



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(AUGUST 30, 2016) (WEEK 35 OF 2016)

NOW LIVE STREAMING!



https://www.youtube.com/watch?v=7QQ0sePQEtI

Agenda and Minutes also available at
www.woodburycountyiowa.gov

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

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held August 30, 2016 at 4:30 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

This is a formal meeting during which the Board may take official action on various items of business. If you wish to speak on an item, please follow the seven participation guidelines adopted by the Board for speakers.

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

AGENDA

- 4:00 p.m. 1. Closed Session {Iowa Code Section 21.5 (1) C}
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 August 30, 2016 Action
5. Approval of the minutes of the August 23, 2016 meeting Action
6. Discussion and approval of claims Action
7. Good News Reports: Pat Gill Information
a. Recognize Mildred Davis, a long time Precinct Election Official for her years of service and acting as an able spokesperson for the Election's Office recruiting efforts
b. Woodbury County tax rate ranking is more competitive - Jeremy Taylor

- | | |
|---|-------------|
| 8. Human Resources – Ed Gilliland | |
| a. Approval of Memorandum of Personnel Transaction | Action |
| b. Approval of retiree request to remain on Health and Dental Insurance | Action |
| c. Approval of date and funding of the 2016 Annual Fall Safety Day | Action |
| d. Approval of the date and funding of the 2016 Health and Wellness Fair | Action |
| e. Approval to provide funding for wellness screenings to Woodbury County employees | Action |
| f. Approval to provide flu shots to Woodbury County employees | Action |
| g. Report back on Specialty Med Costs | Information |
| 9. Rural Economic Development – David Gleiser | |
| Approval of United Way of Siouxland Employee Contribution Campaign | Action |
| 10. County Auditor – Patrick Gill | |
| Approval of resolution establishing a new rate of pay for Woodbury County Precinct Election Officials | Action |
| 11. Building Services – Kenny Schmitz | |
| a. LEC & Trosper-Hoyt Buildings – Approval of Emergency Generators Contract | Action |
| b. LEC Facility Master Plan Long Term Study | Information |
| c. Woodbury County Courthouse exterior Terra Cotta report | Information |
| 12. Secondary Roads – Mark Nahra | |
| Consider approval of contract for propane for county buildings | Action |
| 13. Juvenile Detention – Mark Olsen | |
| Discussion and approval to sign contract with the Bureau of Indian Affairs for the temporary detention of tribal youths | Action |
| 14. Chairman’s Report | Information |
| a. Contract Negotiation pre-meeting September 13 CWA Corrections | |
| b. “Lean in 17” Initiative and Budgeting Process | |
| c. Projecting presentations and video issues | |
| d. Rural Economic Development and LEC Committees in the future | |
| e. Department Head meeting minutes | |
| f. Ag Expo Architect update | |
| 15. Reports on Committee Meetings | Information |
| 16. Citizen Concern | Information |
| 17. Board Concerns and Comments | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

| | | |
|-------------------------------|-------------------|---|
| THURSDAY, SEPTEMBER 1 | 5:00 p.m. | Conservation Board Meeting, Snyder Bend Park shelter. |
| TUESDAY, SEPTEMBER 6 | 4:45 p.m. | Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave. |
| WEDNESDAY, SEPTEMBER 7 | 12:00 noon | District Board of Health Meeting, 1014 Nebraska St. |
| MONDAY, SEPTEMBER 12 | 6:00 p.m. | Board of Adjustment meeting, Board of Supervisors' Chambers |
| | 7:00 p.m. | Sloan Town Hall Meeting, Sloan Community Hall, 423 Evans St. |
| WEDNESDAY, SEPT. 14 | 8:05 a.m. | Woodbury County Information Communication Commission, Board of Supervisors' Chambers |
| | 6:30 p.m. | 911 Service Board Meeting, Public Safety Center, Climbing Hill |
| | 8:00 p.m. | County's Mayor Association Meeting, Public Safety Center Climbing Hill |
| THURSDAY, SEPT. 15 | 11:00 a.m. | Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa |
| | 12:00 p.m. | SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa |
| | 7:00 p.m. | Siouxland Mental Health Center, Board Meeting, 625 Court Street |
| MONDAY, SEPT. 19 | 4:30 p.m. | Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue |
| WEDNESDAY, SEPT. 20 | 12:00 noon | Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa |
| | 10:00 a.m. | Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook Street |
| MONDAY SEPT. 26 | 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. |
| TUESDAY, SEPT. 27 | 2:00 p.m. | Decat Board Meeting, Western Hills AEA, Room F |
| | 1:30 p.m. | Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa |

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

Woodbury County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will consider reasonable accommodations for qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the Employer.

Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa Department of Transportation's civil rights coordinator. If you need accommodations because of a disability to access the Iowa Department of Transportation's services, contact the agency's affirmative action officer at 800-262-0003.

AUGUST 23, 2016 —THIRTYFIRST MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, August 23, 2016 at 4:15 p.m. Board members present were Monson, Ung (present by phone), Clausen, Taylor, and Smith. Staff members present were Dennis Butler, Budget/Tax Analyst, Karen James, Ed Gilliland, Human Resources Director and Patrick Gill, Auditor /Clerk to the Board.

1. The General Relief appeal hearing listed on the agenda did not occur because the appellant failed to appear.
2. The meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.
3. There were no citizen concerns.
4. Motion by Monson second by Taylor to approve the Agenda for August 23, 2016. Carried 5-0. Copy filed.
5. Motion by Clausen second by Monson to approve the minutes of the August 16, 2016 Board meeting. Carried 5-0. Copy filed.
6. Motion by Taylor second by Clausen to approve the claims totaling \$689,442.10. Carried 5-0. Copy filed.
7. Presentation of resolution thanking and commending Deputy Brad Rose for his exemplary service in Woodbury County. Copy filed.
8. Presentation of resolution thanking and commending Bernard Ketelsen for his years of service in Woodbury County. Copy filed.
- 9a. Good news report on Girls Inc. celebrates 30th year in Siouxland and County staff featured. Copy filed.
- 9b. Good news report on letter from U.S. Department of Justice (FBI) commending response to cyber security attack. Copy filed.
- 9c. Good news report on live streaming of Board of Supervisors meetings. Copy filed.
- 10a. Motion by Monson second by Clausen to approve the separation of Shane Funk, Temporary Summer Laborer, Secondary Roads Dept., effective 8-12-16. End of Temporary Work.; the separation of Dillon Hinrickson, Temporary Summer Laborer, Secondary Roads Dept., effective 8-12-16. End of Temporary Work.; the appointment of Adam Uhl, Motor Grader Operator, Secondary Roads Dept., effective 8-24-16, \$22.00/hour. Job Vacancy Posted 6-22-16. Entry Level Salary: \$22.00/hour.; the separation of Amber Lucht, Civilian Jailer, County Sheriff Dept., effective 8-28-16. Resignation.; and the reclassification of April Gardner, P/T Youth Worker, Juvenile Detention Dept., effective 9-04-16, \$22.60/hour. Per AFSCME Juvenile Detention Contract agreement, from Grade1/Step 3 to Grade 1/Step 4. Carried 5-0. Copy filed.
- 10b. Motion by Smith second by Monson to authorize the Chairperson to sign the Authorization to initiate the hiring process for Civilian Jailer, County Sheriff Dept., \$18.00/hour. Carried 5-0. Copy filed.
11. Information on Sioux Rivers Region future and liaisons meeting with DHS. Copy filed.
12. Motion by Taylor second by Ung to approve the repair/upgrade of all system HVAC components throughout the Courthouse and the LEC building in their entirety. Carried 5-0. Copy filed.
- 13a. Motion by Monson second by Taylor to approve and authorize the Chairperson to sign a Resolution to revise Woodbury County 2017 five year road program. Carried 5-0.

**RESOLUTION TO REVISE WOODBURY COUNTY
2017 FIVE YEAR ROAD PROGRAM
RESOLUTION #12,418**

Unforeseen circumstances have arisen since adoption of the approved Secondary Road Construction Program, and previous revisions, requiring changes to the sequence, funding and timing of the proposed work plan,

The Board of Supervisors of Woodbury County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2017), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

The following approved Priority Year projects shall be ADDED to the Program's Accomplishment year:

| Project Number Local ID TPMS # | Project Location Description of work | AADT Length NBIS # | Type Work Fund basis | Accomplishment Year (\$1000's of dollars) | |
|--|---|--------------------------|----------------------------|--|--|
| | | | | New amount | |
| LFM-(Dogwood Trail)--7X-97 Dogwood Trail Project TPMS ID: 35721 | On Dogwood Trail/K25, from Port Neal I-29 Overpass NE 0.8 Miles to Old Hwy 75/K45, in S5 T87 R47 City project - done by cooperative agreement | 0 0.608 | PCC Paving LOCAL | \$810 | |
| L-B(J-9)--73-97 Bridge J-9 replacement TPMS ID: 35722 | On 170TH ST, Over WOLF CREEK, from Jasper Avenue East 0.3 Miles to Jewell Avenue, on NLINE S8 T88 R44 Bridge damaged during June 17, 2016 storm event | 5 0 353461 | Bridges LOCAL | \$600 | |
| Totals | | | | \$1410 | |
| Fund ID | Accomplishment year (\$1000's of dollars) | | | | |
| | Previous Amount | New Amount | Net Change | | |
| Local Funds | \$2,315 | \$2,915 | \$600 | | |
| Farm to Market Funds | \$3,370 | \$3,370 | \$0 | | |
| Special Funds | \$2,330 | \$3,140 | \$810 | | |
| Federal Aid Funds | \$1,080 | \$1,080 | \$0 | | |
| Total construction cost (All funds) | \$9,095 | \$10,505 | \$1,410 | | |
| Local 020 Construction cost totals (Local Funds + BROS-8J FA funds) | \$2,315 | \$2,915 | \$600 | | |

WOODBURY COUNTY
Copy filed.

- 13b. Motion by Clausen second by Monson to approve the bill and payment voucher for material testing for project #STP-S-SO97(110)—5E-97. Carried 5-0. Copy filed.
- 13c. Motion by Monson second by Clausen to approve the certificate of completion for project #L-B(P260)—73-97. Carried 5-0. Copy filed.
- 13d. Motion by Monson second by Clausen to approve the contract and bond for the replacement of project #L-B(L212)—73-97 with Dixon Construction for \$238,096.50. Carried 5-0. Copy filed.

The Board recessed for a meeting of the Bennet McDonald Smithland Drainage District.

The Supervisors meeting was called back to order.

- 15. The Chairperson reported on day to day activities.
- 16. The Board members reported on their committee meetings.
- 17. There were no citizen concerns.
- 18. Board members presented their concerns and comments.

The Board adjourned the regular meeting until August 30, 2016.

Meeting sign in sheet. Copy filed.

From the March 2015 Woodbury County Envision 2050

Table ES.2 - Comparison of Tax Levies in Iowa Counties within a 100-Mile Radius

| County | Largest City | County Tax Rate (\$/\$1,000) | County Tax Rate Rank |
|---------------|-----------------|---------------------------------|-------------------------|
| Pottawattamie | Council Bluffs | \$12.25423 | 1 |
| Woodbury | Sioux City | \$11.41571 | 2 |
| Calhoun | Rockwell City | \$11.01865 | 3 |
| Audubon | Audubon | \$10.95460 | 4 |
| Palo Alto | Emmetsburg | \$10.64670 | 5 |
| Harrison | Missouri Valley | \$10.60221 | 6 |
| Pocahontas | Pocahontas | \$10.45953 | 7 |
| Cass | Atlantic | \$10.16462 | 8 |
| Emmet | Estherville | \$10.13275 | 9 |
| Monona | Onawa | \$10.02418 | 10 |
| Buena Vista | Storm Lake | \$9.98018 | 11 |
| Crawford | Denison | \$9.95614 | 12 |
| Clay | Spencer | \$9.66461 | 13 |
| Mills | Glenwood | \$9.60974 | 14 |
| Osceola | Sibley | \$9.40120 | 15 |
| Greene | Jefferson | \$9.20000 | 16 |
| O'Brien | Sheldon | \$9.11865 | 17 |
| Sac | Sac City | \$9.08685 | 18 |
| Shelby | Harlan | \$8.72937 | 19 |
| Lyon | Rock Rapids | \$8.48748 | 20 |
| Cherokee | Cherokee | \$8.40945 | 21 |
| Plymouth | Le Mars | \$7.92096 | 22 |
| Guthrie | Guthrie Center | \$7.80530 | 23 |
| Sioux | Sioux Center | \$7.39350 | 24 |
| Carroll | Carroll | \$6.71307 | 25 |
| Ida | Ida Grove | \$5.40000 | 26 |
| Dickinson | Spirit Lake | \$5.05006 | 27 |

Comparative County Tax Rate Analysis

The County property tax levy in unincorporated portions of Woodbury County is \$11.41571 per \$1,000 of taxable valuation. **Table ES.2** lists the tax levies of Iowa counties within 100 miles of Woodbury County. As evidenced, Woodbury County has the second highest County levy among Iowa counties that were compared.

Given these tax rates are high relative to surrounding Iowa counties and to Nebraska and South Dakota for reasons outside the County's control (i.e. different rollback percentages, lack of state income tax in South Dakota, etc.), the Board of Supervisors desires to use some LPURA TIF revenues for property tax relief to make the County a more competitive place to live and do business.

