/2017, and is not for resale.

User Notes:

(3B9ADA2D)

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.

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:40:43 on 03/09/2016 under Order No. 9860567844 which expires on 03/09/2017, and is not for resale.

User Notes:

(3B9ADA2D)

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, received 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.

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:40:43 on 03/09/2016 under Order No. 9860567844 which expires on 03/09/2017, and is not for resale.

User Notes:

(3B9ADA2D)

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 shall-Contractor shall~~ file a copy of each policy with the ~~Contractor before-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

Init.

subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty 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.

Init.

§ 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.

§ 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.~~ law. 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.

Init.

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:40:43 on 03/09/2016 under Order No. 9860567844 which expires on 03/09/2017, and is not for resale.

User Notes:

(3B9ADA2D)

§ 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, 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.

Init.

§ 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 Woodbury County Board of Supervisors
(Signature)

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Siouxland District Board of Health*(Signature)*

(Printed name and title)

Exhibit A

Schedule of Unit Prices

a. Carpet, per SY	Add \$36.00	Ded \$22.00
b. Vinyl composition Tile, per SF	Add \$5.00	Ded \$1.50
c. Vinyl Base, per LF	Add \$2.50	Ded \$1.00
d. Ceramic Floor Tile, per SF	Add \$14.00	Ded \$6.00
e. Ceramic Tile Base, per LF	Add \$15.00	Ded \$7.00

Exhibit B

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
01513 – Temporary Heat
01519 – Temporary Construction
01600 – Products and Substitutions
02220 – Demolition
02250 – Shoring and Bracing
03300 – Cast in Place Concrete
05100 – Structural Metal
05400 – Light Gauge Metal
06100 – Rough Carpentry
06200 – Finish Carpentry
06410 – Cabinet Work
07200 – Building Insulation
07240 – Exterior Insulation and Finish System
07900 – Caulking and Sealants
08200 – Wood Doors
08411 – Aluminum Storefront
08700 – Finish Hardware
08800 – Glass and Glazing
09250 – Gypsum Drywall
09300 – Tile Work
09510 – Acoustic Ceilings
09650 – Resilient Flooring
09680 – Carpet
09900 – Painting and Varnishing
10260 – Wall and Corner Guards
10440 – Interior Signage
10520 – Fire Protection
10800 – Toilet and Bath Accessories

Mechanical:

21 0100 – Administrative Requirements
21 0110 – Product Requirements
21 0120 – Execution Requirements

21 0130 – Closeout Submittals
21 0500 – Fire Protection Materials & Methods
21 0510 – Minor Fire Suppression Demolition
21 0553 – Identification for Fire Suppression Piping and Equipment
21 1300 – Fire Suppression Sprinklers
22 0100 – Administrative Requirements
22 0110 – Product Requirements
22 0120 – Execution Requirements
22 0130 – Closeout Submittals
22 0510 – Minor Plumbing Demolition
22 0553 – Identification for Plumbing Piping and Equipment
22 0719 – Plumbing piping Insulation
22 0729 – Piping Safety Covers
22 1005 – Plumbing piping
22 1006 – Plumbing Piping Specialties
22 4000 – Plumbing Fixtures
23 0100 – Administrative Requirements
23 0110 – Product Requirements
23 0120 – Execution Requirements
23 0130 – Closeout Submittals
23 0510 – Minor HVAC Demolition
23 0513 – Common Motor Requirements for HVAC Equipment
23 0553 – Identification for HVAC Piping and Equipment
23 0593 – Testing, Adjusting, and Balancing
23 0713 – Duct Insulation
23 0913 – Instrumentation and Control Devices for HVAC
23 0993 – Sequence of Operations for HVAC Controls
23 3100 – HVAC Ducts and Casings
23 3300 – Air Duct Accessories
23 3700 – Air Outlets and Inlets

Electrical:

26 0010 – General Provisions
26 0501 – Minor Electrical Demolition
26 0519 – Conductors and Cables
26 0526 – Grounding and Bonding
26 0529 – Hangers and Supports
26 0534 – Conduit
26 0537 – Boxes

Exhibit B Cont.

Electrical Cont.:

26 0553 – Identification for Electrical Systems
26 0923 – Lighting Control Devices
26 2416 – Panel Boards
26 2717 – Equipment Wiring
26 2726 – Wiring Devices
26 5100 – Interior Lighting
28 1300 – Access Control
28 3100 – Fire Detection and Alarm

Schedule of Drawings:

Architectural:

A2.1 – Demolition Plan and Schedules
A3.1 – Floor Plan
A3.2 – Enlarged Plan and Schedules
A3.3 – Enlarged Plan
A4.1 – Elevations and Restrooms
A7.1 – Ceiling Plan and details
A8.1 – Cabinets
A8.2 – Cabinets

Mechanical:

M1.0 – Underfloor Plumbing Demolition Plan
M2.0 – Plumbing Demolition Plan
M3.0 – Ventilation Demolition Plan
M4.0 – Underfloor Plumbing Plan
M5.0 – Plumbing Plan
M6.0 – HVAC Ventilation Plan
M7.0 – Schedules

Electrical:

E1.0 – Power & Communication Demolition Plan
E2.0 – Lighting Demolition Plan
E3.0 – Power and Communications Plan
E4.0 – Lighting Plan
E5.0 – Schedules

#10

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

Date: 2/29/2016

Weekly Agenda Date: 3/1/2016 or 3/8/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Woodbury County Fair Manager - Randy Hayworth
SUBJECT: **Woodbury County Fair Association**

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Woodbury County Fair Assc. Response to Funding

EXECUTIVE SUMMARY: We would like to provide answers to any questions the supervisors have, read some facts regarding the current stats of the Woodbury County Fair Association and thank the County Supervisors for their fund allocation this year.

BACKGROUND: In regards to the 88th Annual Woodbury County Fair coming up August 3-7, 2016.

FINANCIAL IMPACT: N/A

RECOMMENDATION: None

ACTION REQUIRED / PROPOSED MOTION: None

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.



WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

Date: 2/10/2016

Weekly Agenda Date: 3/15/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: SIMPCO Michelle Bostinelos, Executive Director and Megan Weaver, Housing Manager

SUBJECT: **Western Iowa Community Improvement Regional Housing Trust Fund**

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Give Direction Other: Informational Attachments

WORDING FOR AGENDA ITEM: Western Iowa Community Improvement Regional Housing Trust Fund Presentation

EXECUTIVE SUMMARY: The Western Iowa Community Improvement Regional Housing Trust Fund (WICIRHTF) Owner Occupied Rehabilitation program, administered by SIMPCO, was developed to assist low-moderate income households located in Cherokee, Ida, Monona, Plymouth and Woodbury counties. The assistance is provided in the form of a forgivable five year loan and can be used for a variety of housing rehabilitation activities including roof replacement, new windows, new HVAC systems, etc. In addition, WICIRHTF also provides financial assistance to non-profit housing organizations in the region that serve low-moderate income households.

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION: NA



WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: March 9, 2016

Weekly Agenda Date: March 15, 2016

DEPARTMENT HEAD / CITIZEN: John Pylelo, Director of Planning and Zoning		
SUBJECT: Amendment of Woodbury County Zoning Ordinances		
ACTION REQUIRED:		
Approve Ordinance <input checked="" type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input type="checkbox"/>
Public Hearing <input checked="" type="checkbox"/>	Give Direction <input type="checkbox"/>	Other: Informational <input type="checkbox"/>
Attachments <input checked="" type="checkbox"/>		

WORDING FOR AGENDA ITEM: To accept a Zoning Commission recommendation; Hold public hearing; and for the 1st reading for a text amendment to Woodbury County's zoning ordinance as authorized under Section 2.02:3.

EXECUTIVE SUMMARY: Your Board previously directed the Planning and Zoning Department and your county's Zoning Commission to study the impact of county ordinances applicable to smaller over the road trucking operations. The study was to be limited to those trucking operations located on parcels qualifying under the zoning ordinance's home occupation use tests. Your Board specifically asked for a study of the impact of one of the home occupation test restrictions which states vehicles and equipment related to the business operation cannot be viewed from outside the parcel. The Planning and Zoning Director has previously reported the Commission's study recommendation to your Board. Your Board then directed the Zoning Commission to proceed toward adoption of the language within the recommendation.

The Commission held the requisite public hearing on February 22, 2016. Significant public testimony was submitted at the hearing from citizens, and a legal representative, requesting the ordinances remain unchanged. Significant public testimony was also offered from citizens supporting the recommended ordinance language change which would grant the potential for the specified relief.

After considering the February 22nd public testimony the Commission voted to make no changes in their initial study recommendation to your Board that certain ordinance text amendments be made. Those language changes recommended are within the zoning ordinance amendment document attached and marked Exhibit "A".

CITIZEN IMPACT: If enacted an opportunity for conditional use permit approval by the Board of Adjustment would be put in place for those citizens operating smaller over the road trucking companies from their residences. The potential would then exist for the trucking operation to become compliant with zoning ordinances even though business vehicles are visible from any off parcel location.

FINANCIAL IMPACT: \$350.00; primarily for legal publication and misc. administrative and meeting fees. All costs are budgeted.

RECOMMENDATION: Staff recommends adoption of the ordinance language within Exhibit "A". As of March 9, 2016 County Attorney comments are pending.

ACTION REQUIRED:

- 1.) To open, hold and then close the public hearing on this agenda item;
- 2.) A motion to accept the Zoning Commission's recommendation on this agenda item and to approve the first reading of the zoning ordinance amendment language on attached Exhibit "A".

ORDINANCE NO. 39.
WOODBURY COUNTY, IOWA

AN ORDINANCE AMENDING PORTIONS OF SECTION 3.01:4 ENTITLED *LAND USE SUMMARY TABLE OF ALLOWED USES IN EACH ZONING DISTRICT*; AND SECTION 6.02: ENTITLED *DEFINITIONS OF THE WOODBURY COUNTY, IOWA ZONING ORDINANCES*.

