



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(SEPTEMBER 26, 2017) (WEEK 39 OF 2017)**

Live streaming at:
<https://www.youtube.com/user/woodburycountyiowa>

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Rocky L. De Witt 253-0421 rdewitt@woodburycountyiowa.gov	Marty J. Pottebaum 251-1799 mpottebaum@woodburycountyiowa.gov	Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov	Jeremy J. Taylor 259-7910 jtaylor@woodburycountyiowa.gov	Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held September 26, 2017 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.

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, your remarks may be limited 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 silence cell phones and other devices while in the Board Chambers.

AGENDA

4:30 p.m. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

- | | |
|--|-------------|
| 1. Citizen Concerns | Information |
| 2. Approval of the agenda September 26, 2017 | Action |

Consent Agenda

Items 3 through 8 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

3. Approval of the minutes of the September 19, 2017 meeting
Approval of the minutes of the special meeting September 15, 2017 meeting
4. Approval of claims
5. Board Administration – Karen James
 - a. Approval of resolution approving petition for suspension of taxes through the redemption process
 - b. Approval of resolution for a tax abatement for the Sioux City Community School District
 - c. Approval of resolution for a tax abatement for the Yasha Foundation

6. Public Bidder – Heather Satterwhite
Approval of Notice of Property Sale Resolution for Parcel #864426377004 (setting for Tuesday, October 10th at 4:35)
7. Human Resources – Ed Gilliland
Approval of Memorandum of Personnel Transaction
8. Secondary Roads – Mark Nahra
Consideration of permit to work in the county right of way

End Consent Agenda

- 4:35 p.m.** (Set Time)
9. Public Bidder – Heather Satterwhite
Public hearing and sale of property parcel #894720386007 & #894720386008 (aka 1123 W. 14th Street & 1402 Myrtle Street) Action
 10. Elections – Steve Hofmeyer
Canvass for the WIT Election
 11. Rural Economic Development – David Gleiser
Approval of United Way of Siouxland Employee Contribution Campaign Action
 12. Human Resources – Ed Gilliland
 - a. Approval to change Flex Plan Administration Action
 - b. Approval of Woodbury County Bloodborne Pathogens Policy Action
 13. Conservation – Rick Schneider
Presentation on anticipated impacts of H.R. 3688 as it affects Snyder Bend Park and Woodbury County Information

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

14. Approval of minutes of the September 19, 2017 meeting Action

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

15. Secondary Roads – Mark Nahra
 - a. Consider approval of contract for project number L-B(Q10)—73-97 Action
 - b. Accept and approve proposal for Slurry Levelers 2017 Action
16. Board of Supervisors – Jeremy Taylor
Approval of tabling Law Enforcement Center Expansion Projects B-1 and C-1/ C-2 until certain staffing and time parameters are met Action
17. Building Services – Kenny Schmitz
 - a. Approval of Siouxland District Health-Rooftop AC Unit #7 repair Action
 - b. Approval of 2017 C.I.P. funding reallocation Action
 - c. Approval of Courthouse HVAC Project #1 Controls Upgrade- Construction Manager Contract Addendum Action
 - d. Approval of Courthouse Project #2 Automation Controls/HVAC retrofit Floors 3rd thru 7th – Construction Manager AIA C-132 Contract Action

18. Board Administration – Dennis Butler
Approval of Local Option Sales Tax and Gaming Revenue Budgets: De-obligate Action
And Obligate FY 17 Line-Items to FY 18 Line-Items
19. Chairman's Report Information
 - a. Policy Review Committee Minutes (Sept. 14)
 - b. 15th Tri-State Governor's Conference (Sept. 26)
20. Reports on Committee Meetings Information
21. Citizen Concerns Information
22. Board Concerns Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