Comparison of Unincorporated Tax Levies in Iowa
Counties within a 100 Mile Radius

| County | Largest City | FY15 Tax Rate | Rank | County | Largest City | FY16 Tax Rate | Rate | County | Largest City | FY17 Tax Rate | Rate |
|---------------|-----------------|---------------|------|---------------|-----------------|---------------|------|---------------|-----------------|---------------|------|
| Pottawattamie | Council Bluffs | \$12.25423 | 1 | Pottawattamie | Council Bluffs | \$11.67628 | 1 | Pottawattamie | Council Bluffs | \$12.02066 | 1 |
| Woodbury | Sioux City | \$11.41571 | 2 | Audobon | Audobon | \$11.25973 | 2 | Palo Alto | Emmetsburg | \$10.93487 | 2 |
| Calhoun | Rockwell City | \$11.01865 | 3 | Calhoun | Rockwell City | \$11.01009 | 3 | O'Brien | Sheldon | \$10.78300 | 3 |
| Audobon | Audobon | \$10.95460 | 4 | Woodbury | Sioux City | \$10.49610 | 4 | Harrison | Missouri Valley | \$10.63901 | 4 |
| Palo Alto | Emmetsburg | \$10.64670 | 5 | Palo Alto | Emmetsburg | \$10.46963 | 5 | Woodbury | Sioux City | \$10.63891 | 5 |
| Harrison | Missouri Valley | \$10.60221 | 6 | Buena Vista | Storm Lake | \$10.29141 | 6 | Audobon | Audobon | \$10.61969 | 6 |
| Pocahontas | Pocahontas | \$10.45953 | 7 | O'Brien | Sheldon | \$10.10096 | 7 | Buena Vista | Storm Lake | \$10.26536 | 7 |
| Cass | Atlantic | \$10.16462 | 8 | Crawford | Denison | \$9.90505 | 8 | Calhoun | Rockwell City | \$10.26022 | 8 |
| Emmet | Estherville | \$10.13275 | 9 | Emmet | Estherville | \$9.84371 | 9 | Monona | Onawa | \$10.02416 | 9 |
| Monona | Onawa | \$10.02418 | 10 | Harrison | Missouri Valley | \$9.81429 | 10 | Emmet | Estherville | \$10.91362 | 10 |
| Buena Vista | Storm Lake | \$9.98018 | 11 | Pocahontas | Pocahontas | \$9.78104 | 11 | Cass | Atlantic | \$9.79402 | 11 |
| Crawford | Denison | \$9.95614 | 12 | Cass | Atlantic | \$9.75928 | 12 | Pocahontas | Pocahontas | \$9.76166 | 12 |
| Clay | Spencer | \$9.66461 | 13 | Clay | Spencer | \$9.63069 | 13 | Clay | Spencer | \$9.66153 | 13 |
| Mills | Glenwood | \$9.60974 | 14 | Monona | Onawa | \$9.56959 | 14 | Mills | Glenwood | \$9.63157 | 14 |
| Osceola | Sibley | \$9.40120 | 15 | Mills | Glenwood | \$9.40832 | 15 | Crawford | Denison | \$9.60604 | 15 |
| Greene | Jefferson | \$9.20000 | 16 | Oseola | Sibley | \$9.24825 | 16 | Oseola | Sibley | \$9.24741 | 16 |
| O'Brien | Sheldon | \$9.11865 | 17 | Shelby | Harlan | \$8.92737 | 17 | Shelby | Harlan | \$9.05717 | 17 |
| Sac | Sac City | \$9.08685 | 18 | Lyon | Rock Rapids | \$8.90908 | 18 | Lyon | Rock Rapids | \$9.03845 | 18 |
| Shelby | Harlan | \$8.72937 | 19 | Sac | Sac City | \$8.85636 | 19 | Sac | Sac City | \$8.88505 | 19 |
| Lyon | Rock Rapids | \$8.48748 | 20 | Greene | Jefferson | \$8.84000 | 20 | Greene | Jefferson | \$8.80000 | 20 |
| Cherokee | Cherokee | \$8.40945 | 21 | Cherokee | Cherokee | \$7.98000 | 21 | Cherokee | Cherokee | \$8.65000 | 21 |
| Plymouth | Le Mars | \$7.92096 | 22 | Plymouth | Le Mars | \$7.87958 | 22 | Plymouth | Le Mars | \$7.91106 | 22 |
| Guthrie | Guthrie Center | \$7.80530 | 23 | Guthrie | Guthrie Center | \$7.33659 | 23 | Guthrie | Guthrie Center | \$7.53430 | 23 |
| Sioux | Sioux Center | \$7.39350 | 24 | Sioux | Sioux Center | \$7.13191 | 24 | Sioux | Sioux Center | \$7.30476 | 24 |
| Carroll | Carroll | \$6.71307 | 25 | Carroll | Carroll | \$6.86273 | 25 | Carroll | Carroll | \$6.83420 | 25 |
| Ida | Ida Grove | \$5.40000 | 26 | Ida | Ida Grove | \$4.90000 | 26 | Dickinson | Spirit Lake | \$5.01654 | 26 |
| Dickinson | Spirit Lake | \$5.05006 | 27 | Dickinson | Spirit Lake | \$4.82207 | 27 | Ida | Ida Grove | \$5.00000 | 27 |

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: August 30, 2016

* PERSONNEL ACTION CODE:

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

| NAME | DEPARTMENT | EFFECTIVE DATE | JOB TITLE | SALARY REQUESTED | % INCREASE | * | REMARKS |
|-------------------|-----------------|----------------|--------------------------------------|------------------|-----------------|---|---|
| Schroeder, Toby | Secondary Roads | 8-19-16 | Temporary Summer Laborer | | | S | End of Temporary Work. |
| Widman, Joshua | County Attorney | 9-12-16 | Asst. County Attorney | \$78,917/year | 0% | T | Transfer from Asst. Co. Attorney-Civil Division to Misdemeanor Criminal Division. |
| Sills, Abigail | County Attorney | 9-13-16 | Asst. County Attorney-Civil Division | \$55,721/year | | A | Job Vacancy Posted 7-6-16. Entry Level Salary: \$55,721/year. |
| Shupe, Douglas | Secondary Roads | 9-14-16 | District Foreman | \$65,221/year | 2%=\$1,373/yr | R | Per Wage Plan Matrix, 4 year Salary Increase. |
| Timmins, Kristine | Secondary Roads | 9-17-16 | Asst. County Attorney | \$93,720/year | 6.7%=\$5,942/yr | R | Per AFSCME Asst. County Attorney Contract agreement, from Step 11 to Step 12. |
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APPROVED BY BOARD DATE:

ED GILLILAND, HR DIRECTOR:



WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County
FROM: Ed Gilliland, Human Resources Director
SUBJECT: Memorandum of Personnel Transactions
DATE: August 30, 2016

For the August 30, 2016 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) Secondary Roads Temporary Summer Laborer, End of Temporary Work.
- 2) Asst. County Attorney, Transfer from Civil Division to Misdemeanor Division.
- 3) Asst. County Attorney-Civil Division, Appointment.
- 4) Secondary Roads District Foreman, Wage Plan Matrix Salary Increase.
- 5) Asst. County Attorney, from Step 11 to Step 12.

Ed G

Thank you

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

Date: 8-25-2016

Weekly Agenda Date: 8-30-16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ed Gilliland

WORDING FOR AGENDA ITEM:

Approval of Retiree Request to Remain on Health & Dental Insurance, Discussion and Action.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Attached please find a letter from Jean Jessen with the Auditor's Department. Ms. Jessen will be retiring effective 9-30-16. She is requesting Board Approval to have the Health and Dental Insurance Plans for herself and her spouse, at her own expense.

BACKGROUND:

FINANCIAL IMPACT:

Retiree pays premiums.

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

Yes No

RECOMMENDATION:

My recommendation is to approve the retiree request.

ACTION REQUIRED / PROPOSED MOTION:

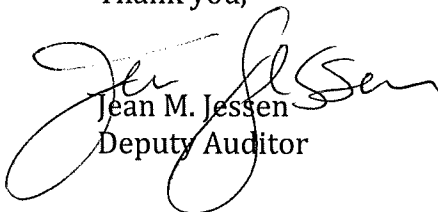
Motion to approve retiree request to remain on the health and dental insurance for herself and spouse.

August 19,

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

I will be retiring on September 30, 2016 and wish to remain on the Woodbury County Health Insurance and Dental plans following my retirement. I would like to remain on family coverage for both. I understand this will be at my own expense.

Thank you,


Jean M. Jessen
Deputy Auditor

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

#8c

Date: 08/25/2016

Weekly Agenda Date: 08/30/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ed Gilliland

WORDING FOR AGENDA ITEM:

Approval of date and funding of the 2016 Annual Fall Safety Day

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Woodbury County provides Safety Training on an annual basis to all Secondary Roads and Conservation Employees. This all day training provides the required annual training, as well as touches on a wide variety of safety information topics. It will be held on November 3, 2016 at the Dorothy Pecaut Nature Center.

BACKGROUND:

This has been approved in the past.

FINANCIAL IMPACT:

Breakfast and lunch provided will be the same cost as last year, \$860.

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the Annual Fall Safety training date of and financial impact.

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

#8d

Date: 08/25/2016

Weekly Agenda Date: 8/30/16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ed Gilliland

WORDING FOR AGENDA ITEM:

Approval of the date and funding of the 2016 Health and Wellness Fair

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The annual Woodbury County Health and Wellness Fair for all employees, department heads, and elected officials will be November 15, 2016 from 10:00 am thru 2:00 pm in the atrium of the Courthouse.

BACKGROUND:

A healthy lunch will be served from 11:00 am thru 1:30 pm in the cafeteria of the Courthouse basement. There will be over 30 vendors attending the fair with drawings and handouts for all the employees. In the past the employees were given 1 hour to attend the fair. This includes ½ hour to visit the fair and ½ hour for lunch. The employees are to document the ½ hour lunch as usual for any lunch break.

The healthy lunch consists of:

- Loose meat on wheat bun
- Pulled Pork on wheat bun
- Baked Beans
- Baked potato chips with fresh salsa
- Fresh fruit
- Fresh vegetables
- Bottled water

FINANCIAL IMPACT:

225 meals x \$5.00 each = \$1,125.00 which is the same as last year. Any leftover food or meals have been donated to the mission or soup kitchen.

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the date and financial impact of the Annual Health Fair.

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

Date: 08/25/16

Weekly Agenda Date: 08/30/16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ed Gilliland

WORDING FOR AGENDA ITEM:

Approval to provide funding for wellness screenings to Woodbury County employees

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Wellness screens for all Woodbury County Employees and spouses including 6 different types of screening, blood pressure, BMI, Body Fat, Waist Circumference, and the personal health report.

BACKGROUND:

These screenings have been approved in the past.

FINANCIAL IMPACT:

Please see attached schedule

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Employee Wellness Screenings.

Woodbury County Employee Wellness Program Components

August 2016

The Wellness Blood Profile screening requires a 9-12 hour fast prior to your appointment. Please be well hydrated for this screening. Water is recommended. You should avoid alcohol 24 hours prior to your appointment.

All participants will receive the following assessments:

- ***Blood Pressure:*** This simple screening is highly recommended as part of any health event.
- ***Body Mass Index (BMI):*** This is the relationship between height and weight that is associated with body fat and health risk.
- ***Body Fat (hand held):*** *This monitor uses bioelectric impedance to measure your body fat versus lean body weight.*
- ***Waist Circumference:*** Waist circumference is one of the most practical tools to assess abdominal fat for chronic disease risk.
- ***MyBioCheck and personal report card: (\$7.00)*** a biometric health risk assessment application designed for the iPad. The application generates an individual report card for each participant which explains the results and provides simple action steps for improvement.

Wellness Blood Profile (all participants) (\$35.00-- includes blood pressure, BMI, body fat and waist circumference)

Over 25 blood chemistry components are included in this profile. This includes total cholesterol, HDL, LDL, triglycerides, glucose, a complete blood count (white and red blood cell counts) as well as kidney and liver function components. The results can be used to help identify health problems such as diabetes, heart disease, as well as kidney and liver disease.

This blood profile requires a 9-12 hour fast prior to your appointment. Water is recommended as it helpful to be well-hydrated for this venous blood draw. You are advised to avoid alcohol 24 hours prior to your appointment.

Hemoglobin A1C (HbA1C) Screening (all participants) (\$25.00)

An HbA1C lab test reflects the average amount of sugar in the blood over the past 3 months. It shows how well blood glucose (blood sugar) is controlled. The normal level is less than 6%. Most people with diabetes should have an HbA1C of less than 7%. Higher numbers mean that one's diabetes control is not as good.

TSH (all participants) (\$18.00)

The Thyroid-Stimulating Hormone (TSH) is a venous blood test that is considered the frontline test to evaluate thyroid hormone levels. Low thyroid hormones can contribute to the "slowing down" of bodily functions. As many as 10% of women have hypothyroidism.

Vitamin D Test (all participants) (\$40.00)

The 25-hydroxy vitamin D test is the most accurate way to measure how much vitamin D is in one's body. Lower than normal levels suggest a deficiency, often developed from a lack of exposure to sunlight, a lack of adequate vitamin D in the diet, liver and/or kidney diseases and malabsorption of certain medicines.

PSA Screening (men over age 50 or family history) (\$28.00)

The prostate-specific antigen (PSA) is a protein produced by the cells of prostate gland. The PSA test measures the level of PSA in the blood. A venous blood sample is taken and the amount of PSA is measured in a laboratory. The PSA screening is recommended for males age 50 and older.