NOW, THEREFORE, BE IT ENACTED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA THAT THE BELOW ZONING ORDINANCE LANGUAGE AMENDMENTS BE MADE:

Amendment #1 –

On page 32: To add the following line item use language within zoning ordinance Section 3.01:4 *Land Use Summary Table of Allowed Uses in each Zoning District*:

“Truck Terminals (Home Occupation Use)”. With placement of the letter **“C”** within the AP (Agricultural Preservation) and AE (Agricultural Estates) zoning districts columns of the table related to this line item use.

Amendment #2 –

On page 38: To change the following line item use language within zoning ordinance Section 3.01:4 *Land Use Summary Table of Allowed Uses in each Zoning District*:

Remove *“Truck Terminals”* and replace with *“Truck Terminals (Non-Home Occupation Use)”*

EXHIBIT
“A”

Amendment #3: On page 93: To add the following language within Section 6.02: *Definitions* as item 6.02:168.01.

“Truck Terminal Operation (Home Occupation Use). A truck terminal operation meeting all Section 4.14 home occupation use tests except the test listed at subsection 4.14:4 stating home occupation and employee vehicles shall be stored either in a building or screened from a public or private road or from adjacent property.”

Adopted this 29th Day of March, 2016

By: _____
Larry Clausen, Supervisor Dated

By: _____
Mark Monson, Supervisor Dated

By: _____
Jaclyn Smith, Supervisor Dated

By: _____
Jeremy Taylor, Chairman Dated

By: _____
Matthew Ung, Supervisor Dated

ATTEST: _____
Patrick Gill, Auditor

1st Reading: March 15, 2016
2nd Reading: March 22, 2016
3rd Reading and Adoption: March 29, 2016
Effective Date: Upon Publication

#13

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

Date: 03/08/16

Weekly Agenda Date: 03/15/16

DEPARTMENT HEAD / CITIZEN: Sheriff Dave Drew & County Attorney PJ Jennings

SUBJECT: Edward J Byrne Memorial Justice Assistance Grant (JAG) & Residential Substance Abuse Treatment (RSAT) Program Application

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Consideration and Approval to Participate with the City of Sioux City in the submission of the Edward J. Byrne Memorial Justice (JAG) & Residential Substance Abuse Treatment (RSAT) Program Application to the Governor's Office of Drug Control Policy.

EXECUTIVE SUMMARY:

BACKGROUND: This grant has been in place for a number of years.

FINANCIAL IMPACT: Unknown at this time.

RECOMMENDATION:

ACTION REQUIRED: Motion to approve participation with the City of Sioux City in the submission of the Edward J. Byrne Memorial Justice (JAG) & Residential Substance Abuse Treatment (RSAT) Program application to the Governor's Office of Drug Control Policy.

Approved by Board of Supervisors March 3, 2015.

Y
d

16/17

**Governor's Office of
Drug Control Policy**

STATE FISCAL YEAR 2017

**EDWARD J. BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) &
RESIDENTIAL SUBSTANCE ABUSE
TREATMENT (RSAT)
PROGRAM APPLICATION
INFORMATION**

**CFDA 16.738 – Byrne-JAG
CFDA 16.593 - RSAT**

For application materials go to www.iowagrants.gov

**For other resources go to
http://www.iowa.gov/odcp/programs/apply_jag.html**

Updated 2/3/2016

Table of Contents

APPLICATION SUBMISSION	2
ODCP CONTACTS	2
GENERAL GRANT PROGRAM INFORMATION	3
GRANT APPLICATION INSTRUCTIONS	4
ELIGIBLE APPLICANTS	4
APPLICATION DEADLINE	4
APPLICATION PROCESS	4
"NEW" AND "CONTINUATION" GRANTEES	5
FORTY-EIGHT MONTH FUNDING LIMITATION	5
25% CASH MATCH	5
NON-SUPPLANTING	6
ALLOWABLE/UNALLOWABLE EXPENSES	6
GRANT PERIOD	6
MULTIPLE APPLICATIONS - TASK FORCE AGENCIES	Error! Bookmark not defined.
GRANT REVIEW	7
SCORING	7
THE GRANT AWARD PROCESS	7
APPEALS	8

APPLICATION SUBMISSION

Applications for funding must be received by the Governor's Office of Drug Control Policy by 4:30 p.m. April 7, 2016. Applications will be submitted through www.iowagrants.gov, which is an online grant management tool. *Note: registration with www.iowagrants.gov is required prior to submitting an application. Registration may take several days to complete.*

ODCP CONTACTS

If you have questions related to the Byrne-JAG/RSAT grant programs, please contact:

Dennis Wiggins
Phone (515) 725-0311
Email dennis.wiggins@iowa.gov

Governor's Office of Drug Control Policy
Pape State Office Building
215 E. 7th Street, 5th Floor
Des Moines, Iowa 50319
www.iowa.gov/odcp

**BYRNE-JUSTICE ASSISTANCE GRANT (JAG) RESIDENTIAL
SUBSTANCE ABUSE TREATMENT (RSAT) APPLICATION
STATE FISCAL YEAR 2017**

GENERAL GRANT PROGRAM INFORMATION

The Governor's Office of Drug Control Policy (ODCP), under the Byrne-Justice Assistance Grant Program, provides financial assistance to support a broad range of activities to prevent and control crime and to improve the criminal justice system. The JAG program places an emphasis on violent crime, drug offenses, and serious offenders.

The Residential Substance Abuse Treatment (RSAT) program provides funding to units of government in developing and implementing residential substance abuse treatment programs in state and local correctional and detention facilities. RSAT programs provide individual and group treatment activities for offenders and must: last between 6 and 12 months; be provided in residential treatment facilities set apart from the general correctional population; focus on the substance abuse problems of the inmate; and develop the inmate's cognitive, behavioral, social, vocational, and other skills to solve substance abuse and related problems.

Funding for this solicitation is available through Iowa's Byrne-Justice Assistance Grant and Residential Substance Abuse Treatment allocations. Approximately \$1,750,000 will be committed through this competitive grant process for use in State Fiscal 2017. Of the JAG program funds, federal guidelines currently require a minimum of 55.1% to be passed through to local jurisdictions and a maximum of 44.9% to be passed to state agencies.

JAG applications within six federally-approved "Program Purpose Areas" and addressing at least one of the state-established "Priorities" will be considered for funding.

Byrne-JAG Program Purpose Areas

- A. Law Enforcement Programs
- B. Prosecution and Court Programs
- C. Prevention and Education Programs
- D. Corrections And Community Corrections Programs
- E. Drug Treatment Programs
- F. Planning Evaluation and Technology Improvement Programs

Iowa Byrne-JAG Priorities

The Iowa Drug Policy Advisory Council has identified the following results areas for which grant funding will be prioritized. Priority funding will be provided to projects which employ strategies that positively affect these broadly targeted areas.

- Strengthen Efforts to Make Iowans Healthy & Drug Free
- Safeguard Iowa Communities From Illegal Drugs
- Break the Cycle of Drug Use, Crime, Delinquency, and Incarceration

Refer to the Iowa Drug Control Strategy 2016 (pages 6-20) for additional detail. The strategy is available on the ODCP website www.iowa.gov/odcp.

Evidence-Based Programs/Practices

The Federal administrator for the Byrne Justice Assistance Grant Program (the Bureau of Justice Assistance) is moving toward an evidence based programs/practices approach for Byrne JAG funded projects. Guidance on the precise meaning and implications of these changes are being developed by BJA.

Potential grantees should be aware that changes in program guidance from the Bureau of Justice Assistance will be passed on to grantees of the Office of Drug Control Policy. These changes may result in additional planning and data collection activities for ODCP and our grantees.

The Office of Drug Control Policy places strong emphasis on the use of data and evidence in policy making and programming. Grantees should commit to documenting and describing, to the extent possible, a data/evidence focused response to particular crime and substance abuse problem(s) in their grant applications.

For more information about evidence-based programs, as outlined by the U.S. Department of Justice, go to www.crimesolutions.gov.

GRANT APPLICATION INSTRUCTIONS

ELIGIBLE APPLICANTS

Those eligible to receive grant funds from ODCP include state and local units of government, Indian tribes, faith based organizations and nonprofit entities. A local unit of government is defined as a city, county, town, township or other general purpose political subdivision of a state and includes Indian tribes that perform law enforcement functions as determined by the Secretary of the Interior. A city or county must be the legal applicant and recipient on behalf of city and county departments. Iowa faith based and nonprofit organizations are eligible to receive grant funding, but **application must be made through a state or local unit of government.**

APPLICATION DEADLINE

Applications for state fiscal year 2017 funding must be received by ODCP through the grant management system (www.iowagrants.gov) by **4:30 p.m. April 7, 2016.**

Note: Registration with www.iowagrants.gov is required prior to submitting an application. Registration may take several business days to complete. Do not wait until the last minute to begin your application. Difficulty with registration will not be an appealable hardship.

APPLICATION PROCESS

Applications will be accepted through www.iowagrants.gov which is an online grant management tool.

Instruction on the use of www.iowagrants.gov will be provided by the Office of Drug Control Policy. An online training is scheduled for February 25th at 9:00 a.m. Training registration instructions are posted at http://www.iowa.gov/odcp/programs/apply_jag.html. Additional technical assistance in using [iowagrants.gov](http://www.iowagrants.gov) can be arranged by contacting Dennis Wiggins at 515-725-0311 or dennis.wiggins@iowa.gov.

Applications are public record. Do not include confidential information.

Each project requires a separate grant application.

“NEW” AND “CONTINUATION” GRANTEES

For the purpose of completing this application, *New Projects* will be those projects which have not received prior funding from ODCP, or did not receive grant funds during the current grant period, or are applying in their first year as an enhancement project. *Continuation projects** are those projects that are currently receiving grant funds from ODCP.