MONDAY, SEPT. 25	6:00 p.m.	Zoning Commission Meeting, First Floor Boardroom
TUESDAY, SEPT. 26	1:00 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars
	2:00 p.m.	DECAT Board meeting, Western Hills AEA, Room F
MONDAY, OCT. 2	6:00 p.m.	Board of Adjustment meeting, First Floor Boardroom
TUESDAY, OCT. 3	2:00 p.m.	Historical Committee meeting, First Floor Boardroom
	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, OCT. 4	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
	6:30 p.m.	Danbury Town Hall Meeting, Danbury Community Center
THURSDAY, OCT. 5	4:00 p.m.	Conservation Board Meeting, Brown's Lake – Bigelow Park
WEDNESDAY, OCT. 11	8:05 a.m.	Woodbury County Information Communication Commission, First Floor Boardroom
THURSDAY, OCT. 12	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St.
MONDAY, OCT. 16	8:00 a.m.	Department Head Meeting, LEC Conference Room
WEDNESDAY, OCT. 18	12:00 p.m.	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
	10:00 a.m.	Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook
THURSDAY, OCT. 19	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
MONDAY, OCT. 23	6:00 p.m.	Zoning Commission Meeting, First Floor Boardroom
TUESDAY, OCT. 24	1:00 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars
WEDNESDAY, NOV. 1	10:30 a.m.	Loess Hills Alliance-Stewardship Committee Meeting, Pisgah
	1:00 p.m.	Loess Hills Alliance-Executive Meeting
	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, NOV. 2	4:30 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
MONDAY, NOV. 6	6:00 p.m.	Board of Adjustment meeting, First Floor Boardroom
TUESDAY, NOV. 7	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.

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.

SEPTEMBER 19, 2017, THIRTYSIXTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, September 19, 2017 at 2:00 p.m. Board members present were Radig, Ung, Taylor, De Witt, and Pottebaum. Staff members present were Dennis Butler, Budget/Tax Analyst, Karen James, Board Administrative Coordinator, Ed Gilliland, Human Resources Director, Abigail Sills, Assistant County Attorney and Patrick Gill, Auditor/Clerk to the Board.

- 1. Motion by Ung second by Radig to go into closed session per Iowa Code Section 21.5(1)(i). Carried 5-0 on a roll-call vote.

Motion by Pottebaum second by Ung to go out of closed session per Iowa Code Section 21.5(1)(i). Carried 5-0 on a roll-call vote.

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

- 2. The chair opened the floor to hear citizen concerns.

Dick Owens, 1400 Indian Hills, Sioux City, expressed concerns in regard to funding for the Sanford Center and presented a report to the Board.

- 3. Motion by Ung second by Taylor to approve the Agenda for September 19, 2017. Carried 5-0. Copy filed.

- 11. A public hearing was held at 4:35 p.m. for the sale of parcels #894717351012 & #894717351011, 1667 & 1673 W. Lunah Ave. The Chairperson called on anyone wishing to be heard.

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

Motion by Ung second by De Witt to approve and authorize the Chairperson to sign a Resolution for the sale of real estate parcels #894717351012 & #894717351011, 1667 & 1673 W. Lunah Ave., to The Nature Conservancy, 505 5th Ave., Suite 905, Des Moines, IA, for \$511.00 plus recording fees. Carried 5-0.

RESOLUTION OF THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA RESOLUTION #12,625

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

By The Nature Conservancy in the sum of Five Hundred Eleven Dollars & 00/100 (\$511.00) dollars.

For the following described real estate, To Wit:

Parcel #894717351012 & #894707351011

Lot 29 Pleasant View Addition, City of Sioux City, in the County of Woodbury and State of Iowa (1667 W. Lunah Ave.)

Lot 28 Pleasant View Addition, City of Sioux City, in the County of Woodbury and State of Iowa (1673 W. Lunah Ave.)

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

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

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

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

SO DATED this 19th Day of September, 2017.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Motion by Ung second by Radig to approve the following items by consent:

- 4. To approve minutes of the September 12, 2017 meeting. Copy filed.
- 5. To approve the claims totaling \$433,847.31. Copy filed.
- 6. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Siouxland Community Christian School, Inc. for parcel #884704101004.