Individual Health Coaching or Additional Screening such as bone density, posture screening, flexibility sit n reach (\$55.00 per hour)

Health Coaching is provided by a trained Health Coach at various locations. Includes goal setting and follow-up.

Mileage will be charged at current government rate to outlying areas. (Moville, Climbing Hill, Correctionville and other out of town locations as requested)

Additional Wellness Services Included in Pricing Listed above:

Promotion of wellness screening and coaching sessions

Group Health Report with review and recommendations from Mercy Business Health Services staff

Physician review of all venous blood draws with recommendations for personal healthcare provider

Three complimentary 30 minute health presentations by Mercy professionals

Advance notice of Mercy low-cost health screens and health events.

Monthly Mind/Body health articles to share with employees.

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

#8f

Date: 8/25/2016

Weekly Agenda Date: 8/30/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ed Gilliland

WORDING FOR AGENDA ITEM:

Approval to provide flu shots to Woodbury County employees

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The request is to provide Woodbury County Employees with flu shots at no cost to them, and at our cost to family members.

BACKGROUND:

This was approved in previous years.

FINANCIAL IMPACT:

\$23.00 per flu shot.

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve flu shots for Woodbury County Employees.

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

Date: 8-25-2016

Weekly Agenda Date: 8-30-2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ed Gilliland

WORDING FOR AGENDA ITEM:

Information only.
Report back on Specialty Med Costs

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

We initiated a program to help us better control Specialty Med costs while attempting to provide our employees with better education regarding the use and effect of the Specialty Medicine their physician prescribed.

BACKGROUND:

Costs have been going up and our job is to find ways to control costs within the specifications of our various Collective Bargaining Contracts. We chose to implement the Specialty Medical costs because there would be little inconvenience to the employee and some savings to us now with greater savings in the future. The idea was also that we would be providing greater education to the employee regarding the use of their medicine through the pharmacies that deal regularly with the specialty meds. Availability of the meds should also be enhanced.

FINANCIAL IMPACT:

On the positive side we have fewer people using the Specialty Meds this year than last year. Currently we only have 6 people. Last year we had one individual with over \$100,000 in claims from one short series of Specialty Meds. Since the implementation of the program (5 months) we have only spent \$102,000. We are on a pace to spend over \$250,000 this year. We have saved a small amount, somewhere in the \$5,000 to \$10,000 range so far and will project savings of around \$20,000 for the year. Wellmark is rolling out some new reporting that I will be trained in next week that should help us further understand where we are.

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

Yes No

RECOMMENDATION:

Continue the program and look for other ways to trim costs.

ACTION REQUIRED / PROPOSED MOTION:

This is a report back on usage.

Woodbury County Specialty RX 8.2016

Data as of : 07/31/2016

Settled Reporting Period : (Current Mar YTD)

Metrics : (Prescription Count)

Account Group Billing Unit : (00017570-WOODBURY COUNTY)

Final Adjustment Flag : (Yes)

Line of Business Rollup Code (T) : (3 - Drug Card, 4 - CMM Drug)

Specialty Drug Flag : (Yes)

Certificate Number Scrambled and Member Number : ascending

Drug Brand Name : ascending

| Certificate Number Scrambled and Member Number | Specialty Drug Flag | Incurred Date | Drug Brand Name | Provider Savings | Member Liability | Claims Paid | Provider Name |
|--|---------------------|---------------|---------------------------|--------------------|------------------|---------------------|----------------------|
| 3Y09YHYRE12 | Y | 03/08/2016 | NORDITROPIN FLEXP | \$1,339.48 | \$0.00 | \$3,024.67 | HY-VEE PHARMACY SOL |
| 3Y09YHYRE12 | Y | 04/07/2016 | NORDITROPIN FLEXP | \$1,339.48 | \$0.00 | \$3,024.67 | HY-VEE PHARMACY SOL |
| 3Y09YHYRE12 | Y | 05/06/2016 | NORDITROPIN FLEXP | \$1,339.48 | \$0.00 | \$3,024.67 | HY-VEE PHARMACY SOL |
| 3Y09YHYRE12 | Y | 06/08/2016 | NORDITROPIN FLEXP | \$1,339.48 | \$0.00 | \$3,024.67 | HY-VEE PHARMACY SOL |
| 3Y09YHYRE12 | Y | 07/06/2016 | NORDITROPIN FLEXP | \$1,339.48 | \$0.00 | \$3,024.67 | HY-VEE PHARMACY SOL |
| 7SGL05S7G01 | Y | 03/09/2016 | ENBREL SURECLICK | \$738.28 | \$0.00 | \$3,780.84 | HY-VEE PHARMACY SOL |
| 7SGL05S7G01 | Y | 05/11/2016 | ENBREL SURECLICK | \$738.28 | \$0.00 | \$3,780.84 | HY-VEE PHARMACY SOL |
| 7SGL05S7G01 | Y | 04/14/2016 | ENBREL SURECLICK | \$738.28 | \$0.00 | \$3,780.84 | HY-VEE PHARMACY SOL |
| 7SGL05S7G01 | Y | 06/07/2016 | ENBREL SURECLICK | \$738.28 | \$0.00 | \$3,780.84 | HY-VEE PHARMACY SOL |
| 7SGL05S7G01 | Y | 07/06/2016 | ENBREL SURECLICK | \$363.99 | \$0.00 | \$4,155.13 | HY-VEE PHARMACY SOL |
| 8380D538L11 | Y | 03/08/2016 | HUMIRA PEN | \$0.00 | \$0.00 | \$0.00 | QUALITY SPECIALTY PH |
| 8380D538L11 | Y | 03/21/2016 | HUMIRA PEN | \$0.00 | \$0.00 | \$0.00 | QUALITY SPECIALTY PH |
| 8380D538L11 | Y | 05/08/2016 | HUMIRA PEN | \$1,145.26 | \$0.00 | \$3,865.13 | WALGREENS 00950 |
| 8380D538L11 | Y | 05/31/2016 | HUMIRA PEN | \$0.00 | \$0.00 | \$3,781.91 | CAREMARK SPECIALTY P |
| HG3G1R3R711 | Y | 05/31/2016 | HUMIRA PEN | \$1,503.64 | \$0.00 | \$7,700.52 | HY-VEE PHARMACY SOL |
| HG3G1R3R711 | Y | 06/27/2016 | HUMIRA PEN | \$895.31 | \$0.00 | \$8,308.85 | HY-VEE PHARMACY SOL |
| HG3G1R3R711 | Y | 07/26/2016 | HUMIRA PEN | \$1,622.43 | \$0.00 | \$8,308.85 | HY-VEE PHARMACY SOL |
| HG3G1R3R711 | Y | 05/09/2016 | HUMIRA PEN-CROHNS DISEASE | \$2,255.48 | \$455.35 | \$11,095.47 | HY-VEE PHARMACY SOL |
| ISNNIKJ0L01 | Y | 03/04/2016 | COPAXONE | \$0.00 | \$36.99 | \$6,455.42 | CAREMARK SPECIALTY P |
| ISNNIKJ0L01 | Y | 04/14/2016 | COPAXONE | \$0.00 | \$0.00 | \$6,492.41 | CAREMARK SPECIALTY P |
| KA4IVIJ6601 | Y | 04/06/2016 | HUMIRA PEN | \$585.73 | \$0.00 | \$3,850.26 | HY-VEE PHARMACY 1614 |
| KA4IVIJ6601 | Y | 05/18/2016 | HUMIRA PEN | \$751.82 | \$0.00 | \$3,850.26 | HY-VEE PHARMACY SOL |
| KA4IVIJ6601 | Y | 06/28/2016 | HUMIRA PEN | \$447.65 | \$0.00 | \$4,154.43 | HY-VEE PHARMACY SOL |
| Query Total | 23 | | | \$19,221.83 | \$492.34 | \$102,265.35 | |

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

#9

Date: 8/23/16 Weekly Agenda Date: 8/30/16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: David Gleiser, RED Director

WORDING FOR AGENDA ITEM:

Approval of United Way of Siouxland Employee Contribution Campaign

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 type="checkbox"/> |

EXECUTIVE SUMMARY:

County employees are raising funds for the United Way of Siouxland Community Impact Fund, which supports Education, Income, and Health initiatives for families in Siouxland.

BACKGROUND:

Last year the Board approved \$700 and 2 days of paid time off for the employee contribution campaign. Last year County employees donated \$19,770 in contributions.

FINANCIAL IMPACT:

\$700

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

Yes No

RECOMMENDATION:

Provide a budget of \$700 and 2 days (16 hours) of paid time off for the employee contribution campaign.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve \$700 and 2 days (16 hours) of paid time off for the employee contribution campaign.

Woodbury County

| | | | | | |
|---------------------------|-------------------------|---|-------------------|----------------------|-----------------------------|
| Contacts | | 620 Douglas St. Rm 106 | | Account#: 44560 | |
| Chief Executive Officer | | Sioux City, Iowa 51101 | | Ext. Account: 27451 | |
| Monson, Mr. Mark | | United States | | Unions: No | |
| Employee Campaign Manager | | Business # : (712) 279-6525 | | | |
| Abell, Tonia | | FAX Number : (unknown) | | | |
| Structure Nodes: | | | | | |
| Campaign Type | Campaign Account | Structure Node | | | |
| All | All Campaigns | 2017/MAIN/UW Campaign/Major A/Local Government (5866) | | | |
| Corporate Giving: | | % | # of | Per | Total Giving: |
| Year | Pledges | Chg | Empl | Capita | Pledges |
| 2017 | 0 | 0.0% | 418 | 0.00 | 0 |
| 2016 | 0 | 0.0% | 418 | 0.00 | 19,770 |
| 2015 | 0 | 0.0% | 418 | 0.00 | 20,686 |
| 2014 | 0 | 0.0% | 418 | 0.00 | 18,332 |
| 2013 | 0 | 0.0% | 418 | 0.00 | 21,929 |
| Employee Giving: | | % | S/E and | % | .. # |
| Year | Pledges | Special | Employee | Chg | Of .. |
| | | Events | | | Donor |
| | | | | | Part |
| | | | | | Avg. |
| | | | | | Gift |
| | | | | | Per |
| | | | | | Capita |
| 2017 | 0 | 0 | 0 | -100.0% | 418 |
| 2016 | 19,770 | 0 | 19,770 | -4.43% | 418 |
| 2015 | 20,686 | 0 | 20,686 | 12.84% | 418 |
| 2014 | 18,332 | 0 | 18,332 | -16.4% | 418 |
| 2013 | 21,628 | 301 | 21,929 | 0.0% | 418 |
| | | | | | 171 |
| | | | | | 40.91% |
| | | | | | 126.48 |
| | | | | | 51.74 |
| Leaders: | | | | | |
| Type | 2017 | % | 2016 | % | 2015 |
| | | | | | % |
| | | | | | 2014 |
| | | | | | % |
| | | | | | 2013 |
| | | | | | % |
| Total Leaders | 0 | -100.0% | 13 | 8.33% | 12 |
| Leader \$ | 0 | -100.0% | 7,592 | 17.15% | 6,480 |
| | | | | | 50.0% |
| | | | | | 30.5% |
| | | | | | 4,966 |
| | | | | | -4.02% |
| | | | | | 5,174 |
| Techniques: (none) | | | | | |
| Recognition | Year | Campaign | Delivery/ | Deli. Method/ | Deli. By/ |
| Type/Level | | | Lvl-C Date | Auto Assigned | Event Account |
| | | | | | Delivered By/ |
| | | | | | Occurrence |
| Giving Cards | 2016 | United Way Camp | | *Unknown | Hass Lou Ann |
| | | | | No | 31 |
| Giving Cards | 2015 | United Way Camp | | *Unknown | Hass Lou Ann |
| | | | | No | 75 |
| Giving Cards | 2014 | United Way Camp | | *Unknown | Shuck Joan |
| | | | | No | 62 giving Cards Distributed |

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

#10

Date: 8/25/2016

Weekly Agenda Date: 8/30/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Pat Gill, County Auditor

WORDING FOR AGENDA ITEM:

Approval of resolution establishing a new rate of pay for Woodbury County Precinct Election Officials

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This is a resolution approving an increase in pay for precinct election officials.

BACKGROUND:

Precinct Election Official pay is established by the Board of Supervisors. The last increase in pay for Woodbury County Precinct Election Officials was approved in June of 2008 when it was raised from \$6 and \$7 per hour to the current rate of \$8 and \$9 per hour for Precinct Election Officials and Chair People respectively.

This resolution reflects an increase to \$10 and \$12 an hour plus a new rate of time and half after eight hours of work per shift.

FINANCIAL IMPACT:

To be provided.