The Office of Drug Control Policy requires different information from new applicants and those applying for continuation funding. The emphasis for new applicants is on the need for and the quality of the proposed project, including projected community impact. For continuation applicants the emphasis is on demonstrating measurable results.

Two Byrne-JAG/RSAT funding opportunities are posted to www.iowagrants.gov:

- *New Applicants* are required to use the opportunity titled SFY 2017 Byrne-JAG/RSAT – New Applicants.
- *Continuation Applicants* are required to use the opportunity titled SFY 2017 Byrne-JAG/RSAT – Continuation Applicants.

**Continuation project applicants who have or anticipate significant changes to their project may be required to complete the application as a new applicant. If your continuation project anticipates significant changes, contact ODCP for guidance and authorization.*

FORTY-EIGHT MONTH FUNDING LIMITATION

ODCP imposes a 48 month eligibility limit on Byrne JAG-funded projects that are not multi-jurisdictional drug task forces. Drug task forces were exempted from the limit by the original Byrne grant program, and ODCP continues to make an exception for them under Byrne JAG.

25% CASH MATCH

The Office of Drug Control Policy requires applicants to provide a minimum cash match of 25% of the total project cost. Federal funds may be used to pay up to 75% of the cost of a project, and may not be used to supplant other funding sources that would otherwise be made available. The remaining non-federal share must be in cash. The matching funds must be in addition to funds that would otherwise be made available for project related activities.

Acceptable sources of cash match:

- A. Local and state appropriations.
- B. Funds contributed from private sources.
- C. Federal funds limited to the following sources:
 1. Housing and Community Development Act of 1974,
 2. Appalachian Regional Development Act, and
 3. Equitable Sharing Program (Federal Asset Forfeiture Program).
- D. Existing resources that were used in areas other than criminal justice activities.
- E. Salaries of existing personnel who are transferred to grant activities if the original positions are filled with new personnel.
- F. Asset forfeiture funds (As allowed by state and federal guidelines).
- G. Program Income and Related Interest – including program fees and conference registrations.

The application must contain a commitment for matching funds and the source of the matching funds must be identified. All projects awarded grant funds must maintain records showing the source, amount and timing of all cash match. The cash match must be put into the project during the grant project period.

NON-SUPPLANTING

The applicant assures that federal funds made available under this formula grant will not be used to supplant any other funding source, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for project activities.

ALLOWABLE/UNALLOWABLE EXPENSES

Allowable expenses are listed below along with a list of unallowable expenses. Although not a complete listing, the following is provided as a guide:

Allowable Expenses

- Personnel costs
- Equipment
- Operating expenses
- Building rental
- Personnel training
- Overtime pay
- Supplies
- Travel (out of state travel requires prior approval by the Governor's Office of Drug Control Policy)
- Professional services (requires prior approval by the Governor's Office of Drug Control Policy)

Unallowable Expenses Include:

- Land acquisition
- Bonuses or commissions
- Travel or compensation for federal employees
- Military type equipment
- Lobbying
- Fundraising
- Indirect costs

Due to federal restrictions and/or limited amounts of funding, as a general rule, ODCP does not fund DARE personnel, canines, weapons, tasers, basic law enforcement equipment, construction, vehicles, or provide continuation or stopgap funding for projects initiated with other grant funding.

GRANT PERIOD

Grants will be awarded by the Office of Drug Control Policy for a one (1) year period beginning July 1, 2016 through June 30, 2017. Grant projects are funded on a reimbursement basis. All projects awarded grant funds must complete and submit monthly expenditure report forms requesting federal reimbursement, and quarterly progress report forms. Financial and progress reporting will be submitted through the electronic grant management system. Grantees may be required to use an electronic transfer of funds process for reimbursement.

GRANT REVIEW

As part of ODCP's staff review of grant applications, input will be sought from peer advisors. All eligible applications will be evaluated using the criteria included in the application kit.

Following is a list of that criteria:

Budget:

Appropriateness of budgeted expenditures and justification.

Summary of the Project:

Clear descriptive summary of the project.

Problem Statement/Need Assessment:

Demonstrated need for the project in the area to be served.

Goals and Objectives:

The extent to which *measurable* goals and objectives are consistent with federal and state goals, and are clearly stated.

Project Administration:

Implementation, administration and key personnel involved in the proposed project.

Statement of Coordination:

Demonstration of coordination of activities with other agencies.

Project Evaluation:

The extent to which the applicant is able to track and maintain program performance data/information to measure its success and demonstrate its impact on Iowans.

Reviewer Assessment and Recommendations:

Overall impressions and recommendations of peer advisors.

SCORING

The scoring for this application is as follows:

	<u>New Projects</u>	<u>Continuing Projects</u>
Budget:	15	10
Summary:	5	20
Problem/Need:	15	N/A
Goals & Objectives:	15	N/A
Project Administration:	10	N/A
Coordination:	15	N/A
Evaluation:	10	55
Reviewer Assessment:	<u>15</u>	<u>15</u>
Total Score:	100	100

THE GRANT AWARD PROCESS

The following criteria shall be considered by the Governor's Office of Drug Control Policy (ODCP) in awarding federal JAG funds to applicants in Iowa:

- Availability of federal funds, to include the state administered portion of Byrne JAG as well as local Byrne JAG funding received directly through the U.S. Department of Justice.
- Eligibility of applicant, based on U.S. Department of Justice guidelines.

- Priorities established by the Iowa Drug Policy Advisory Council, and outlined in Iowa's 2016 Drug Control Strategy www.iowa.gov/odcp.
- Prior measurable performance/effectiveness of programs including those previously receiving federal funding through the Office of Drug Control Policy. Prior performance includes, but is not limited to, program and financial management, and program impact (ability to meet or exceed previously approved goals and objectives).

ODCP reserves the right to accept minor deviations from application requirements, if such deviations are considered to be non-substantive.

APPEALS

Grant awards will be made on or about June 1, 2016. Preliminary notices will be sent to those individuals identified as project directors in the applications. Any applicant whose proposal has been filed according to instructions contained herein, and who is aggrieved by the awards made, may request an appeal based on a showing that the instructions governing the grant selection process have not been properly applied.

Appeals must be filed with the Director, Governor's Office of Drug Control Policy, Pape State Office Building, 215 E. 7th Street, 5th Floor, Des Moines, Iowa, 50319, within ten working days of the date of the notification of preliminary awards. Appeals must be in writing and clearly state how ODCP erred in following the instructions in the grant application kit. ODCP will refrain from awarding funds until the Director has resolved all appeals. The review will be conducted as expeditiously as possible so that all funds can be distributed in a timely manner. This procedure concludes the review process at the administrative level for purposes of Iowa Code Chapter 17A (1991).

#14a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REC

Date: March 10th, 2016

Weekly Agenda Date: March 15th, 2016

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

SUBJECT: LEC Expansion Project

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: LEC Jail Expansion Project schematic design approval of funding and CMBA letter of proposal

EXECUTIVE SUMMARY: In an effort to determine construction costs of a possible jail expansion it is necessary to complete preliminary project schematic designs.

BACKGROUND: As the Prairie Hills Old County Home detention facility has reached well beyond useful life expectancy, alternative options are being vetted to find reasonable service's replacements for the functions there. CMBA Architects chosen as lead Architect for the possible project has provided a total proposed fee as requested. The total proposed fee would not be expended if after the schematic design phase it was determined that the project is not viable.

FINANCIAL IMPACT: Total CMBA Fee \$101,750.00 plus Reimbursable Expenses not to exceed \$3,500.
Schematic Design- \$20,350.00

RECOMMENDATION: Building Services recommends completing Schematic Design of an LEC Jail Expansion which is ultimately the first step required to determine potential costs.

ACTION REQUIRED / PROPOSED MOTION: Motion to Approve Schematic Design of \$20,350.00.



CANNON MOSS BRYGGER ARCHITECTS
302 JONES STREET, SUITE 200 • SIOUX CITY, IA 51101 • (P) 712.274.2933

Woodbury County Board of Supervisors
Woodbury County LEC Jail Expansion
03/09/2016

PROJECT DESCRIPTION – SUMMARY OF SERVICES

The project consists of providing the Plans and Specifications to renovate the Open Exercise Area into a fully operational Jail Facility that best fits the needs of Woodbury County and their detention capability. This project will include, but is not limited to, enclosing the area with a properly secured roofing system, expanding the electronic door access and monitoring system, addressing egress issues and needs, expansion of life safety systems (i.e. fire alarm and sprinkler systems), plumbing systems, HVAC systems, electrical systems, and should comply with all appropriate building codes both state and local. Prior to construction, all plans will be submitted and approved by the State Fire Marshal and Department of Corrections.

BUDGETED CONSTRUCTION COST

For this project, Woodbury County has budgeted \$925,000 for the Construction Cost. Total Project Cost shall not exceed \$1,200,000 including all expenses.

PROPOSED CONTRACT FOR SERVICES

For this project, we would agree to use an AIA Document B132-2009 Standard Form of Contract Between Owner & Architect, Construction Manager as Advisor Edition.

BASIC SERVICES

Basic Services are defined as:

Architectural Services, Structural Engineering, Mechanical Engineering, and Electrical Engineering. CMBA is providing Technology & Security Design in our Basic Services also.

ADDITIONAL SERVICES

Additional Services that could be included on this project (list is not all inclusive):

Civil Engineering, Landscape Design, Extensive Computer Modeling, Detailed Cost Estimating, LEED Certification, Furniture Fixtures & Equipment (FFE).

PROJECT SPECIFICS

For this project, we would propose the following Professional Fee Structure:

Assumed Cost of Construction:	\$925,000
Proposed Fee Percentage for Basic Services	11.0%

The fee will be billed monthly at estimated levels of completion.