**WOODBURY COUNTY, IOWA
RESOLUTION #12,626
RESOLUTION APPROVING ABATEMENT OF TAXES**

WHEREAS, Siouxland Community Christian School, Inc. is the titleholder of real estate Parcels #884704101004 and #884704101002 located in Woodbury County, Iowa and legally described as follows:

Parcels #884704101004

LL-SC COMM 88-47 LOTS 3 THRU 19 AND LOTS 21 THRU 36 AND LOTS 21 THRU 36 AND VAC N/S ALLEY BTWN IN BLK 95 (EX PT TO STATE) AND LOTS 3 THRU 14 BLK 96 AND VAC WELLS AVE ABUTT (EX PT TO STATE) ALL IN VAC MORNINGSIDE THIRD ADDN LYING N OF COUNTY ROAD AND NOW KNOWN AS PT OF GOV LO

Parcels #884704101002

WOODBURY TOWNSHIP PT OF WELLS AVE, PT BLKS 95 & 96 MORNINGSIDE ADDN 3RD FILING COM NW COR GOVT LOT2 THEC E497.3' S693' TO POB; THEC S35.5' E305.9' N29.2' & E306' 4-88-47

WHEREAS, the above-stated property has taxes owing for the 2017-2018 tax year, and the parcel is owned by Siouxland Community Christian School, Inc.; and

WHEREAS, the organization, namely Siouxland Community Christian School, Inc. is failing to immediately pay the taxes due; and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes; and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 427.3 for the taxes owed for the tax year 2017-2018, and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 19th day of September, 2017.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 7. To approve and authorize the Chairperson to sign a Resolution setting the public hearing date and sale date of parcel #894721406004, 1924 Ingleside Ave., Sioux City.

**RESOLUTION #12,627
NOTICE OF PROPERTY SALE**

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

**Lot 2, except the East 100 feet thereof, in Block 2, Boulevard Addition to Sioux City, in the County of Woodbury and State of Iowa
(1924 Ingleside Ave.)**

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **3rd Day of October, 2017 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **3rd Day of October, 2017**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$313.00** plus recording fees.

Dated this 19th Day of September, 2017.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

8. To approve the transfer of Peter McDermott, Equipment Operator, Secondary Roads Dept., effective 9-25-17, \$22.99/hour, -1%=-\$.30/hour. Position Transfer from Motor Grader Operator to Equipment Operator. Copy filed.
9. To approve the appointment of Dr. Julie A. Breiner as County Medical Examiner. Copy filed.
10. To approve the above ground utility permits for McLeod USA Telecom. Copy filed.

Carried 5-0.

12. Motion by Radig second by Ung to approve the purchase of a new copy machine for Treasurer Motor Vehicle Dept. from Office Systems Co. for \$2566.00. Carried 5-0. Copy filed.

Motion by Taylor second by Ung to fund the purchase of the new copy machine from Gaming Revenue Funds. Carried 5-0.

13. Motion by Radig second by De Witt to approve the policy titled "Contract Accessibility" and to enroll in the County's Policy Manual. Carried 5-0. Copy filed.

- 14a. Bid letting was held for project #L-(280th St.)—73.97. The bids are as follows:

Flewelling Earthmoving, Inc., Merville, IA	\$ 63,743.90
Peterson Contractors, Inc., Reinbeck, IA	\$ 99,622.05
Lieber Construction Inc., North Sioux City, SD	\$112,115.00
L. A. Carlson Contracting, Merrill, IA	\$119,878.45

Motion by Ung second by Radig to award the bid for project #L-(280th St.)—73-97 to Flewelling Earthmoving, Inc., Merville, IA, for \$63,743.90. Carried 5-0. Copy filed.

- 14b. Bid letting was held for project #M-HC 17-4. The bids are as follows:

Dixon Construction Co., Correctionville, IA	\$ 49,000.00
L. A. Carlson Contracting, Merrill, IA	\$ 58,454.00
Nelson & Rock Contracting, Inc., Onawa, IA	\$ 66,902.00

Motion by Radig second by Ung to award the bid for project #M-HC 17-4 to Dixon Construction Co., Correctionville, IA, for \$ 49,000.00. Carried 5-0. Copy filed.

- 14c. Motion by Ung second by Taylor to award the quote to S & S Equipment for a new McCormick X7 440 tractor for \$82,500. Carried 5-0. Copy filed.

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

The Supervisors meeting was called back to order.

- 16a. Motion by Taylor second by Ung to award the Courthouse sub-basement columns emergency repair project contract to Vector Construction \$21,661.00. Carried 5-0. Copy filed.
- 16b. Motion by Taylor second by Ung to approve the CMBA Needs Assessment fee adjustment dated 9/10/2017. Carried 5-0. Copy filed.
- 16c. Motion by Ung second by Radig to approve seeking bids for the Courthouse Project 1 Automation Controls/HVAC improvements. Carried 5-0. Copy filed.