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

Yes No

RECOMMENDATION:

Approve a new rate of pay including a time and half rate for hours worked after eight hours per shift for Precinct Election Officials.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve a resolution establishing a new rate of pay for Woodbury County Precinct Election Officials.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A RATE OF PAY FOR WOODBURY COUNTY PRECINCT ELECTION OFFICIALS AND PRECINCT ELECTION CHAIRPERSONS

WHEREAS, Iowa Code Section 49.20 states that the members of election boards shall receive compensation at a rate established by the Board of Supervisors while engaged in the discharge of their duties and shall be reimbursed for actual and necessary travel, and

WHEREAS, Section 49.125 states that the members of election boards attending a training course shall be paid for attending such course, and shall be reimbursed for travel at the rate determined by the Board of Supervisors, and

WHEREAS, the rates of pay for the Precinct Election Officials and Precinct Election Chairpersons are currently \$8.00 and \$9.00 per hour, respectively, and have not increased since 2008, and

WHEREAS, the duties of Precinct Election Officials and Precinct Election Chairpersons have become greater and more complex due to changes in election laws and equipment, and

WHEREAS, some election days require Precinct Election Officials and Precinct Election Chairpersons to work up to sixteen hours per shift, and

WHEREAS, the Auditor & Recorder/Commissioner of Elections requests that the rates of pay be raised to \$10.00 and \$12.00 per hour for Precinct Election Officials and Precinct Election Chairpersons respectively, and

WHEREAS, the Auditor & Recorder/Commissioner of Elections requests that an hourly rate of one and half times the regular rate be established for all hours worked after eight hours worked per shift be established

BE IT THEREFORE RESOLVED there is established a rate of one and half times the regular rate for hours worked after eight hours per shift for Precinct Election Officials and Precinct Election Chairpersons.

BE IT FUTHER RESOLVED that the Woodbury County Board of Supervisors hereby sets the hourly rate for Precinct Election Officials at \$10.00 per hour and the hourly rate for Precinct Election Chairpersons at \$12.00 per hour, effective August 30, 2016.

SO RESOLVED this 30rd day of August 30, 2016

Board Chair: _____

Attestation: _____

49.20 Compensation of members.

The members of election boards shall be deemed temporary state employees who are compensated by the county in which they serve, and shall receive compensation at a rate established by the board of supervisors, which shall be not less than the minimum wage established in section 91D.1, subsection 1, paragraph "b", while engaged in the discharge of their duties and shall be reimbursed for actual and necessary travel expense at a rate determined by the board of supervisors, except that persons who have advised the commissioner prior to their appointment to the election board that they are willing to serve without pay at elections conducted for a school district or a city shall receive no compensation for service at those elections. Compensation shall be paid to members of election boards only after the vote has been canvassed and it has been determined in the course of the canvass that the election record certificate has been properly executed by the election board.

[SS15, §1087-a5, 1093; C24, 27, 31, 35, 39, §560, 738; C46, 50, 54, 58, 62, 66, 71, 73, §43.32, 49.20; C75, 77, 79, 81, §49.20]

89 Acts, ch 121, §1; 97 Acts, ch 170, §25; 2008 Acts, ch 1115, §91; 2010 Acts, ch 1026, §7, 17
Referred to in §19.14, §19.125, §53.22
Use of automobile, see §70A.9

49.125 Compensation of trainees.

All election personnel attending such training course shall be paid for attending such course, and shall be reimbursed for travel to and from the place where the training is given at the rate determined by the board of supervisors if the distance involved is more than five miles. The wages shall be computed at the hourly rate established pursuant to section 49.20 and payment of wages and mileage for attendance shall be made at the time that payment is made for duties performed on election day.

[C71, 73, 75, 77, 79, 81, §49.125]

97 Acts, ch 170, §56; 2003 Acts, ch 44, §27

Referred to in §49.14

WOODBURY COUNTY, IOWA
R E S O L U T I O N
No. 10.422

WHEREAS, the Woodbury County Auditor hires precinct election officials and chairpersons for various elections held throughout the year; and,

WHEREAS, Iowa Code Section 49.20 states that the members of election boards shall receive compensation at a rate established by the Board of Supervisors while engaged in the discharge of their duties and shall be reimbursed for actual and necessary travel; and,

WHEREAS, Section 49.125 states that the members of election boards attending a training course shall be paid for attending such course, and shall be reimbursed for travel at the rate determined by the Board of Supervisors; and,

WHEREAS, the rates of pay for the precinct election officials and chairpersons are currently \$6.00 and \$7.00 per hour, respectively, and have not increased since 2000; and,

WHEREAS, the duties of precinct election officials and chairpersons have become greater and more complex due to changes in election laws and equipment; and,

WHEREAS, the Auditor requests that the rates of pay be raised to \$8.00 and \$9.00 per hour for precinct election officials and chairpersons, respectively;

NOW THEREFORE BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby sets the hourly rate for precinct election officials at \$8.00 per hour and the hourly rate for precinct election chairpersons at \$9.00 per hour, effective June 3, 2008.

Resolution adopted this 3rd day of June, 2008 with the vote thereon being as follows:

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

#11a

Date: 8/25/2016 Weekly Agenda Date: 8/30/2016

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

WORDING FOR AGENDA ITEM:

LEC & Trospen Hoyt Buildings- Emergency Generators Contract

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"/> |

EXECUTIVE SUMMARY:

Emergency Generator Contracts for the LEC & Trospen Hoyt Buildings

BACKGROUND:

This is a 5- year agreement that is up for renewal.
The County is required to service these units per state detention guidelines.

FINANCIAL IMPACT:

Annual Invoiced Amount = \$10,783.36
5- Year Contract Commitment Total = \$53,916.80

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

Yes No

RECOMMENDATION:

Approve Ziegler Cat 5 Year Customer Support Agreement

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Ziegler Cat - 5 Year Customer Support Agreement for emergency generator services.

7/20/2016

1500 ZIEGLER DRIVE NW
ALTOONA, IA 50009
WWW.ZIEGLERCAT.COM/POWER

To:
KENNY SCHMITZ
Woodbury County Building Services
401 8th St.
SIOUX CITY, IA 51101-1246

Dear Kenny,

Enclosed is a 5 year Customer Support Agreement (CSA) for the following Engines :
Model(s): 8.3 | 0TBCA400-4 | 06110T | OT225 |
Serial Number(s): 45195463 | D860814754 | 20364 | K930526678 |

The payment price will not increase during the agreement period. If this agreement is acceptable, please sign, date, run copy for your file and return to me in the enclosed self-addressed envelope, fax to (515) 957-3879, or email to Bob.Mullenbach@zieglercat.com.

Please call me at 515-957-3882 with any questions you may have.

We appreciate your business and thank you.

Sincerely yours,



Bob Mullenbach
Customer Support Representative

CUSTOMER SUPPORT AGREEMENT

Date: 7/20/2016



Proposal No. 1587

1500 Ziegler Drive NW
Altoona, IA 50009
515-957-3800 / 800-342-7002

To:
KENNY SCHMITZ
Woodbury County Building Services
401 8th St.
SIOUX CITY, IA 51101-1246

Re:
5 year Customer Support Agreement (CSA) for
MODEL: 8.3 | 0TBCA400-4 | 06110T | OT225 |

SERIAL: 45195463 | D860814754 | 20364 | K930526678 |

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

Enclosed is a 5 year Customer Support Agreement (CSA) for the following Engines :
Model(s): 8.3 | 0TBCA400-4 | 06110T | OT225 |
Serial Number(s): 45195463 | D860814754 | 20364 | K930526678 |

AGREEMENT START DATE: 9/1/2016

AGREEMENT END DATE: 8/31/2021

INVOICE FREQUENCY: Monthly

Annually

INVOICE AMOUNT: \$945.91

\$10,783.36

IMPORTANT NOTES

- CUSTOMER SUPPORT AGREEMENT PRICING WILL NOT INCREASE DURING THE TERM OF THIS AGREEMENT.
- PRICE INCLUDES PARTS, LABOR, TRAVEL AND DISPOSAL OF ALL FLUIDS PER E.P.A. STANDARDS.
- TRAINED AND CERTIFIED ENGINE/GENERATOR TECHNICIANS WILL PERFORM ALL SERVICES.

TERMS AND CONDITIONS

- Agreement pricing is based upon generator run time between 0 and 250 hours per year (standby applications).
- Invoices will be sent on the first day of each invoicing period (i.e. monthly, quarterly, semi-annually or annually).
- Either party may cancel this agreement with a (60) sixty day written notice.
- Prices assume all services to be performed during normal business hours (7:30am - 4:00pm, M-F) unless otherwise specified.
- Pricing does not include local and/or state taxes. Taxes will be applied to invoices where applicable.
- This is a preventative maintenance agreement; repairs classified outside standard preventative maintenance will result in additional costs to the customer.
- Early cancellation of this agreement will require payment for any services provided but not yet paid for.
- This proposal is valid for (60) sixty days.

ACCEPTED BY:

Please Sign Name: _____

Please Print Name: _____

Date: _____

Respectfully submitted,
Ziegler Power Systems

Bob Mullenbach

By: Bob Mullenbach

Customer Support Representative

Level Definitions

Watchguard Level 1 (64 Point Inspection)

Includes inspection of the following systems:

- Cooling
- Lube Oil
- Air Intake
- Fuel
- Exhaust (inside building only)
- Starting
- Engine
- Generator
- Transfer Switch
- Coolant and Oil Analysis
- Provide written report

MODEL: 06110T | SERIAL: 20364

Level 1

Oct/2016 , Oct/2017 , Oct/2018 , Oct/2019 , Oct/2020

MODEL: 8.3 | SERIAL: 45195463

Level 1

Oct/2016 , Oct/2017 , Oct/2018 , Oct/2019 , Oct/2020

WatchGuard Level 2 (67-Point Inspection with Oil and Filter Change)

Includes the following:

- Level 1 Inspection
- Change engine oil
- Change engine oil filter(s)
- Change engine fuel filter(s)
- Inspect air filter(s)
- Disposal of old fluids per EPA standards
- Provide written report

MODEL: 06110T | SERIAL: 20364

Level 2

Apr/2017 , Apr/2018 , Apr/2019 , Apr/2020 , Apr/2021

MODEL: 8.3 | SERIAL: 45195463

Level 2

Apr/2017 , Apr/2018 , Apr/2019 , Apr/2020 , Apr/2021

WatchGuard Level 3 (Cooling System Service)

Includes the following:

- Drain and refill cooling system, add coolant additives
- Replace cooling systems hoses
- Replace engine thermostats (where applicable)
- Disposal of old fluids per EPA standards
- Provide written report

MODEL: 06110T | SERIAL: 20364

Level 3

Apr/2019

MODEL: 8.3 | SERIAL: 45195463

Level 3

Apr/2019

WatchGuard Level 4 (Megohmmeter Testing)

Includes the following:

- Megohmmeter test
- Provide written report

MODEL: 06110T | SERIAL: 20364

Level 4

Apr/2017 , Apr/2019 , Apr/2021

MODEL: 8.3 | SERIAL: 45195463

Level 4

Apr/2017 , Apr/2019 , Apr/2021

WatchGuard Level 5 (Load Bank Testing)

Includes the following:

- Engine load bank test (2 - hours)
- Provide written report

MODEL: 06110T | SERIAL: 20364

Level 5

Apr/2017 , Apr/2018 , Apr/2019 , Apr/2020 , Apr/2021

MODEL: 8.3 | SERIAL: 45195463

Level 5

Apr/2017 , Apr/2018 , Apr/2019 , Apr/2020 , Apr/2021

Watchguard Level 6 (Engine/Generator Inspection and Adjustment)

Includes the following:

- Inspection of slip ring and brushes
- Grease rear generator bearing
- Inspection of generator wiring
- Inspection of stator and rotor
- Inspection of generator space heater
- Inspection of coupling and guards
- Inspection of meters and voltage regulator
- Adjust engine intake and exhaust valves
- Calibrate injectors (where applicable)

MODEL: 06110T | SERIAL: 20364

Level 6
Apr/2019

MODEL: 8.3 | SERIAL: 45195463

Level 6
Apr/2019

Watchguard Level 9 (Battery Replacement Program)

Includes the following services

- Complete electrical system check
- Battery charger adjustment
- Test engine starter amperage
- Removal and disposal of old lead acid batteries per EPA standards
- Installation of new, low antimony batteries specifically designed for standby applications
- Provide written report

MODEL: 06110T | SERIAL: 20364

Level 9
Apr/2018 , Apr/2021

MODEL: 8.3 | SERIAL: 45195463

Level 9
Apr/2018 , Apr/2021

Watchguard Level 11 (Transfer Switch Inspection/Adjustment)

Includes the following services:

- Clean transfer switch as necessary
- Replace PLS/ATS battery
- Check voltage drop across main contacts with normal load
- Repair/replace faulty incandescent lamps
- Test bypass isolation feature where applicable
- Check voltage drop across main contacts with emergency load (with approval)
- Check operation of timers (with approval)
- Check operation of remote start contacts (with approval)
- Check operation of in-phase monitor (with approval)
- Inspect arc insulators (De-energized switch only)
- Check for loose terminals and/or relays (De-energized switch only)

MODEL: OT225 | SERIAL: K930526678

Level 11
Apr/2018 , Apr/2020

MODEL: 0TBCA400-4 | SERIAL: D860814754

Level 11
Apr/2018 , Apr/2020

Customer Requirements

It is the customer's responsibility to...

- Perform weekly and monthly inspections of the engine/generator
- Maintain written or computerized records of the weekly and monthly inspections.
- Contact Ziegler Power Systems with any problems or concerns noted during the weekly and monthly inspections.

Ziegler Power Systems Exclusion of Responsibility:

Ziegler Inc. is not responsible for...

- Providing a portable generator during repairs
- Fuel consumed by generator set during operation
- Building wiring
- System modifications
- Acts of nature, terrorism or war
- Uses of generator beyond rated capacity
- Main fuel tank or piping problems
- Emissions permitting
- Regulation changes
- State and local taxes
- Customer abuse/neglect

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

#11b

Date: 8/25/2016 Weekly Agenda Date: 8/30/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

LEC Facility Master Plan Long Term Study

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"/> |

EXECUTIVE SUMMARY:

Cannon Moss Brygger Architects & Goldgerg Group Architects will provide information on an LEC Master Plan Long Term Study. Thoughts & talking points will be provided.