The fee will be distributed among the following phases:

SCHEMATIC DESIGN	20%	\$ 20,350.00	<i>Initial Phase – For Approval 3/15</i>
DESIGN DEVELOPMENT	20%	\$ 20,350.00	<i>Must receive approval to proceed</i>
CONTRACT DOCUMENTS	30%	\$ 30,525.00	<i>Must receive approval to proceed</i>
BID/NEGOTIATIONS	7%	\$ 7,123.00	<i>Must receive approval to proceed</i>
CONTRACT ADMINISTRATION	<u>23%</u>	<u>\$ 23,402.00</u>	<i>Must receive approval to proceed</i>
Total Proposed Fee		\$101,750.00	

This is based on the County a Construction Manager – Advisor with multiple contract categories for construction.

CMBA and our consultants will not proceed beyond Schematic Design for this project until given approval by the Woodbury County Board of Supervisors.

CONSULTANTS (BY CMBA)

Jail Consultant – Goldberg Group Architects
Structural Engineering – CMBA
Mechanical & Electrical Engineering – Alvine Engineering
Technology & Security Design – Alvine Engineering

ADDITIONAL SERVICES POTENTIALLY NEEDED

These services would be included in CMBA's contract if desired by the County. Additional Services would be billed hourly with the City's approval. If it is determined that extensive assistance is needed by a CMBA consultant, a fee proposal will be provided for approval.

Civil Engineering
Landscape Architecture
Furniture, Fixtures, & Equipment Consultant (FF&E)
Detailed Cost Estimates
Computer Modeling

REIMBURSABLE EXPENSES

Reimbursable expenses are defined in standard AIA agreements. They include items such as: travel, mileage (current IRS rate), additional renderings, fire marshal fees, and electronic plans services (i.e. Submittal Exchange). CMBA does not markup our own reimbursables, but our standard markup on consultants' reimbursables are 1.1 X Cost.

CMBA assumes that the coordination of the final printing and distribution of bid documents will be done by the Construction Manager – Advisor. CMBA has not included the cost of this printing in the budget below.

REIMBURSABLE EXPENSE BUDGET

For this project, we would propose a Reimbursable Expense budget **Not to Exceed \$3,500.00.**

TERMS & CONDITIONS

Invoices will be sent on a monthly basis with payments due within 30 days of the invoice date. Invoices outstanding past 30 days will accrue interest at a rate of one and half percent (1.5%) per month.

Limitation of Liability: Neither the Architect, the Architect's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner or any other person in excess of either the compensation to be paid pursuant to this agreement or One Million and No/100 Dollars (\$1,000,000.00), whichever is greater, for any claim arising out of or relating to any act or omission, including but not limited to breach of contract or negligence, except that this limitation shall not apply only to claims based on gross negligence or willful misconduct. This shall be the sole and exclusive remedy for any such acts or omissions and is in lieu of all other remedies. The Architect and the Owner acknowledge that this limitation of liability constitutes their negotiated allocation of risk of loss and that enforcement of this limitation is necessary to protect the parties' contractual expectations.

If you are in agreement with this proposal, please print, sign, and return one original of this letter to CMBA. Retain a second signed copy for your records.

CMBA thanks you for this opportunity and we look forward to working with you. If you have any questions, please call me at 712.274.2933.

Sincerely,



Brian N. Crichton, AIA
President/CEO

Client Signature

Date

Client Printed Name/Title

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

#14b

Date: 3/10/2016

Weekly Agenda Date: 3/16/2016

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

SUBJECT: Woodbury County Led Lighting Project

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Woodbury County LED project contingency fund allocation

EXECUTIVE SUMMARY: Contingency funds previously reserved to address any obstacles encountered during the project are being utilized.

BACKGROUND: A CIP Project approved by the Board of Supervisors will establish Woodbury County as the leader & First County in Iowa to incorporate LED lighting inside all of its buildings. The project incentives include MidAmerican rebates & energy savings. In conjunction with the initial approval a contingency fund of \$70,000.00 was portioned to address any issues that may be encountered during the installation. Various items have been identified that necessitate the allocation of approximately one-half of the fund to date.

FINANCIAL IMPACT: Included in the CIP

RECOMMENDATION: N/A

ACTION REQUIRED / PROPOSED MOTION: Information Only

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

#14c

Date: March 10th, 2016

Weekly Agenda Date: March 15th, 2016

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

SUBJECT: Clerk of Courts/ Treasures Offices- Relocations

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Funding source allocation for Woodbury County Clerk of Courts and Woodbury County Treasurer's Office from 2016 Prairie Hills CIP

EXECUTIVE SUMMARY: Associated costs relative to & in preparation of office relocations

BACKGROUND: On March 8th, 2016 the Board of Supervisors approved the relocation of the Clerk of Courts from the LEC to the Courthouse Treasures area & the Courthouse Treasures relocation to the Trospen-Hoyt building. While the Clerk of Courts will handle all expenses related to office set-up at the Courthouse, it is Woodbury Counties responsibility to provide the necessary Courthouse building structure such as electrical, data, or carpet. Any items that normally would remain with a building. The County would also need to make any accomodations to the Trospen-Hoyt building necessary to move Treasure staff to that area.

FINANCIAL IMPACT: \$20,800.00

RECOMMENDATION: Proceed with relocations as previously approved

ACTION REQUIRED / PROPOSED MOTION: Motion to approve expenditures

Clerk of Courts Office Relocation

Courthouse Treasurer's Area:

Carpet Installation-	\$9,200.00
Floor Repair-	\$1,800.00
Electrical-	\$1,500.00
Data- (see WCICC)	

Trosper Hoyt Area:

Construction (office)-	\$1,800.00
Electrical-	\$1,500.00
Data-	\$5,000.00

TOTAL \$20,800.00 (estimates)

#15a

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

Date: March 8, 2016

Weekly Agenda Date: March 15, 2016

DEPARTMENT HEAD / CITIZEN: <u>Mark J. Nahra P.E. Secondary Roads Dept Head</u>		
SUBJECT: Consider of award of quotation for annual bridge inspections		
ACTION REQUIRED:		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input checked="" type="checkbox"/>
Consideration X		

WORDING FOR AGENDA ITEM: Consider of award a quotation for bridge inspections for 2016.

EXECUTIVE SUMMARY: The County is required to inspect its bridges every two years. Approximately half of its bridges are inspected each year. The county selects a consultant to do this work for us. Calhoun Burns and Associates (CBA) is a leading structural design firm in the state of Iowa and has extensive experience in the maintenance inspection of in service bridges. They have done our bridge inspections for the past several years.

The county is now required to rate all bridges for special haul trucks. CBA has started this four year process for the county. I would like to utilize them to continue this process.

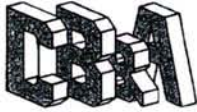
BACKGROUND: The department is not required to take bids for consultant work. The basic price for inspection is under \$30,000. Structural analysis is based on hourly rates for work completed.

FINANCIAL IMPACT: This work is funded within the county secondary road fund made up of local option sales tax, road use tax fund, and property tax receipts.

RECOMMENDATION: Approve the contract with Calhoun Burns and Associates for bridge inspection services for 2016 maintenance inspections of in service bridges.

ACTION REQUIRED: Motion to award the quotation for 2016 bridge inspection work to Calhoun Burns and Associates.

Approved by Board of Supervisors March 3, 2015.



CALHOUN-BURNS AND ASSOCIATES, INC.
BRIDGES ♦ STRUCTURES ♦ TRANSPORTATION

February 25, 2016

Mark J. Nahra, P.E.
Woodbury County Engineer
759 E. Frontage Road
Merville, IA 51039-8199

RE: WOODBURY COUNTY BRIDGE INSPECTION AND RATING PROGRAM – 2016

Dear Mr. Nahra:

This proposal for bridge inspection and rating services for your 2016 Program is submitted in accordance with your request for professional structural engineering services. You have asked us to reinspect and rate approximately 169 structures in 2016 from the attached list for the Standard Rating and HS-20 or HL-93 Design Trucks. Posting recommendations will be provided for gross weight allowed and maximum axle weight allowed. We will complete Program Manager and Team Leader assignments, provide master lists, cost estimating and summary listing per the Iowa DOT and FHWA guidelines and requirements.

We propose to reinspect these 169 structures in 2016 for a fee of \$154.08 per bridge. We will perform any required load rating computations including 'SHV' trucks, update scour evaluations and complete the fracture critical inspections to justify deficiencies, changes, replacements, repairs, funding, etc., at the following estimated rates:

- Load Rating Computations: \$110.00 Each
- Updated Level A or B Scour Evaluations: \$ 90.00 Each
- Fracture Critical Inspections: \$800.00 Each

In addition to the above, we will provide assistance with the implementation of the SIIMS database as directed by the County at our hourly rates. Any special equipment costs will be charged to the County as a direct expense as we have done in the past.

Please review this proposal and, if it is acceptable, return one signed and dated copy to us. We will do another good job for you and Woodbury County.

Sincerely,

Milton C. Clemenson, P.E.
Vice President

ACCEPTED FOR WOODBURY COUNTY:

Board of Supervisors, Chair

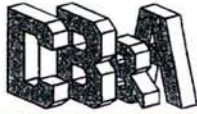
RECOMMENDED FOR APPROVAL:

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

Date: _____

1500 30th Street ♦ West Des Moines, IA 50266

WATS 877/241-8003 ♦ Phone 515/224-4344 ♦ FAX 515-224-1385 ♦ email: email@calhounburns.com



CALHOUN-BURNS AND ASSOCIATES, INC.