BACKGROUND:

During recent LEC Expansion planning, Architects have observed areas outside the scope of the expansion project that could benefit the County by being studied in depth. Observations include areas that may be under utilized or that could be better suited for other functions if re-designed/ structured differently, and how this could positively impact future usability and function.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

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

#11c

Date: 8/25/2016

Weekly Agenda Date: 8/30/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Woodbury County Courthouse Exterior Terra Cotta Report

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Current condition of the Courthouse exterior Terra Cotta is of a concern.

BACKGROUND:

Spacing and gaps in Terra Cotta were noticed as viewed from ground level on the South side of the Courthouse. Since the Terra Cotta is about 40' from ground level it was necessary to evaluate closer by use of a high lift. On 8/24/2016 a high lift was utilized to conduct an extensive review of the Terra Cotta on all sides of the building with pictures being taken for reference. Conditions observed indicate severe deterioration as seen in photo images. A great deal of mortar has fallen-out and is missing between the separate pieces of Terra Cotta including the top cap pieces. This allows rain water to penetrate the gaps. Rain water when frozen expands further speeding up the deterioration process by widening these areas and then allowing the water to make contact with the metal wires attached to structural beams that hold the Terra Cotta in place. It is not possible to determine the condition of the retaining wires without removing each Terra Cotta piece. There are several pieces of Terra Cotta that are sagging on all four sides of the building causing concern.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

Building Services has placed this item on the Historical Committee meeting agenda scheduled for 9/01/2016 for discussion.

ACTION REQUIRED / PROPOSED MOTION:

















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

Date: 8/25/2016 Weekly Agenda Date: 8/30/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, Woodbury County Engineer

WORDING FOR AGENDA ITEM:

Consider approval of contract for propane for county buildings

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Give Direction
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

The county received bids for propane for county buildings and awarded to the low bidder. The contracts have been returned and require approval by the Board of Supervisors.

BACKGROUND:

The board awarded the contract to Johnson Propane. Propane is supplied to buildings managed by the secondary road department, emergency services, the county treasurer, county conservation, and the sheriff's department.

FINANCIAL IMPACT:

Propane costs are paid by individual departments based on use. Each department budgets the expense individually.

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

Yes No

RECOMMENDATION:

Recommend that the board approve the contract for propane.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board approves the contract for propane supply to county departments at the bid rate of \$0.62 per gallon.

County Woodbury

SUPPLY CONTRACT

THIS AGREEMENT made entered into by and between Woodbury County, by its Board of Supervisors, consisting of the following members Jeremy Taylor, Larry D. Clausen, Jaclyn D. Smith, Matthew Ung and Mark Monson Party of the first part, and Johnson Propane of Battle Creek, IA, party of the second part.

WITNESSETH: That the party of the second part, for and in consideration of \$0.62 per gallon payable as set forth in the specifications constituting a part of this contract, hereby agrees to furnish f. o. b. the locations as designated in the Instructions to bidders, and within the time specified propane as follows: Furnish and deliver approximately 48,200 gallons of propane fuel at the bid price of \$0.62/per gallon to the Woodbury County Secondary Roads Department, Conservation Department, Sheriff's Department, Emergency Services Department and Treasurer's Office.

Deliveries to be made at locations as noted in the NOTICE/INSTRUCTIONS TO BIDDERS.

Deliveries to be made within forty-eight (48) hours of County order unless other delivery arrangements are agreed upon by both parties.

This contract is valid only for the period commencing September 1, 2016 through and including August 31, 2017.

Payment to vendor will be made from current funds upon receipt of invoices.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purpose herein expressed, to this and three other instruments of like tenor, this _____ day of _____ 2016

Woodbury County, Iowa
Party of the First Part

By _____
Jeremy Taylor, Chairman

Johnson Propane

By  _____
Party of the Second Part

Date: August 25, 2016 Weekly Agenda Date: August 30, 2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark Olsen

WORDING FOR AGENDA ITEM:

Discussion and approval to sign contract with the Bureau of Indian Affairs for the temporary detention of tribal youths

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Give Direction Other: Informational Attachments

EXECUTIVE SUMMARY:

The Bureau of Indian Affairs have requested to continue their contractual partnership with Woodbury County to provide secure detention to Native American Youths.

BACKGROUND:

Woodbury County and the BIA entered into a contract in 2011 that would allow the Woodbury County Juvenile Detention Center to provide temporary detention for tribal youth at a cost of \$100.00 per day. The daily cost increased to \$150.00 per day on November 20, 2014 and the existing contract expired on June 30, 2016. Since then we have not been able to detain these youth and bring in revenue.

FINANCIAL IMPACT:

If approved Woodbury County would continue to allow the BIA to house their juveniles at a rate of \$150.00 per day and would bring in a substantial amount of revenue that would otherwise be lost

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

Yes No

RECOMMENDATION:

I would strongly recommend the board of supervisors approve the contract

ACTION REQUIRED / PROPOSED MOTION:

Board approval and chairman signature.

Approved by Board of Supervisors April 5, 2016.

| | | |
|--|------------------------------------|---|
| 2. CONTRACT (Proc. Inst. Ident.) NO. A16PC00126 | 3. EFFECTIVE DATE See Block 20C | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0040287539 |
|--|------------------------------------|---|

| | | | |
|---|-------------|---|-------------|
| 5. ISSUED BY BIA GPRO 00001 115 4TH AVENUE SE Contracting Office Aberdeen SD 57401-4382 | CODE A01 | 6. ADMINISTERED BY (If other than Item 5) DOI, BIA GPRO Contracting Office 115 4TH AVENUE SE Aberdeen SD 57401-4382 | CODE A01 |
|---|-------------|---|-------------|

| | |
|--|--|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) WOODBURY COUNTY JUVENILE DETENTION CENTER Attn: ATTN GOVERNMENT POC 822 DOUGLAS ST SIOUX CITY IA 51101-1029 | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) |
| | 9. DISCOUNT FOR PROMPT PAYMENT PP30 |
| | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ▶ ITEM |

| | | |
|--|-----------------|--|
| CODE 0071323106 | FACILITY CODE | |
| 11. SHIP TO/MARK FOR BIA GPRO OJS-CORRECTIONS MC600 115 4TH AVENUE SE Suite 400 ABERDEEN SD 57401-4360 | CODE 0009061546 | 12. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury http://www.ipp.gov |

| | |
|--|---|
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 3304 (a) () | 14. ACCOUNTING AND APPROPRIATION DATA 01 |
|--|---|

| 15A. ITEM NO | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|---------------------------------|------------------------|---------------|-----------|-----------------|-------------|
| Continued | | | | | |
| 15G. TOTAL AMOUNT OF CONTRACT ▶ | | | | | \$50,000.00 |

| 16. TABLE OF CONTENTS | | | | | | | |
|-----------------------|------|---------------------------------------|---------|--|------|--|---------|
| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | SEC. | DESCRIPTION | PAGE(S) |
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| | A | SOLICITATION/CONTRACT FORM | | | I | CONTRACT CLAUSES | |
| | B | SUPPLIES OR SERVICES AND PRICES/COSTS | | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| | C | DESCRIPTION/SPECS./WORK STATEMENT | | | J | LIST OF ATTACHMENTS | |
| | D | PACKAGING AND MARKING | | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| | E | INSPECTION AND ACCEPTANCE | | | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | |
| | F | DELIVERIES OR PERFORMANCE | | | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | |
| | G | CONTRACT ADMINISTRATION DATA | | | M | EVALUATION FACTORS FOR AWARD | |
| | H | SPECIAL CONTRACT REQUIREMENTS | | | | | |

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

| | |
|---|---|
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | 18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.) |
|---|---|

| | |
|--|--|
| 19A. NAME AND TITLE OF SIGNER (Type or print) | 20A. NAME OF CONTRACTING OFFICER Anita Brewer |
| 19B. NAME OF CONTRACTOR | 20B. UNITED STATES OF AMERICA |
| 19C. DATE SIGNED | 20C. DATE SIGNED |
| BY _____ (Signature of person authorized to sign) | BY _____ (Signature of the Contracting Officer) |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
A16PC00126

PAGE OF
2 | 2

NAME OF OFFEROR OR CONTRACTOR
WOODBURY COUNTY JUVENILE DETENTION CENTER

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 00010 | <p>WOODBURY COUNTY Establish new contract for juvenile contract beds; rate of \$150.00 a day Legacy Doc #: IA Delivery: 12/31/2016 Account Assignment: K G/L Account: 6100.254A0 Business Area: A000 Commitment Item: 254A00 Cost Center: AAKL004000 Functional Area: A0J313031.999900 Fund: 156A2100DD Fund Center: AAKL004000 PR Acct Assign Line: 01 FOB: Destination Period of Performance: 07/01/2016 to 12/31/2016</p> <p>Juvenile Bed - Jail Days Obligated Amount: \$50,000.00</p> <p>The total amount of award: \$50,000.00. The obligation for this award is shown in box 15G.</p> | | | | 50,000.00 |

TABLE OF CONTENTS

PART 1 – THE SCHEDULE

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

SECTION C DESCRIPTION / WORK STATEMENT

SECTION D – PACKAGING AND MARKING

Not Used

SECTION E – INSPECTION AND ACCEPTANCE

E.1 52.246-4 Inspection of Services – Fixed Price

SECTION F – DELIVERIES OR PERFORMANCE

F.1 52.242.15 Stop-Work Order

F.2 52.242-17 Government Delay or Work

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Government Points of Contact

G.2 Contractor POC (fill-in)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 DOI Electronic Invoicing

H.2 Contractor Performance Assessment Reporting System

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 52.252-02 Clauses Incorporated by Reference

I.2 1452.204-70 Release of Claims – Department of the Interior

I.3 52.204-13 Central Contractor Registration Maintenance

I.4 52.215-08 Order of Precedence – Uniform Contract Format

I.5 52.217-08 Option to Extend Services

I.6 52.217-09 Option to Extend the Term of the Contract

I.7 52.232-01 Payment

- I.8 52.232-25 Prompt Payment
- I.9 52.249-08 Default (Fixed-Price Supply and Service)
- I.10 52.252-06 Authorized Deviations in Clauses

SECTION B

SECTION B – SUPPLIES OR SERVICES AND PRICES

B.1 SCHEDULE

(a) Award is made on the following schedule(s)

(b) The schedule is subject to the terms and conditions of this contract.

Daily cost for incarceration of each inmate includes the following services:

- Meals
- Medical Services: Daily sick call, doctor for in house visitations at no additional cost to the Government
- Psychological Services: Basic mental health counselor on staff at no additional cost to the Government
- Programming: GED, 6 week in house drug and alcohol counseling (only to those who qualify).
- Medical Prescriptions: Basic over the counter medications.

INITIAL BASE SCHEDULE (7/1/2016 – 12/31/2016)

| | DESCRIPTION | UNIT | UNIT PRICE |
|---|-----------------------------------|---------|------------|
| 1 | Incarceration of Juvenile Inmates | Per Day | \$150.00 |

SCHEDULE 1 – OPTION YEAR 1 (1/1/2017 – 12/31/2017)

| | DESCRIPTION | UNIT | UNIT PRICE |
|---|-----------------------------------|---------|------------|
| 1 | Incarceration of Juvenile Inmates | Per Day | \$150.00 |

SCHEDULE 2 – OPTION YEAR 2 (1/1/2018 – 12/31/2018)

| | DESCRIPTION | UNIT | UNIT PRICE |
|---|-----------------------------------|---------|------------|
| 1 | Incarceration of Juvenile Inmates | Per Day | \$150.00 |

SCHEDULE 3 – OPTION YEAR 3 (1/1/2019 – 12/31/2019)

| | DESCRIPTION | UNIT | UNIT PRICE |
|---|-----------------------------------|---------|------------|
| 1 | Incarceration of Juvenile Inmates | Per Day | \$150.00 |

SCHEDULE 4 – OPTION YEAR 4 (1/1/2020 – 12/31/2020)

| | DESCRIPTION | UNIT | UNIT PRICE |
|---|-----------------------------------|---------|------------|
| 1 | Incarceration of Juvenile Inmates | Per Day | \$150.00 |

SECTION C

STATEMENT OF WORK
Woodbury County
Juvenile Detention Services

SECTION 1 - DEFINITIONS 1.1

General Definitions

- 1.1.1 “BIA-OJS-D1” means the United States Department of the Interior, Bureau of Indian Affairs, Office of Justice Services, District 1 Law Enforcement - Corrections.
- 1.1.2 “District 1” means the Great Plains Region, comprised of the following states: Nebraska, North Dakota, South Dakota.
- 1.1.3 “Contractor” means Woodbury County Juvenile Detention Center.
- 1.1.4 “Agency’s Jurisdiction” means the jurisdiction of the BIA-OJS-D1.
- 1.1.5 “SAC” means the District 1 Special Agent in Charge.
- 1.1.6 “Indian Country” has the same meaning as that term is defined in Section 1151 of Title 18, United States Code.
- 1.1.7 “Tribal Prisoner or Tribal inmate” means a person arrested under authority of a tribal court or Code of Federal Regulations (CFR) Court having jurisdiction of the arresting agency.
- 1.1.8 “Adult” means any person who has attained the age of 18.
- 1.1.9 “Juvenile” means any person who has not attained the age of 18.

SECTION 2 - GENERAL INFORMATION

2.1 Scope of Work

The contractor shall provide safe and secure detention/correctional services in accordance with the specific tasks as outlined in Section 3.

- 2.1.2 Purpose: The contractor will assist BIA-OJS-D1 by providing detention/correctional housing for Tribal prisoners who have been: arrested and are awaiting transports, awaiting adjudication, serving sentences, awaiting release or are convicted of tribal violations occurring In Indian Country within District 1's jurisdiction.

2.2 Contractor Personnel

- 2.2.1 The contractor shall designate a qualified facility administrator who shall be responsible for the performance of the statement of work.
- 2.2.2 The facility administrator or designee shall have full authority to act for the contractor on all matters relating to the oversight of this contract.

Contract Bed Space for Juveniles – Woodbury County Juvenile Detention Ctr

2.2.3 The facility administrator or designee shall be available to discuss specific contract-related issues with authorized government officials.

2.2.4 The contractor shall ensure contract employees are qualified and trained in accordance with facility standards.

2.3 **Quality Control**

2.3.1 Facility Inspections, evaluations, monitoring *reports*, and intake/booking logs shall be made available to BIA-OJS-D1 staff or representatives as requested.

2.4 **Quality Assurance**

2.4.1 BIA-OJS-D1 reserves the right to visit or inspect the facility at any time to ensure adequate services are being provided.

2.4.2 BIA-OJS-D1 reserves the right to investigate any complaints of misconduct of staff towards those inmates under the BIA-OJS-D1 Jurisdiction or mistreatment of those inmates under the BIA-OJS-D1 jurisdiction.

2.5 **Contract Information**

2.5.1 Contractor Woodbury County Juvenile Detention Center.

Facility Administrator Mark Olsen
822 Douglas Street – 4th Floor
Sioux City, Iowa 511012
(712) 279-6621 (Facility Number)
(712-234-2900 (Fax Number)
E-mail-molsen@sioux-city.org

2.5.2 BIA-OJS-D1 Robert Begay, Correctional Program Specialist
Representative District 1, Division of Corrections
Great Plains Regional Office
115 4th Ave. SE, Suite 400
Aberdeen, South Dakota 57401
Telephone Number: 605-226-7347
Fax Number: 605-226-7349

SECTION 3 - SPECIFIC TASK

3.1.1 The contractor will accept tribal persons who have committed violations of tribal criminal law and who are placed there by an arresting law enforcement agency or the tribal court or CFR court exercising Jurisdiction over the Inmate.

3.1.2 The contractor agrees to house tribal inmates subject to the same conditions as any other person housed within the facility.

- 3.1.3 No Bureau or tribal arrestee/prisoner shall be released without written order from the court of jurisdiction over the inmate or at direction of the BIA-OJS-D1 Facility Administrator or his/her designee responsible for the housing of the inmate.
- 3.1.4 If the contractor is a Juvenile facility, the contractor will not be required to accept anyone over the age of 18.
- 3.1.5 If the arresting agency is booking the arrestee into the facility without a BIA-OJS-D1 employee present, the contractor will accept the arrestee and notify the BIA District 1 SAC or his/her designee via email of the incarceration.
- 3.1.6 Any unusual incident which affects any Bureau or Tribal Inmate/prisoner held under this contract is to be reported to the BIA District 1 SAC or his/her designee within twenty-four (24) hours of occurrence. If the incident resulted In death, serious injury or medical condition, escape, or change in location of prisoner, the contractor will Immediately notify the BIA District 1 SAC or his/her designee.
- 3.1.6a Emergency Contacts to be utilized in order:
- Jeremiah Lonewolf, Special Agent in Charge, District 1
Office telephone number: (605) 226-7347
Gov't Cell phone number: (605) 380-5410
email Address: jeremial.lonewolf@bia.gov
- Joel Chino, Assistant Special Agent in Charge, District 1
Office telephone number: (605) 226-7347
Gov't Cell phone number: (605) 228-6623
email Address: joel.chino@bia.gov
- Robert Begay, Correctional Program Specialist, District 1
Office telephone number: (605) 226-7347
email Address: warren.lebeau@bia.gov
- 3.1.7 Bureau or Tribal prisoner/inmate under this contract are not eligible for community service without the express written approval of the tribal court of jurisdiction.
- 3.2 Medical
- 3.2.1 Whenever feasible and practicable, medical and dental needs of tribal prisoners, who are being held on behalf of the Bureau of Indian Affairs, Division of Corrections, shall have these services provided by the Indian Health Service or a tribal health care facility/provider.
- 3.2.2 The contractor will notify BIA District 1 SAC or his/her designee of the inmates need for medical or dental attention that is not deemed extreme emergency. The District SAC or his/her designee will make the appropriate determination of where services will be provided to the inmate.
- 3.2.3 In cases of extreme emergency, where it is not feasible or practicable to seek BIA-OJS-D1 advise in advance, the contractor may obtain care for the prisoner at local, Federal or State facilities as the emergency dictates. The contractor will notify the BIA-OJS-D1 as soon as reasonably possible of the emergency situation. In such Instances the care provider will be advised by the contractor to contact the nearest IHS facility for further instructions or for claims advice within 72 hours.
- 3.2.4 The contractor shall notify BIA District 1 SAC or his/her designee of the emergency as soon as practicable.

Contract Bed Space for Juveniles – Woodbury County Juvenile Detention Ctr

3.2.5 The following are the nearest IHS facilities to the contractor:

Winnebago Hospital
US Highway 77-75
Winnebago, NE 68071
(402)-878-2231

3.2.6 In case of extreme emergency only, the following health care facility will be used:

Not applicable as this contractor works solely with the Winnebago Hospital, which is Indian Health Services facilities.

3.2.7 In instances where IHS rejects claims for care provided by a non-Indian facility and the costs cannot be recovered by the provider under other Federal or State programs, the contractor will obtain an invoice from the provider. The contractor will submit the invoice to the BIA-OJS-D1 District Office for payment.

3.2.8 BIA-OJS-D1 will reimburse the contractor for medical services which *were* reported to the BIA-OJS-D1 District Office. BIA-OJS-D1 will reimburse the contractor for pre-approved medical, mental and dental healthcare and medications (for contractor supplied medications refer to section 3.2.13 of this SOW).

3.2.9 Original invoices from the health care provider must be attached to the contractor's board bill. Invoices must contain the name and address of the vendor, full name of the inmate, itemized description of services provided, date of service, cost of treatment and/or medication, and total amount to be reimbursed by BIA-OJS-D1. A statement certifying the accuracy of the invoice shall be placed on the bottom of each medical voucher by the contractor's facility administrator.

3.2.10 The contractor will provide an appropriate release of information form. The contractor will be responsible for obtaining the inmate's medical records, provided the inmate has signed the release of information form.

3.2.11 The contractor will be responsible for providing medical screening of the inmate at the time of booking. The agency responsible for delivery of the arrestee to the contracting facility shall provide information regarding any known medical concerns at time of booking.

3.2.12 The contractor may refuse to house any BIA-OJS-D1 prisoner at any time and for any reason, and may for any reason, require BIA-OJS-D1 to remove any, or all, of its' prisoners from the facility within a reasonable time period (i.e.: allowing the facility administrator time to locate other housing conditions for the inmate population etc..) but no later than 24 hours upon notification of a removal request.

3.2.13 The contractor will provide necessary medications to BIA-OJS-D1 inmates as would be provided to any other Inmate housed in the contractors' facility that is funded through the contractors' budget.

3.3 **Psychological Services**

3.3.1 The contractor will provide facility based psychological services to the BIA-OJS-D1 inmates in accordance with the contractors' policies and procedures governing this service.

3.4 **Programming Services**

3.4.1 The contractor will provide facility based programming of the BIA-OJS-D1 inmates in accordance with the contractors programming policies and procedures governing these services.

3.4.2 The following programming services may be provided to the inmates per facility policy:

1. Drug and Alcohol Counseling
2. Domestic Violence Counseling
3. Anger Management
4. General Education Diploma Schooling
5. Juvenile Education
6. Vocational Training

3.5 Transportation Services

3.5.1 The contractor will provide transportation of inmates from various locations as approved by BIA-OJS-DOC SAC or his/her designee on an as needed bases ONLY with prior approval from BIA-D1.

SECTION 4- NEGATIVE DECLARATION

- 4.1 This Statement of Work (SOW) does not reflect, in this or any other context any party's position with respect to the jurisdictional authority of another. Nothing in this SOW, or in any conduct undertaken pursuant to this SOW, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the provisions of this SOW. Nothing herein affects to any extent, statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this SOW nor the activities of the parties pursuant to this SOW shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this SOW shall be construed to impact or impair the extradition authority and processes of the parties.
- 4.2 Nothing in this SOW shall be construed as waiving the sovereign Immunity of the County or their employees from suit in State, Tribal or Federal court. Liability for suit In State, Tribal or Federal court is determined by existing State, Tribal and Federal law and is not altered by this agreement. Nothing in this agreement waives the sovereign immunity of the United States or BIA Law Enforcement Officers, except as provided for in the Federal Tort Claims Act, 28 U.S.C. 2401.2671.2680

SECTION 5 - BOARD BILL

5.1 The contractor will submit, by the tenth day of each month, 2 copies of a board bill for the previous month's costs of housing BIA-OJS-D1 inmates. Any discrepancies shall be justified in writing by the contractor.

5.1.1 The board bill will contain:

- (a) name and address and phone number of contractor
- (b) contract number
- (c) date the board bill was prepared
- (d) name of each inmate housed under this contract
- (e) date inmate entered facility
- (f) date inmate was released from facility
- (g) total number of days inmate was physically housed by the contractor
- (h) daily inmate rate
 - (l) total amount to be paid by BIA-OJS-D1

5.2 One monthly board bill is to be sent in accordance to the IPP requirements stated in the contract.

5.3 The 2nd monthly board bill is to be faxed or emailed to:

District 1 Corrections Office
Robert Begay, COR
Fax No. (605) 226-7349
Email Address: robert2.begay@bia.gov

SECTION 6- HOLD HARMLESS

6.1 The contractor agrees to hold harmless the BIA-OJS-D1 from:

6.1.1 Violations of constitutional rights arising from the detention of person in the contractors' facility pursuant to this SOW.

6.1.2 The BIA-OJS-D1 and the contractor agrees to assume their own liability for any and all claims of any nature, including all costs, expenses and attorney's fees, which may in any manner, result from or arise out of this agreement.

SECTION 7 - INDEMNIFICATION, LIABILITY AND INSURANCE

7.1 The BIA-OJS-D1 assumes no liability and will not defend or indemnify for any claims, Judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the contractor or Its officers, pursuant to this SOW.

7.2 The contractor assumes no liability and will not defend or Indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the BIA-OJS-D1

7.3 Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance

7.4 Nothing in this SOW is intended to alter the parties' insurance obligations toward their employees or others.

7.5 The contractor agrees to provide a copy of "Certificate of Insurance" to the BIA-OJS-D1 and Immediately notify the BIA-OJS-D1 if said Insurance is cancelled at any time during the term of this SOW.

SECTION 8 - PORTIONS OF THE SOW THAT DO NOT APPLY

8.1 The following sections do not apply to this specific SOW:

3.1.4a does not apply

3.1.5 does not apply

3.2.2 does not apply

3.3 does not apply



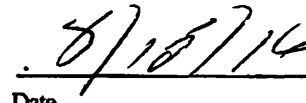
Jeremiah Lonewolf, Special Agent in Charge
BIA-OJS-District 1 Law Enforcement

8-23-16
Date

Contract Bed Space for Juveniles – Woodbury County Juvenile Detention Ctr



Mark Olsen, Facility Administrator
Woodbury County Juvenile Detention



Date

Signatures on this form indicate that the terms and conditions established in this Statement of Work have been negotiated between the Bureau of Indian Affairs, District 1, Law Enforcement - Corrections, and the contract correctional facility identified in this document.

It is understood that the BIA-OJS-D1 employee negotiating the terms of this SOW, does not have the authority to obligate the Federal Government into any contractual agreement. This document is a portion of the entire contract that may be authorized by the proper Federal organization with the authority to obligate the Federal Government into contractual agreements.

Contract Bed Space for Juveniles – Woodbury County Juvenile Detention Ctr

Jeremy Taylor, Woodbury County Board Chairman
Woodbury County Juvenile Detention

Date

Signatures on this form indicate that the terms and conditions established in this Statement of Work have been negotiated between the Bureau of Indian Affairs, District 1, Law Enforcement - Corrections, and the contract correctional facility identified in this document.

It is understood that the BIA-OJS-D1 employee negotiating the terms of this SOW, does not have the authority to obligate the Federal Government into any contractual agreement. This document is a portion of the entire contract that may be authorized by the proper Federal organization with the authority to obligate the Federal Government into contractual agreements.

**SECTION D – PACKAGING AND
MARKING**

NOT USED

SECTION E

SECTION E – INSPECTION AND ACCEPTANCE

E.1 52.246-4 Inspection of Services – Fixed-Price

August 1996

(a) *Definition:* “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

SECTION F – Deliveries or Performance

F.1 52.242-15 STOP-WORK ORDER

AUGUST 1989

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G – CONTRACT ADMINISTRATION

G.1. Government POC for Contractual Matters

Anita Brewer, Contract Specialist
Bureau of Indian Affairs, GPRO
115 4th Avenue SE, Suite 400
Aberdeen, SD 57401
605-226-7745
anita.brewer@bia.gov

Government POC for Technical Matters

Jerimiah Lonewolf, Special Agent in Charge
Bureau of Indian Affairs, OJS, District 1, Law Enforcement
115 4th Avenue SE, Suite 400
Aberdeen, SD 57401
Office (605) 226-7347
mario.redlegs@bia.gov

G.2 Offerors are requested to designate a person who will be in charge of the overall administration of this contract.