BRIDGES ♦ STRUCTURES ♦ TRANSPORTATION

LIST OF BRIDGES FOR WOODBURY COUNTY BRIDGE INSPECTION AND RATING PROGRAM

The following bridges will be inspected and complete reports submitted:

2016

<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>
A-225	C-213	D-193	F-115	H-135	P-006	U-012
B-082	C-224	D-214	F-117	H-181	P-027	U-015
B-110	C-241	D-254	F-130	H-193	P-035	U-017-1
B-152	C-246	D-270	G-22-1	H-203	P-078	U-017-3
B-213	C-266	E-006	G-043	H-248	P-107	U-023
C-007	C-268	E-034	G-058	H-266	P-191	U-044
C-010	C-274	E-063	G-084	J-178	P-237	U-051
C-027	C-278	E-066	G-089	K-014-10	P-253	U-086-2
C-029	C-280	E-092	G-106	K-019	P-260	U-091
C-043	D-015	E-093	G-127	K-020	P-276	U-103-1
C-064	D-018	E-099	G-135-2	K-046	P-280	U-105
C-080	D-019	E-116	G-146	K-118	P-283	U-137
C-086	D-028	E-229-1	G-149	K-185	P-285	U-138
C-092	D-038	E-239	G-151	K-199	Q-010	U-155
C-103	D-042	E-245	G-156	L-001	Q-014-1	V-084-2
C-113	D-054	E-260	G-164-2	L-078	Q-016	W-107
C-130	D-056	E-265	G-168	L-275	Q-018	X-009
C-154	D-070	F-010	G-172	M-184	Q-018-1	X-101
C-158	D-089	F-019	G-178	M-208	Q-050	X-116
C-160	D-098	F-028	G-179	M-299	Q-052	
C-174	D-106	F-049	G-187	N-091	Q-053-1	
C-180-1	D-108	F-052	H-029	N-206	Q-072	
C-192	D-137	F-073	H-103	O-029	T-004	
C-195	D-156	F-074	H-109	O-102	T-017-1	
C-208	D-186	F-103-1	H-120	O-266	T-053	

1500 30th Street ♦ West Des Moines, IA 50266

WATS 877/241-8003 ♦ Phone 515/224-4344 ♦ FAX 515-224-1385 ♦ email: email@calhounburns.com

#15b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: March 8, 2016

Weekly Agenda Date: March 15, 2016

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: **Consideration of permit for overhead or underground utilities in the Highway Right of Way.**

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

Consideration X

WORDING FOR AGENDA ITEM: Consideration of permit for installation of underground communications line within the Highway Right of Way for NIPCO on Ida Avenue.

EXECUTIVE SUMMARY: Permittee will be working within county right of way on a utility project. The line will be plowed into the backslope and bored under road crossings.

BACKGROUND: Work in the county ROW requires a permit from the Board of Supervisors per section 318.8 of the Code of Iowa.

FINANCIAL IMPACT: None

RECOMMENDATION: Recommend approval of application.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve permit to work in Highway Right of Way to place underground utilities for NIPCO on Ida Avenue.

Approved by Board of Supervisors March 3, 2015.

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

Chamberlain Hill

REQUEST BY APPLICANT:

Name Chad Barthman County Road Ida Ave
 Highway Ida Ave
 Township Grant
 City of Anthony
 Address 31002 L-38 LePore Lane
51031
 Office Phone 712 546 4141 Local Phone 712 540 0285 Section: SW 1/4 MMA Sec 18
 Type of Utility Installation Fiber underground direct T 87 N, R 44 W
 Plans Prepared By NIPCO Copy Enclosed Yes No
 Map Showing Location Enclosed Yes No
 Utility Location is cross right-of-way parallel to right-of-way
 overhead underground

Proposed Method of Installation

tunnel suspend on poles cased
 jack & bore suspend on towers trench
 open cut plow 3' depth bottom ditch or toe

Estimated Starting Date 6-1-16 Estimated Restoration Date 7-1-16

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

By [Signature] Title ROW/Safety
 (Signature of Authorized Utility Representative) Date 3-2-16

PERMIT APPROVAL BY PERMITTING AUTHORITY

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

By _____ Title _____
 (Signature of Woodbury County Board Chairman) Date _____

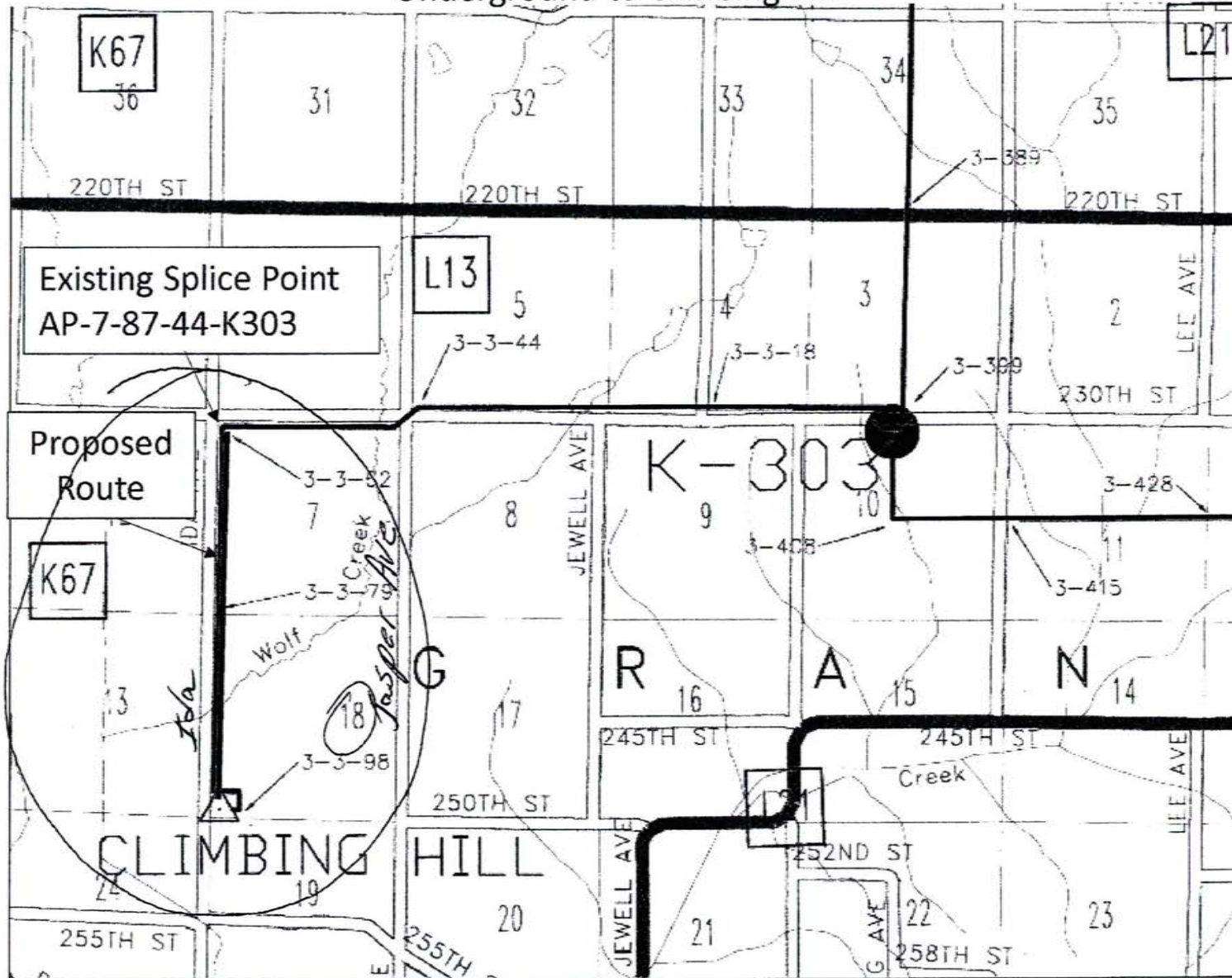
By _____ Title _____
 (Signature of Woodbury County Engineer) Date _____

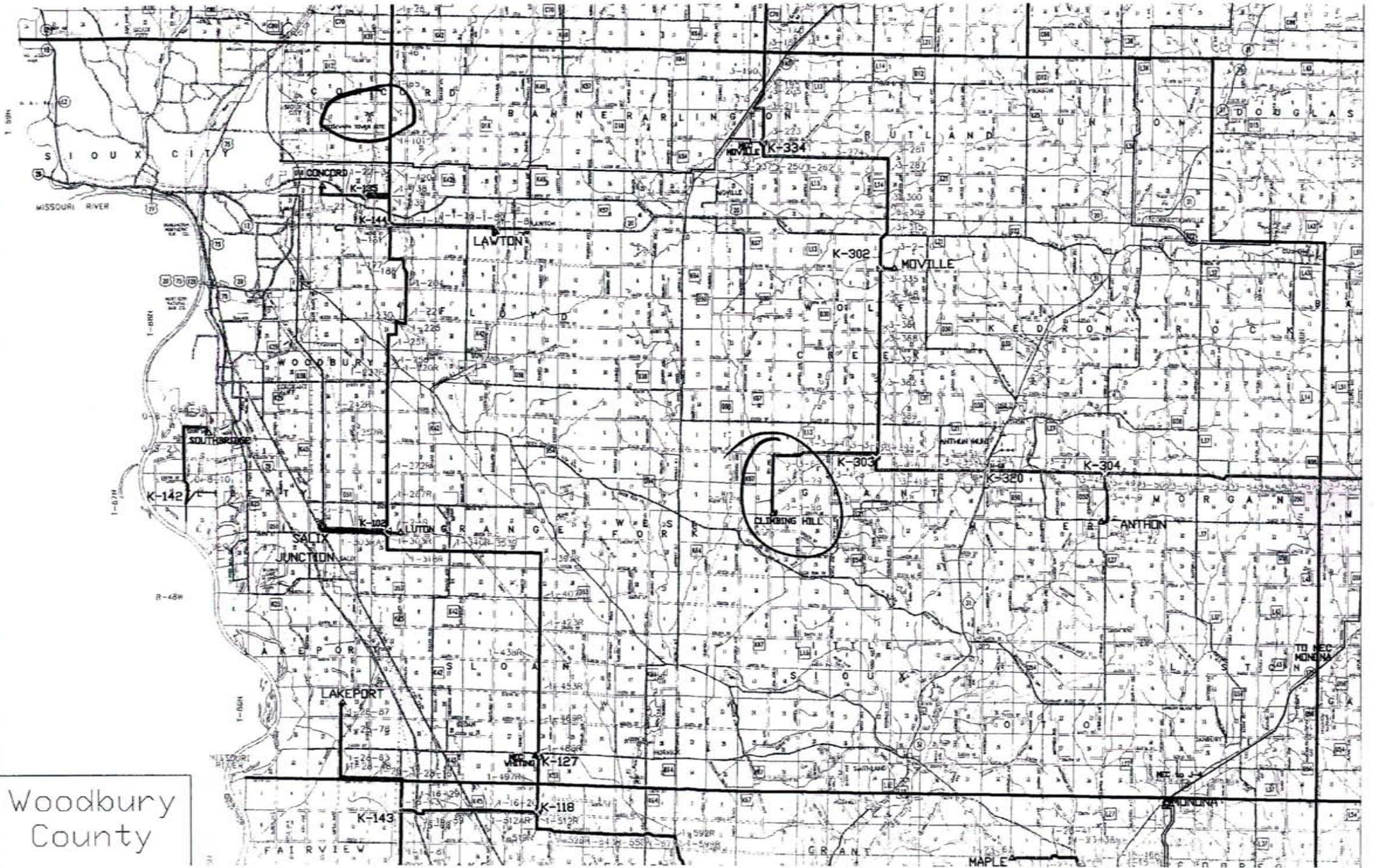
Other Special Provisions:

Permit Provisions and Conditions of Issuance

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

Underground to Climbing Hill





Woodbury
County

#15c

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

Date: March 8, 2016

Weekly Agenda Date: March 15, 2016

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: **Consideration of permit for overhead or underground utilities in the Highway Right of Way.**

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

Consideration X

WORDING FOR AGENDA ITEM: Consideration of permit for installation of underground communications line within the Highway Right of Way for NIPCO on Carroll Avenue and 120th Street

EXECUTIVE SUMMARY: Permittee will be working within county right of way on a utility project. The line will be plowed into the backslope and bored under road crossings.

BACKGROUND: Work in the county ROW requires a permit from the Board of Supervisors per section 318.8 of the Code of Iowa.

FINANCIAL IMPACT: None

RECOMMENDATION: Recommend approval of application.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve permit to work in Highway Right of Way to place underground utilities for NIPCO on Carroll Avenue and 120th Street.

Approved by Board of Supervisors March 3, 2015.

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

Six
TOWERS

REQUEST BY APPLICANT:

Name Chad Baughman County roads Highway 170th + Carrol
Address 31002 L-38 LeMans Ia 51031 Township Concord City of Sioux City

Office Phone 712 546 4141 Local Phone 712 540 0285 Section: $\frac{1}{4}$ of $\frac{1}{4}$ Sec 15, 16

Type of Utility Installation Fiber VPO ROW T 89 N, R 46 W

Plans Prepared By NIPCO Copy Enclosed Yes No

Map Showing Location Enclosed Yes No

Utility Location is cross right-of-way parallel to right-of-way
 overhead underground

Proposed Method of Installation

tunnel suspend on poles cased
 jack & bore suspend on towers trench
 open cut plow 3' depth Bottom or toe ditches

Estimated Starting Date 6-1-16 Estimated Restoration Date 8-1-16

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

By [Signature] Title ROW/Safety
(Signature of Authorized Utility Representative) Date 3-2-16

PERMIT APPROVAL BY PERMITTING AUTHORITY

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

By _____ Title _____
(Signature of Woodbury County Board Chairman)

Date _____

By _____ Title _____
(Signature of Woodbury County Engineer)

Date _____

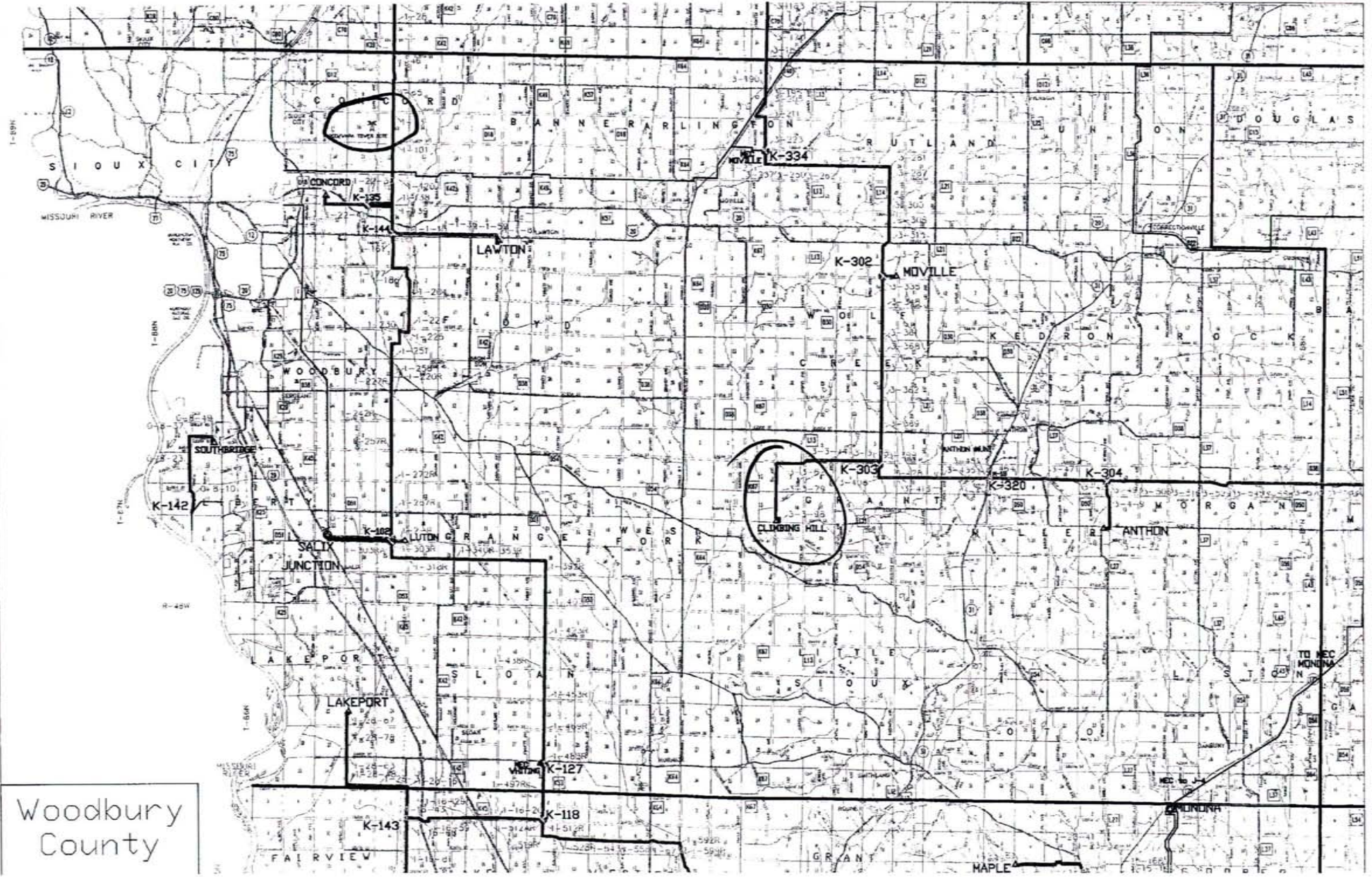
Other Special Provisions:

Permit Provisions and Conditions of Issuance

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

WAPA Sioux City Tower





Woodbury
County

#15d

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

Date: March 8, 2016

Weekly Agenda Date: March 15, 2016

DEPARTMENT HEAD / CITIZEN: Jered Jepsen, County Weed Commissioner

SUBJECT: **Consideration of Annual Weed Commissioner appointment**

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

Consideration X

WORDING FOR AGENDA ITEM: Consideration of annual weed commissioner appointment and report to Iowa Department of Agriculture.

EXECUTIVE SUMMARY: Under section 317.3 of the Code of Iowa, the board of supervisors of each county may annually appoint a county weed commissioner who may be a person otherwise employed by the county and who passes minimum standards established by the department of agriculture and land stewardship for noxious weed identification and the recognized methods for noxious weed control and elimination. The county weed commissioner's appointment shall be effective as of March 1 and shall continue for a term at the discretion of the board of supervisors unless the commissioner is removed from office as provided for by law. .

BACKGROUND: Resolution is passed annually by the Board of Supervisors.

FINANCIAL IMPACT: Weed commissioner services are budgeted items.

RECOMMENDATION: Recommend approval of the weed commissioner appointment resolution.

ACTION REQUIRED: Motion to approve the appointment of the weed commissioner.

Approved by Board of Supervisors March 3, 2015.

2016 COUNTY WEED COMMISSIONER CERTIFICATION
FORM

Weed Commissioner Jered Jepsen Pesticide Cert# 41681

County Woodbury

Address PO Box 74 3rd St

City Cushing, Ia Zip Code 51018

Office Phone Number w/Area Code 712 898 0822
(Or Commissioner's Office Phone, Co. Engineer or Bd. of Supervisors)

Signed _____ Date _____
Chair/President, County Board of Supervisors

PLEASE RETURN THIS FORM TO:

**IOWA DEPARTMENT OF AGRICULTURE AND LAND
STEWARDSHIP
State Weed Commissioner/Entomology & Plant Science
2230 South Ankeny Boulevard
Ankeny, Iowa 50023**

317.3 Weed commissioner -- standards for noxious weed control.

The board of supervisors of each county may annually appoint a county weed commissioner who may be a person otherwise employed by the county and who passes minimum standards established by the department of agriculture and land stewardship for noxious weed identification and the recognized methods for noxious weed control and elimination. The county weed commissioner's appointment shall be effective as of March 1 and shall continue for a term at the discretion of the board of supervisors unless the commissioner is removed from office as provided for by law. The county weed commissioner may, with the approval of the board of supervisors, require that commercial applicators and their appropriate employees pass the same standards for noxious weed identification as established by the department of agriculture and land stewardship. The name and address of the person appointed as county weed commissioner shall be certified to the county auditor and to the secretary of agriculture within ten days of the appointment. The board of supervisors shall fix the compensation of the county weed commissioner and deputies. In addition to compensation, the commissioner and deputies shall be paid their necessary travel expenses. At the discretion of the board of supervisors, the weed commissioner shall attend a seminar or school conducted or approved by the department of agriculture and land stewardship relating to the identification, control, and elimination of noxious weeds.

The board of supervisors shall prescribe the time of year the weed commissioner shall perform the powers and duties of county weed commissioner under this chapter which may be during that time of year when noxious weeds can effectively be killed. Compensation shall be for the period of actual work only although a weed commissioner assigned other duties not related to weed eradication may receive an annual salary. The board of supervisors shall likewise determine whether employment shall be by hour, day or month and the rate of pay for the employment time.

#15e

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

Date: March 8, 2016

Weekly Agenda Date: March 15, 2016

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: **Consider of award of bid for construction of project no. FEMA 9 & 14—73-97.**

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Give Direction Other: Informational Attachments

Consideration X

WORDING FOR AGENDA ITEM: Consider of award a bid for construction of project FEMA 9 & 14—73-97.

EXECUTIVE SUMMARY: This project is a continuation of FEMA repairs from the June 2014 flood event.

BACKGROUND: The Board received bids on March 8, 2016 and referred to the County Engineer for a recommendation of award.

FINANCIAL IMPACT: This work is funded with 75% FEMA, 10% State and 15% Local funds.

RECOMMENDATION: Approve the award for construction of project: FEMA 9 & 14—73-97 to Holly Brown Construction of Ponca Nebraska in the amount of \$55,741.64

ACTION REQUIRED: Motion to award project no. FEMA 9 & 14—73-97 to Holly Brown Construction of Ponca Nebraska.

Approved by Board of Supervisors March 3, 2015.

TABULATION OF BIDS

PROJECT NO. FEMA 9,FEMA14-73-97
 LETTING: TUESDAY, March 8, 2016
 Gaurdrail Repair and Culvert Replacement

NOTE: IN CASE OF MATHEMATICAL ERROR, UNIT PRICE SHALL GOVERN

		Engineer's Estimate		Holly Brown 88342 587 Ave. Pnca, Neb 68770		Clark Construction 408 Park Whiting Iowa 51063		Midwest contracting 2948 271st Ave. Marshall, Minn 56258		Summary	
				BID BOND		BID BOND		BID BOND			
ITEM NO	ITEM	QUANTITIES	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Clearing and Grubbing	0.22	Acres	*****	\$ 2,200.00	\$ 2,000.00	\$ 440.00	*****	\$ 3,300.00	*****	\$ 2,200.00
2	Embankment in Place, Contractor Furnish	480	C.Y.	\$ 20.00	\$ 9,600.00	\$ 10.00	\$ 4,800.00	\$ 16.00	\$ 7,680.00	\$ 14.00	\$ 6,720.00
3	Excavation Class 10 Roadway and Borrov	140	C.Y.	\$ 20.00	\$ 2,800.00	\$ 7.00	\$ 980.00	\$ 15.00	\$ 2,100.00	\$ 14.00	\$ 1,960.00
4	Excavation Class 12, Boulders or Rock Fr	20	C.Y.	\$ 90.00	\$ 1,800.00	\$ 15.00	\$ 300.00	\$ 100.00	\$ 2,000.00	\$ 15.00	\$ 300.00
5	Excavation Class 10, Channel	100	C.Y.	\$ 35.00	\$ 3,500.00	\$ 8.00	\$ 800.00	\$ 15.00	\$ 1,500.00	\$ 10.00	\$ 1,000.00
6	Removal of Existing Structure	1	L.S.	*****	\$ 4,000.00	\$ 500.00	\$ 500.00	*****	\$ 5,000.00	*****	\$ 2,500.00
7	Excavation Class 20	300	C.Y.	\$ 20.00	\$ 6,000.00	\$ 10.00	\$ 3,000.00	\$ 14.00	\$ 4,200.00	\$ 10.00	\$ 3,000.00
8	Structural Concrete (Curtain Wall)	6.33	C.Y.	*****	\$ 6,330.00	\$ 800.00	\$ 5,064.00	\$ 900.00	\$ 5,697.00	\$ 950.00	\$ 6,013.50
9	Reinforcing Steel, Epoxy Coated	300	LBS	\$ 5.00	\$ 1,500.00	\$ 2.00	\$ 600.00	\$ 6.00	\$ 1,800.00	\$ 5.00	\$ 1,500.00
10	Culvert, Corrugated Metal Roadway Pipe,	98	L.F.	\$ 280.00	*****	\$ 145.92	\$ 14,300.16	\$ 340.00	\$ 33,320.00	\$ 350.00	*****
11	Piles, Steel Sheet	192	S.F.	\$ 35.00	\$ 6,720.00	\$ 40.00	\$ 7,680.00	\$ 18.50	\$ 3,552.00	\$ 34.00	\$ 6,528.00
12	Revetment Class E	40	Ton	\$ 65.00	\$ 2,600.00	\$ 38.05	\$ 1,522.00	\$ 62.00	\$ 2,480.00	\$ 60.00	\$ 2,400.00
13	Safety Closure	2	Each	\$ 500.00	\$ 1,000.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,000.00	\$ 100.00	\$ 200.00
14	Traffic Control	1	L.S.	*****	\$ 3,500.00	\$ 2,400.00	\$ 2,400.00	*****	\$ 6,000.00	*****	\$ 2,000.00
15	Flaggers	4	Each	\$ 435.00	\$ 1,740.00	\$ 435.00	\$ 1,740.00	\$ 435.00	\$ 1,740.00	\$ 435.00	\$ 1,740.00
16	Mobilization	1	L.S.	*****	*****	\$ 6,500.00	\$ 6,500.00	*****	\$ 15,000.00	*****	*****
17	6' x 6" x 8" Wooden Guardrail Post	7	Each	\$ 120.00	\$ 840.00	\$ 150.00	\$ 1,050.00	\$ 200.00	\$ 1,400.00	\$ 95.00	\$ 665.00
18	Granular Surfacing - Class C Modified	70	Ton	\$ 48.00	\$ 3,360.00	\$ 26.65	\$ 1,865.50	\$ 58.00	\$ 4,060.00	\$ 30.00	\$ 2,100.00
19	Mulching	0.3	Acres	*****	\$ 1,500.00	\$ 3,333.33	\$ 999.990	*****	\$ 750.00	*****	\$ 1,050.00
20	Seeding and Fertilizing (Rural)	0.3	Acres	*****	\$ 1,500.00	\$ 3,333.33	\$ 999.990	*****	\$ 900.00	*****	\$ 1,050.00
				*****		\$ 55,741.64		*****		*****	

1) Holly Brown \$ 55,741.64
 2) Flewelling \$ 64,872.85
 3) Nelson & Rock \$ 75,446.00
 4) Midwest Contracti \$ 91,226.50
 5) Clark Constructio \$ 103,479.00
 6) LA Carlson \$ 121,149.00
 Engineer's Estimati \$ 98,930.00

TABULATION OF BIDS

PROJECT NO. FEMA 9,FEMA14-73-97
 LETTING: TUESDAY, March 8, 2016
 Gaurdrail Repair and Culvert Replacement