Name: Mark Olsen

Title: Director

Address: 822 Douglas St., 4th floor

Sioux City, IA 51101

Telephone: 712-279-6622

E-Mail Address: molsen@woodburycountyiowa.gov

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 DOI ELECTRONIC INVOICING

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (September 2011)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: SCANNED INVOICE (itemized Board Bill as identified in Section 5.2 of the SOW):

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

H.2 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) **JULY 2010**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval

System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position, title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, system requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramification of the assessed performance. In addition to the ratings and supporting narratives, blocks 1-17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

- (1) Protect the evaluation s "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
- (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

PART II – CONTRACT CLAUSES

SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>
<http://www.doi.gov/pam/diapr.html>

| Clause | Title | Date |
|---------------|--|----------------|
| 52.202-01 | Definitions | November 2013 |
| 52.203-03 | Gratuities | April 1984 |
| 52.203-05 | Covenant Against Contingent Fees | May 2014 |
| 52.203-06 | Restrictions On Subcontractor Sales To The Government | September 2006 |
| 52.203-07 | Anti-Kickback Procedures | May 2014 |
| 52.203-08 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | May 2014 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | May 2014 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | October 2010 |
| 52.204-04 | Printed or Copied Double-Sided on Recycled Paper. | May 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | October 2015 |
| 52.209-06 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | October 2015 |
| 52.215-02 | Audit and Records – Negotiations | October 2010 |
| 52.216-04 | Economic Price Adjustment – Labor and Material | January 1997 |
| 52.217-02 | Cancellation Under Multiyear Contracts | October 1997 |
| 52.222-03 | Convict Labor | June 2003 |
| 52.222-21 | Prohibition of Segregated Facilities | April 2015 |
| 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | October 2015 |
| 52.222-36 | Affirmative Action For Workers with Disabilities | July 2014 |
| 52.222-37 | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | February 2016 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act. | December 2010 |

| | | |
|-----------|--|---------------|
| 52.222-41 | Service Contract Act of 1965 | May 2014 |
| 52.222-43 | Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts). | May 2014 |
| 52.222-44 | Fair Labor Standards Act and Service Contract Act – Price Adjustment | May 2014 |
| 52.222-50 | Combating Trafficking in Persons | March 2015 |
| 52.222-54 | Employment Eligibility Verification | October 2015 |
| 52.223-18 | Encouraging Contractor Policies to Ban Test Messaging While Driving | August 2011 |
| 52.224-01 | Privacy Act Notification | April 1984 |
| 52.224-02 | Privacy Act | April 1984 |
| 52.227-01 | Authorization and Consent | December 2007 |
| 52.229-03 | Federal State, and Local Taxes | February 2013 |
| 52.232-18 | Availability of Funds | April 1984 |
| 52.232-33 | Payment by Electronic Funds Transfer—System for Award Management | July 2013 |
| 52.233-01 | Disputes | May 2014 |
| 52.233-04 | Applicable Law for Breach of Contract Claim | October 2004 |
| 52.237-03 | Continuity of Services | January 1991 |
| 52.242-13 | Bankruptcy | July 1995 |
| 52.243-01 | Changes – Fixed Price | August 1987 |
| 52.246-25 | Limitation of Liability – Services | February 1997 |
| 52.249-02 | Termination for Convenience of the Government (Fixed-Price) | April 2012 |
| 52.253-01 | Computer Generated Forms | January 1991 |

I.2 1452.204-70 RELEASE OF CLAIMS – DEPARTMENT OF THE INTERIOR JULY 1996

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

I.3 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE JULY 2013

(a) *Definition.* As used in this clause--

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“System for Award Management (SAM)” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and
- (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and

complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support he legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

I.4 52.215-08 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT OCTOBER 1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

I.5 52.217-08 OPTION TO EXTEND SERVICES NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days.

I.6 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed Five (5) years .

I.7 52.232-01 PAYMENT

APRIL 1984

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if --

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

I-8 52.232-25 PROMPT PAYMENT

JULY 2013

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments --

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's

invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are --

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment.)

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if-

-

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

.

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

- (ii) Affected contract number and delivery order number if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

I-9 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

April 1984

(a)

(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to --

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

- (1) acts of God or of the public enemy,
- (2) acts of the Government in either its sovereign or contractual capacity,
- (3) fires,
- (4) floods,

- (5) epidemics,
- (6) quarantine restrictions,
- (7) strikes,
- (8) freight embargoes, and
- (9) unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any

(1) completed supplies, and

(2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract.

Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

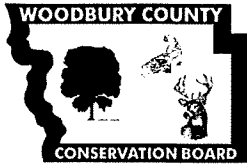
(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of the Interior Regulation (48 CFR 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.



Woodbury County Conservation Board
4500 Sioux River Road Sioux City, IA 51109-1657

Phone: 712/258-0838
Fax: 712/258-1261

Board Members:
Cindy Bennett
Suzan Boden
Don Dixon
Neil Stockfleth
Christine Zellmer-Zant

Rick D. Schneider, Director
Mark Peterson, Deputy Director
Dawn Snyder, Education Director

Thursday, September 1, 2016

MONTHLY MEETING AGENDA – 5:00 P.M.

Snyder Bend Park Shelter
2924 Snyder Bend Rd., Salix, IA 51056

- **Call to order / roll call** – quorum / open meeting compliance
- **Correspondence Items** – Written communications to share with the Board
- **Public comment / input** – this is an opportunity for the public to address any subject pertaining to Conservation Board business.

CONSENT AGENDA

- C1. Approve minutes of the August 4, 2016 monthly meeting.
- C2. Approve August 2016 claims and expenditures.
- C3. Receive and place on file the June Final Accrued FY 16 and August 2016 financial / budget reports.
- C4. Acceptance of Gifts/Donations:
 1. Rick Borg and Walt Peterson – Campfire music.
 2. SOAR – Bald Eagle release.

REGULAR AGENDA

- R1. Approve consent agenda. (Conservation Board)
- R2. Appointment of Erik Lindsay, Resource Technician, as peace officer effective September 12, 2016 and requiring him to become certified through the Iowa Law Enforcement Academy within twelve months. (Schneider)
- R3. Review proposals to provide the Board with one new Mini Van Vehicle per minimum specifications and award bid. (Schneider)

“Conservation is everybody’s business”

- R4. Capital Improvement Projects Update (Schneider)
 - 1. Southwood Cabins
 - 2. Fowler Forest shelter enclosure
 - 3. Little Sioux Park beach renovation

- R5. Discussion of FY 18 Conservation Department budget. (Schneider)

- R6. Board member / staff reports – Board members and staff may report on meetings or activities that they have been involved with. (Board and staff)
 - 1. Nature Center activities (Snyder)
 - 2. Park activities (Stehr)
 - 3. Administrative items (Schneider)
 - a. Grants/land acquisition update
 - b. 2016 IACCB Annual Conference: Ft. Dodge, Hamilton & Webster CCB's
 - c. Annual report
 - d. October meeting

- R7. Adjournment

CALENDAR OF EVENTS:

- 1. Nature Calls 13th Annual Fund Raising Event – September 10, 2016, Sioux City Convention Center
- 2. IACCB State Conference – September 15-17, 2016, Ft. Dodge
- 3. Conservation Board meeting (tentative) – October 6, 2016

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF SIOUX CITY, IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 1 TO THE AMENDED AND RESTATED COMBINED CENTRAL SIOUX CITY –CBD URBAN RENEWAL PLAN FOR THE COMBINED CENTRAL SIOUX CITY –CBD URBAN RENEWAL AREA OF THE CITY OF SIOUX CITY, IOWA

The City of Sioux City, Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 3:30 P.M., August 30, 2016 in Room 306, City Hall, 405 Sixth Street, Sioux City, Iowa concerning a proposed Amendment No. 1 to the Amended and Restated Combined Central Sioux City –CBD Urban Renewal Plan for the Combined Central Sioux City –CBD Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in said Amended Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Manager (or his designee) as the designated representative of the City of Sioux City, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 1 to the Amended Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Sioux City, Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this 22nd day of August, 2016



Lisa L. McCardle, City Clerk
City of Sioux City, Iowa

(END OF NOTICE)

RECEIVED

AUG 23 2016

WOODBURY COUNTY
BOARD OF SUPERVISORS

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF THE PROPOSED AMENDMENT NO. 1 TO THE AMENDED AND RESTATED COMBINED CENTRAL SIOUX CITY –CBD URBAN RENEWAL PLAN FOR THE COMBINED CENTRAL SIOUX CITY –CBD URBAN RENEWAL AREA OF THE CITY OF SIOUX CITY, IOWA

The City Council of the City of Sioux City, Iowa, will hold a public hearing before itself at its meeting which commences at 4:00 P.M. on September 26, 2016 in the Council Chambers, City Hall, Sioux City, Iowa to consider adoption of the proposed Amendment No. 1 to the Amended and Restated Combined Central Sioux City –CBD Urban Renewal Plan (the "Amended Plan") for the existing Combined Central Sioux City –CBD Urban Renewal Area ("Project Area").

A copy of Amendment No. 1 to the Amended Plan is on file for public inspection in the office of the City Clerk, City Hall, Sioux City, Iowa.

The purpose of the Amendment No. 1 to the Amended Plan is to further update certain provisions of the Amended Plan to conform to current City objectives, planning initiatives and program activities for the Project Area.

The general scope of the urban renewal activities under consideration in the Amended Plan is to convey land and enter into development agreements for new development and the redevelopment of existing commercial buildings and land for commercial residential and mixed use purposes in order to encourage investment and strengthen the area economy. This activity may involve grants, rebates, loans or other incentives funded by tax increment financing.

Specifically, the amendment addresses proposed urban renewal projects for the renovation of a downtown building located at 507 7th Street and building redevelopment in the Historic Pearl District.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This Notice is given by order of the City Council of Sioux City, Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this 22nd day of August, 2016.



Lisa L. McCardle, City Clerk, Sioux City, Iowa

Publish in the Sioux City Journal September 17, 2016.

(END OF NOTICE)

AMENDMENT NO. 1

**TO THE
AMENDED AND RESTATED COMBINED
CENTRAL SIOUX CITY - CBD
URBAN RENEWAL PLAN**

**FOR THE
COMBINED CENTRAL SIOUX CITY –CBD
URBAN RENEWAL AREA**

CITY OF SIOUX CITY, IOWA

**AMENDMENT NO. 1
TO THE
AMENDED AND RESTATED
COMBINED CENTRAL SIOUX CITY – CBD URBAN RENEWAL PLAN
CITY OF SIOUX CITY, IOWA**

The Amended and Restated Combined Central Sioux City - CBD Urban Renewal Plan ("Plan") for the Combined Central Sioux City – CBD Urban Renewal Area ("Area" or "Urban Renewal Area"), originally adopted April 5, 1967, pursuant to Resolution No. S-8780 and recorded in the office of the Woodbury County Recorder's Office at Book 1226, Page 97 Document No. 584; and subsequent amendments to the same on March 28, 1973, pursuant to Resolution No. S-21905; July 25, 1983, pursuant to Resolution No. 83/T-1933 and recorded in the office of the Woodbury County Recorder's Office at Roll 146, Image 1816; April 8, 1985, pursuant to Resolution No. 85/T-3660 and recorded in the office of the Woodbury County Recorder's Office at Roll 156, Image 208; October 7, 1985, pursuant to Resolution No. 85/T-4097 and recorded in the office of the Woodbury County Recorder's Office at Roll 162, Image 1701; August 10, 1987, pursuant to Resolution No. 87/T-5714 and recorded in the office of the Woodbury County Recorder's Office at Roll 191, Image 1253; June 4, 1990, pursuant to Resolution No. 90/T-8636 and recorded in the office of the Woodbury County Recorder's Office at Roll 231, Image 330; December 17, 1990, pursuant to Resolution No. 90/T-9422 and recorded in the office of the Woodbury County Recorder's Office at Roll 241, Image 87; June 1, 1992, pursuant to Resolution No. 92/U-189; July 7, 2003, pursuant to Resolution No. 2003-0599; November 21, 2011, pursuant to Resolution No. 2011-0825; September 17, 2012, pursuant to Resolution No. 2012-0648; May 13, 2013, pursuant to Resolution 2013-0378 and recorded in the office of the Woodbury County Recorder's Office at Roll 729, Image 9440; November 25, 2013, pursuant to Resolution No. 2013-0879 and recorded in the office of the Woodbury County Recorder's Office at Roll 732, Image 11981-12027; January 6, 2014, pursuant to Resolution No. 2014-0011 and recorded in the office of the Woodbury County Recorder's Office at Roll 733, Image 8655-8674; May 5, 2014, pursuant to Resolution No. 2014-0274 and recorded in the office of the Woodbury County Recorder's Office at Roll 735, Image 3415-3437; June 23, 2014, pursuant to Resolution No. 2014-0424 and recorded in the office of the Woodbury County Recorder's Office at Roll 736, Image 708-753; August 18, 2014, pursuant to Resolution No. 2014-0596 and recorded in the office of the Woodbury County Recorder's Office at Roll 736, Image 10608-10623; April 27, 2015, pursuant to Resolution No. 2015-0303 and recorded in the office of the Woodbury County Recorder's Office at Roll 740, Image 9908-9956; October 19, 2015, pursuant to Resolution No. 2015-0797 and recorded in the office of the Woodbury County Recorder's Office at Roll 743, Image 11386-11405; and April 18, 2016, pursuant to Resolution No. 2016-0305 and recorded in the office of the Woodbury County Recorder's Office at Roll 746, Image 7918-7976 is being further amended to add and/or confirm a proposed project to be undertaken within the Urban Renewal Area ("Amendment"). No land is being added to the Area by this Amendment.