NOTE: IN CASE OF MATHEMATICAL ERROR, UNIT PRICE SHALL GOVERN

ITEM NO.	ITEM	QUANTITIES	UNITS	L.A. Carlson 20984 C43 Merrill, Iowa 51038-8674 BID BOND		Flewelling Earth Moving 2667 140th Street Moville, Iowa 50399 BID BOND		Nelson & Rock Contracting 23565 Hwy K45 Onawa, Iowa 51040 BID BOND		BID BOND	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Clearing and Grubbing	0.22	Acres	\$ 30,000.00	\$ 6,600.00	\$ 14,227.00	\$ 3,129.94	\$ 10,000.00	\$ 2,200.00	\$ -	\$ -
2	Embankment in Place, Contractor Furnish	480	C.Y.	\$ 30.00	\$ 14,400.00	\$ 29.00	\$ 13,920.00	\$ 10.00	\$ 4,800.00	\$ -	\$ -
3	Excavation Class 10 Roadway and Borrow	140	C.Y.	\$ 25.00	\$ 3,500.00	\$ 10.00	\$ 1,400.00	\$ 5.00	\$ 700.00	\$ -	\$ -
4	Excavation Class 12, Boulders or Rock Fragments	20	C.Y.	\$ 50.00	\$ 1,000.00	\$ 8.75	\$ 175.00	\$ 40.00	\$ 800.00	\$ -	\$ -
5	Excavation Class 10, Channel	100	C.Y.	\$ 12.00	\$ 1,200.00	\$ 3.00	\$ 300.00	\$ 6.00	\$ 600.00	\$ -	\$ -
6	Removal of Existing Structure	1	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 1,230.00	\$ 1,230.00	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -
7	Excavation Class 20	300	C.Y.	\$ 12.00	\$ 3,600.00	\$ 4.37	\$ 1,311.00	\$ 7.00	\$ 2,100.00	\$ -	\$ -
8	Structural Concrete (Curtain Wall)	6.33	C.Y.	\$ 1,500.00	\$ 9,495.00	\$ 555.00	\$ 3,513.15	\$ 1,000.00	\$ 6,330.00	\$ -	\$ -
9	Reinforcing Steel, Epoxy Coated	300	LBS	\$ 6.00	\$ 1,800.00	\$ 4.00	\$ 1,200.00	\$ 5.00	\$ 1,500.00	\$ -	\$ -
10	Culvert, Corrugated Metal Roadway Pipe, 72"	98	L.F.	\$ 190.00	\$ 18,620.00	\$ 199.60	\$ 19,560.80	\$ 190.00	\$ 18,620.00	\$ -	\$ -
11	Piles, Steel Sheet	192	S.F.	\$ 32.00	\$ 6,144.00	\$ 38.33	\$ 7,359.36	\$ 18.00	\$ 3,456.00	\$ -	\$ -
12	Revetment Class E	40	Ton	\$ 65.00	\$ 2,600.00	\$ 39.70	\$ 1,588.00	\$ 60.00	\$ 2,400.00	\$ -	\$ -
13	Safety Closure	2	Each	\$ 750.00	\$ 1,500.00	\$ 200.00	\$ 400.00	\$ 250.00	\$ 500.00	\$ -	\$ -
14	Traffic Control	1	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -
15	Flaggers	4	Each	\$ 435.00	\$ 1,740.00	\$ 435.00	\$ 1,740.00	\$ 435.00	\$ 1,740.00	\$ -	\$ -
16	Mobilization	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 2,500.00	\$ 2,500.00	\$ 17,500.00	\$ 17,500.00	\$ -	\$ -
17	6' x 6" x 8" Wooden Guardrail Post	7	Each	\$ 800.00	\$ 5,600.00	\$ 100.00	\$ 700.00	\$ 100.00	\$ 700.00	\$ -	\$ -
18	Granular Surfacing - Class C Modified	70	Ton	\$ 55.00	\$ 3,850.00	\$ 29.94	\$ 2,095.80	\$ 40.00	\$ 2,800.00	\$ -	\$ -
19	Mulching	0.3	Acres	\$ 7,500.00	\$ 2,250.00	\$ 2,333.00	\$ 699.90	\$ 2,000.00	\$ 600.00	\$ -	\$ -
20	Seeding and Fertilizing (Rural)	0.3	Acres	\$ 7,500.00	\$ 2,250.00	\$ 1,833.00	\$ 549.90	\$ 2,000.00	\$ 600.00	\$ -	\$ -
					\$ 121,149.00		\$ 64,872.85		\$ 75,446.00	\$ -	\$ -

#16

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: March 10, 2016

Weekly Agenda Date: March 15, 2016

DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

SUBJECT: **Chairman's Report**

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Give Direction Other: Informational Attachments

WORDING FOR AGENDA ITEM: Chairman's Report

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. Correctionville Rural Meeting. Correctionville Mayor Nathan Heilman let me know that Monday, April 18 would be a good day for the evening meeting. I will look for the Board's response.

b. Policy Review on Land and CIP Items. John Pylelo received a call about county-owned land not on a tax / sheriff sale. Joshua provided me with the opinion on the next page. I'm asking John to bring this forward to the Board. Post July 1, I believe it appropriate to have such inquiries routed to our full-time Public Bidder Heather Satterwhite. After this process is involved, there may want to be a policy (John mentioned) put forward on how to handle constituents who desire to purchase land in such a manner. As you can see from the e-mail there are various ways this could be handled. Also in conversation with Dennis, we may want to shore up policy on how we handle CIP items.

c. Long Range Planning with Janet Carl. Janet Carl will once again help lead department heads and elected officials to accomplish several initiatives: implementation of a Logic Model for continual process improvement; increased collaboration and cooperation with various departments servicing diverse functions; creation of a shared vision statement; several goals with a plan of action upon which leaders can gauge success. This will be an all-day event at Dorothy Pecaut.

d. April National Counties Month. At ISAC, it would be neat to tell our story, pass a resolution, have a 2-3 minute presentation from each of our various departments, show the following video <https://www.youtube.com/watch?v=j6y4J6PLkPg> and celebrate the work that counties do to help citizens in various communities across the nation. It would be neat to invite various groups to help us celebrate and become informed with a “local citizens college.” Thoughts?

e. 24/7 Lobbying Update. In addition to conversations with legislators and the lobby, the Board sent a signed-by-all letter to legislators. Supervisor Monson spoke with Sen. Gronstal. An article in the *Sioux City Journal* written with the help of information from the lead lobbyists and sheriff complemented our efforts. Letters were delivered on March 10. I had a meeting with the Speaker of the House, House Majority Leader, and others and feel prospects are good. SF 2190 passed 36-12 and was assigned to Ways and Means, making it funnel proof. We are hoping that a house-conforming amendment and passage allows us to move forward.

FINANCIAL IMPACT: None

RECOMMENDATION: Receive the information.

ACTION REQUIRED: None.

Heather Satterwhite - Re: Fwd: Sale of County Property

From: Heather Satterwhite
To: Jeremy Taylor
Subject: Re: Fwd: Sale of County Property

From: "Joshua Widman" <jwidman@woodburycountyiowa.gov>
Date: March 9, 2016 at 11:44:04 AM CST
To: "Jeremy Taylor" <JTAYLOR@woodburycountyiowa.gov>
Cc: "John Pylelo" <JPYLELO@woodburycountyiowa.gov>, "Matthew Ung" <MATTHEWUNG@woodburycountyiowa.gov>
Subject: Re: Sale of County Property

Jeremy,

The board has to comply with the provisions of Iowa Code Section 331.361 when selling an interest in real property. That section requires setting out the proposal in a resolution, publication, setting and holding a public hearing, and acting on the matter by resolution, among other things. It's generally the same procedure as when we sell a tax sale lot.

As alternatives to holding the auction at the BOS meeting, you could list property through a real estate agent or hold a live auction with an auctioneer or accept sealed bids. The key is that whatever sale method is used has to be approved via the process set out in 331.361.

If the Board is going to sell the property, you probably have to open it up to offers/bids from everyone, rather than a directed sale. We've typically only done directed sales when it's to a nonprofit group. The reason is that we have to get fair market value (except when there is a public purpose in the transaction) and that is hard to establish without putting it on the open market.

Joshua D. Widman
Assistant Woodbury County Attorney
620 Douglas Street #300
Sioux City, IA 51101

Phone: 712-279-6516

Fax: 712-279-6457

>>> Jeremy Taylor <jtaylor@woodburycountyiowa.gov> 3/9/2016 10:00 AM >>>

Joshua,

Could you please review the way forward if the Board should decide to look at the sale of this land? I assume that at some point (perhaps based on the way we proceed) that the policy committee may review.

Thanks.

Supervisor Jeremy Taylor
Chairman, Woodbury County

WOODBURY COUNTY JUVENILE DETENTION CENTER

Trosper-Hoyt Bldg.
822 Douglas St. - 4th Floor
Sioux City, Iowa 51101

Phone 712-279-6622
Email: molsen@sioux-city.org
Fax 712-234-2900

6:00 a.m.

6:00 p.m.

February, 2016

February 22, 2016		14
February 23, 2016	14	14
February 24, 2016	14	13
February 25, 2016	13	11
February 26, 2016	11	13
February 27, 2016	13	13
February 28, 2016	13	13

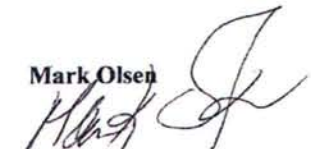
March, 2016

March 1, 2016 13

The Center averaged 13 residents per day during the 6:00 a.m. head count and 13 during the 6:00 p.m. count for a weekly average of 13 youth per day during the above week.

Of the thirteen clients detained on March 1, 2016 five or thirty eight percent were identified as gang members. Three were or fifty percent were identified as hard-core.

We detained one juvenile from Dakota County and two from the BIA.

Mark Olsen

Director
WCJDC
March 1, 2016

WOODBURY COUNTY JUVENILE DETENTION CENTER

Trosper-Hoyt Bldg.
822 Douglas St. - 4th Floor
Sioux City, Iowa 51101

Phone 712-279-6622
Email: molsen@sioux-city.org
Fax 712-234-2900

6:00 a.m.

6:00 p.m.

February, 2016

February 29, 2016

12

March, 2016

March 1, 2016

12

12

March 2, 2016

14

14

March 3, 2016

14

11

March 4, 2016

11

13

March 5, 2016

13

13

March 6, 2016

13

13

March 7, 2016

13

The Center averaged 12.9 residents per day during the 6:00 a.m. head count and 12.6 during the 6:00 p.m. count for a weekly average of 12.8 youth per day during the above week.

Of the thirteen residents detained on March 7, 2016, six or forty six percent were identified gang members. Of the six four or sixty seven percent were identified as hard-core members.

We are currently detaining four juveniles from the BIA and one from Dakota County.

Mark Olsen

**Director
WCJDC**

March 7, 2016

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

<u>DATE</u>	<u>Day</u>	<u>DAILY TOTAL</u>	<u>LEC</u>	<u>ELECTRONIC MONITORING</u>	<u>PRAIRIE HILLS</u>	<u>FEDERAL PRISONERS</u>
3/5/16	Saturday	242	219	23	0	15
3/6/16	Sunday	230	208	22	0	15
3/7/16	Monday	237	215	22	0	15
3/8/16	Tuesday	234	213	21	0	18
3/9/16	Wednesday	234	213	21	0	18
3/10/16	Thursday	237	215	22	0	18
3/11/16	Friday	242	221	21	0	18
		1656	1504	152	0	117
<u>24 HOUR DAILY COUNT</u>						
<u>DATE</u>	<u>TOTAL</u>	<u>MALE</u>	<u>FEMALE</u>			
3/5/16	275	224	51			
3/6/16	254	212	42			
3/7/16	252	224	28			
3/8/16	268	221	47			
3/9/16	249	209	40			
3/10/16	255	216	39			
3/11/16	263	221	42			
	1816	1527	289			
*Highest population count each day						