Except as modified by this Amendment, the provisions of the Amended and Restated Combined Central Sioux-City – CBD Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

PROPOSED URBAN RENEWAL PROJECTS

The following new subsections (o) and (p) to Section G (2) are added to the Plan as follows:

G. Urban Renewal Projects

2. Development Agreements

(o) Downtown Redevelopment Project at 507 7th Street

The City of Sioux City proposes to assist with the redevelopment of the Insurance Exchange Building located at 507 7th Street. The project will consist of façade improvements, mechanical system upgrades, and other improvements to create additional leasable space in the building. Assistance shall not exceed \$300,000.

(p) Historic Pearl District Building Redevelopment

The City of Sioux City proposes to assist with the redevelopment of a building in the Historic Pearl District. The building will be converted to an office use to be occupied by a commercial business. Assistance shall not exceed \$300,000.

DEBT

| | | |
|----|---|---------------|
| 1. | July 1, 2015 constitutional debt limit: | \$196,822,505 |
| 2. | Outstanding general obligation debt: | \$123,510,000 |
| 3. | Proposed amount of indebtedness to be incurred: It is estimated that the cost of the proposed property tax abatement, economic development grant or assistance with infrastructure improvements as described above will be approximately as follows: <ul style="list-style-type: none">• Downtown Redevelopment Project at 507 7th Street \$300,000• Historic Pearl District Building Redevelopment \$300,000 | |

PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property.

URBAN RENEWAL PLAN AMENDMENTS

The Plan may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding urban renewal projects, or to modify goals or types of renewal activities. The City Council may amend this Plan in accordance with applicable state law.

EFFECTIVE DATE

This Urban Renewal Plan Amendment No. 1 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code.

REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF SIOUX CITY, IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 1 TO THE AMENDED AND RESTATED DONNER PARK URBAN RENEWAL PLAN FOR THE DONNER PARK URBAN RENEWAL AREA OF THE CITY OF SIOUX CITY, IOWA

The City of Sioux City, Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 3:30 P.M., August 30, 2016 in Room 306, City Hall, 405 Sixth Street, Sioux City, Iowa concerning a proposed Amendment No. 1 to the Amended and Restated Donner Park Urban Renewal Plan for the Donner Park Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in said Amended Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Manager (or his designee) as the designated representative of the City of Sioux City, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 1 to the Amended Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Sioux City, Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this 22nd day of August, 2016



Lisa L. McCardle, City Clerk
City of Sioux City, Iowa

(END OF NOTICE)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF THE
PROPOSED AMENDMENT NO. 1 TO THE AMENDED AND RESTATED
DONNER PARK URBAN RENEWAL PLAN FOR THE DONNER PARK URBAN
RENEWAL AREA OF THE CITY OF SIOUX CITY, IOWA

The City Council of the City of Sioux City, Iowa, will hold a public hearing before itself at its meeting which commences at 4:00 P.M. on September 26, 2016 in the Council Chambers, City Hall, Sioux City, Iowa to consider adoption of the proposed Amendment No. 1 to the Amended and Restated Donner Park Urban Renewal Plan (the "Amended Plan") for the existing Donner Park Urban Renewal Area ("Project Area").

A copy of Amendment No. 1 to the Amended Plan is on file for public inspection in the office of the City Clerk, City Hall, Sioux City, Iowa.

The purpose of the Amendment No. 1 to the Amended Plan is to further update certain provisions of the Amended Plan to conform to current City objectives, planning initiatives and program activities for the Project Area.

The general scope of the urban renewal activities under consideration in the Amended Plan is to convey land and enter into development agreements for new development and the redevelopment of existing commercial buildings and land for commercial residential and mixed use purposes in order to encourage investment and strengthen the area economy. This activity may involve grants, rebates, loans or other incentives funded by tax increment financing.

Specifically, the amendment addresses proposed urban renewal projects for the construction of a new building on Stadium Drive, the development of several parcels on Sergeant Road and industrial expansion in the Bridgeport Industrial Park.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This Notice is given by order of the City Council of Sioux City, Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this 22nd day of August, 2016.



Lisa L. McCardle, City Clerk, Sioux City, Iowa

Publish in the Sioux City Journal September 17, 2016.

(END OF NOTICE)

AMENDMENT NO. 1

**TO THE
AMENDED AND RESTATED DONNER PARK
URBAN RENEWAL PLAN**

**FOR THE
DONNER PARK
URBAN RENEWAL AREA**

CITY OF SIOUX CITY, IOWA

**AMENDMENT NO. 1
TO THE
AMENDED AND RESTATED
DONNER PARK URBAN RENEWAL PLAN
CITY OF SIOUX CITY, IOWA**

The Amended and Restated Donner Park Urban Renewal Plan ("Plan") for the Donner Park Urban Renewal Area ("Area" or "Urban Renewal Area"), originally adopted December 7, 1987, pursuant to Resolution No. 87/T-6002 and recorded in the office of the Woodbury County Recorder's Office at Roll 195, Image 1135 and subsequent amendments to the same on September 12, 1988, pursuant to Resolution No. 88/T-6760 and recorded in the office of the Woodbury County Recorder's Office at Roll 206, Image 2169; June 10, 1991, pursuant to No. 91/T-9955; October 12, 1992, pursuant to Resolution No. 92/U-549; December 20, 1993, pursuant to Resolution No. 93/U-1656; December 19, 1994, pursuant to Resolution No. 94/U-2783; March 24, 1997, pursuant to Resolution No. 97/U-5267 and recorded in the office of the Woodbury County Recorder's Office at Roll 370, Image 1365; August 24, 2009, pursuant to Resolution No. 2009-0679 and recorded in the office of the Woodbury County Recorder's Office at Roll 706, Image 482; September 13, 2010, pursuant to Resolution No. 2010-0670; December 10, 2012, pursuant to Resolution No. 2012-0842; May 13, 2013, pursuant to Resolution No. 2013-0377 and recorded in the office of the Woodbury County Recorder's Office at Roll 729, Image 9458; November 25, 2013, pursuant to Resolution No. 2013-0877 and recorded in the office of the Woodbury County Recorder's Office at Roll 733, Image 1229-1283; May 5, 2014, pursuant to Resolution No. 2014-0273 and recorded in the office of the Woodbury County Recorder's Office at Roll 735, Image 3371-3392; September 8, 2014, pursuant to Resolution No. 2014-0665 and recorded in the office of the Woodbury County Recorder's Office at Roll 737, Image 2883-2902; December 22, 2014, pursuant to Resolution No. 2014-0939 and recorded in the office of the Woodbury County Recorder's Office at Roll 739, Image 266-332; April 27, 2015, pursuant to Resolution No. 2015-0304 and recorded in the office of the Woodbury County Recorder's Office at Roll 740, Image 9802-9864; July 13, 2015, pursuant to Resolution No. 2015-0535 and recorded in the office of the Woodbury County Recorder's Office at Roll 742, Image 1525-1541; September 14, 2015, pursuant to Resolution No. 2015-0693 and recorded in the office of the Woodbury County Recorder's Office at Roll 743, Image 3862-3885 and April 18, 2016, pursuant to Resolution No. 2016-0306 and recorded in the office of the Woodbury County Recorder's Office at Roll 746, Image 7843-7917 is being further amended to add and/or confirm a proposed project to be undertaken within the Urban Renewal Area ("Amendment"). No land is being added to the Area by this Amendment.

Except as modified by this Amendment, the provisions of the Amended and Restated Donner Park Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

PROPOSED URBAN RENEWAL PROJECTS

The following subsection (s) of Section E (1) of the Plan is amended as follows:

E. Urban Renewal Projects

1. Development Agreements

(s) Industrial Development TIF Assistance

The City proposes to assist with the expansion of an industrial firm in the Bridgeport Industrial Park. The assistance will likely come in the form of property tax abatements, economic development grants, or assistance with infrastructure improvements. Assistance shall not exceed \$3,000,000.

The following new subsections (u) and (v) to Section E (1) are added to the Plan as follows:

E. Urban Renewal Projects

1. Development Agreements

(u) Sergeant Road Development Projects

The City proposes to assist with the development of several commercial lots on Sergeant Road which will include the construction of infrastructure and possible assistance with office/commercial building development. Assistance shall not exceed \$1,000,000.

(v) Stadium Drive Office Building

The City proposes to assist with the development of a new office building on Stadium Drive. Assistance shall not exceed \$200,000.

DEBT

| | | |
|----|--|---------------|
| 1. | July 1, 2015 constitutional debt limit: | \$196,822,505 |
| 2. | Outstanding general obligation debt: | \$123,510,000 |
| 3. | Proposed amount of indebtedness to be incurred: It is estimated that the cost of the proposed property tax abatement, economic development grant or assistance with infrastructure improvements as described above will be approximately as follows: | |
| | • Sergeant Road Development Projects | \$1,000,000 |
| | • Stadium Drive Office Building | \$200,000 |
| | • Industrial Development TIF Assistance | \$3,000,000 |

PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property.

URBAN RENEWAL PLAN AMENDMENTS

The Plan may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding urban renewal projects, or to modify goals or types of renewal activities. The City Council may amend this Plan in accordance with applicable state law.

EFFECTIVE DATE

This Urban Renewal Plan Amendment No. 1 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code.

REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

SIouxLAND HABITAT FOR HUMANITY'S



Large Variety of Bacon Recipes

Live Music | Kids Area | Photo Booth

Bacon Eating Contest | Silent Auction Items | Tailgating Games

OCTOBER 8 | 11AM-3PM
BATTERY PARK

HARD ROCK HOTEL & CASINO SIOUX CITY

\$5 TICKETS | KIDS UNDER 5 FREE



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Mr. Mark Monson
Woodbury County Board of Supervisors
620 Douglas St Rm 104
Sioux City, IA 51101-1248



SIOUX CITY

0026

Bring in this flyer with a friend and one of you gets in for

EDEE

SIouxLAND HABITAT FOR HUMANITY'S



FUNDRAISING NEVER TASTED
SO GOOD!



Presented by
Seaboard Triumph Foods

WHAT IS BACONFEST?

Baconfest is an outdoor festival about Bacon! Bacon lovers are brought together with recipes, bacon dinners, bacon appreciation and more than 100 vendors with the most favorite of porcine products. We aim to celebrate with a local family and other in NorthWest Iowa. Guests will enjoy music, vendors, food, fun. Free sample size portions of bacon foods and drinks will be provided. Watch the game on TV and participate in tailgating games. The result is a fundraising for Siouxland Habitat for Humanity. All proceeds go to help fund the building and financing of affordable decent homes through the power of community.

SPONSORSHIP OPPORTUNITIES



- Prize Winning Pig (Entrance Sponsor) \$3,000**
Large banner provided at entrance, large logos on t-shirts and other banners | 20 entrance tickets.
- Pot Belly Pig (Stage Sponsor) \$1,000**
Large banner provided at the stage (live music & bacon eating location).
Medium logo on t-shirts and other banners | 10 entrance tickets.
- Wild Hog (Logo-ed Sponsor)..... \$500**
Logo placed on other banners and all t-shirts | 5 entrance tickets
- Piglet (Named Sponsor)..... \$250**
Name on banners and t-shirts in list of sponsors | 3 entrance tickets.

IN KIND DONATIONS AND SILENT AUCTION ITEMS WELCOME.

In kind donations of larger amounts are given space on t-shirts and banners.

Questions? Call Nick Miller at 712-255-6244
or email nmiller@siouxlandhabitat.org.

PLEASE MAKE CHECKS PAYABLE TO SIOUXLAND HABITAT FOR HUMANITY AND MAIL TO:

Siouxland Habitat for Humanity
PO Box 5318
Sioux City, IA 51102

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> |
|-------------|------------|------------------------|-------------|----------------------------------|--------------------------|------------------------------|
| 8/13/16 | Saturday | 238 | 219 | 19 | 0 | 17 |
| 8/14/16 | Sunday | 238 | 219 | 19 | 0 | 17 |
| 8/15/16 | Monday | 231 | 212 | 19 | 0 | 17 |
| 8/16/16 | Tuesday | 236 | 216 | 20 | 0 | 17 |
| 8/17/16 | Wednesday | 237 | 217 | 20 | 0 | 17 |
| 8/18/16 | Thursday | 240 | 221 | 19 | 0 | 9 |
| 8/19/16 | Friday | 247 | 227 | 20 | 0 | 9 |
| | | 1667 | 1531 | 136 | 0 | 103 |

24 HOUR DAILY COUNT

| <u>DATE</u> | <u>TOTAL</u> | <u>MALE</u> | <u>FEMALE</u> |
|-------------|--------------|-------------|---------------|
| 8/13/16 | 269 | 227 | 42 |
| 8/14/16 | 263 | 222 | 41 |
| 8/15/16 | 249 | 211 | 38 |
| 8/16/16 | 244 | 209 | 35 |
| 8/17/16 | 255 | 216 | 39 |
| 8/18/16 | 258 | 215 | 43 |
| 8/19/16 | 267 | 225 | 42 |
| | 1805 | 1525 | 280 |

*Highest population count each day