Motion by Ung second by Radig to opening bids for the Courthouse Project 1 Automation Controls/HVAC improvements on October 24th, 2017 at 3:00 p.m. in the Board of Supervisors Office. Carried 5-0.

Motion by Ung second by Taylor to approve to set a public hearing date for October 31st, 2017 at 4:45 p.m. for Courthouse Project 1 Automation Controls/HVAC. Carried 5-0.

- 16d. Motion by Ung second by Taylor to approve seeking bids for the Courthouse HVAC Project 2 "HVAC 3rd thru 7th Floor Retrofit". Carried 5-0. Copy filed.

Motion by Ung second by Radig to approve opening bids on October 24th, 2017 at 3:15 p.m. in the Board of Supervisors Office for the Courthouse HVAC Project 2 "HVAC 3rd thru 7th Floor Retrofit". Carried 5-0.

Motion by Ung second by Radig to approve setting a public hearing date for October 31st, 2017 at 4:50 p.m. for the Courthouse HVAC Project 2 "HVAC 3rd thru 7th Floor Retrofit". Carried 5-0.

- 16e. Motion by Ung second by Radig to approve the sale of the Prairie Hills Chiller to Dunwell Heating & Cooling for \$10,000.00. Carried 5-0. Copy filed.
- 16f. Information on LEC Optimization Plan C1 Project – Staffing Report Portion – Goldberg Group Architects was presented to the Board. Copy filed.

Motion by Taylor second by Ung to receive Staffing Report. Carried 5-0. Copy filed.

- 17. The Chairperson reported on the day-to-day activities.
- 18. Reports on committee meetings were presented.
- 19. During the citizen concerns agenda item, there was a discussion of receiving documents that are submitted to the Board during their meetings.

Motion by Radig second by Pottebaum to receive the report from Dick Owens submitted at the beginning of this meeting. Carried 3-2; Taylor and DeWitt were opposed. Copy Filed.

20. Board member concerns were presented.

The Board adjourned the regular meeting until September 26, 2017.

Meeting sign in sheet. Copy filed.

SEPTEMBER 15, 2017-SPECIAL MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Friday, September 15, 2017, at 3:30 p.m. Board members present were Ung, Taylor, Pottebaum, and Radig; De Witt was absent. Staff members present were Ed Gilliland, Human Resources Director, Michelle Skaff, Deputy Auditor/Clerk to the Board and Steve Hofmeyer, Deputy Commissioner of Elections.

The meeting was called to order to canvass School Board Election held in Woodbury County on September 12, 2017.

Steve Hofmeyer, Deputy Commissioner of Elections presented the Official Canvass results for School Board were as follows:

There were 5 Provisional Ballots of which 1 was rejected and 4 were accepted. There were 35 after-election ballots received, of which 13 were timely postmarked and accepted and 22 that were rejected for late/missing postmarks.

Lawton-Bronson School Board Director District 3

WRITE-IN

Marc Benson	Received one (1) vote
Paul Hallowell	Received one (1) vote
Monica Mathistad	Received one (1) vote
Jodie Mrla	Received one (1) vote
Jayna Woolridge	Received twenty-eight (28) votes
Candidate Total	Thirty-two (32) votes
SCATTERING	Zero (0) votes
TOTAL	Thirty-two (32) votes

We therefore declare:

Jayna Woolridge duly elected for the office of Lawton-Bronson School Board Director District 3 for the term of 4 years.

Lawton-Bronson School Board Director District 5

Kristie Amick	Received fifty-one (51) votes
Candidate Total	Fifty-one (51) votes
SCATTERING	Four (4) votes
TOTAL	Fifty-five (55) votes

We therefore declare:

Kristie Amick duly elected for the office of Lawton-Bronson School Board Director District 5 for the term of 4 years.

Maple Valley-Anthon-Oto School Board Director-District 1

Karen J. Kennedy	Received one hundred (100) votes
Candidate Total	One hundred (100) votes
SCATTERING	Two (2) votes
TOTAL	One hundred two (102) votes

We therefore declare:

Karen J. Kennedy duly elected for the office of Maple Valley-Anthon-Oto School Board Director-District 1 for the term of 4 years.

Maple Valley-Anthon-Oto School Board Director-District 3

Dale E. Wimmer	Received one hundred four (104) votes
Candidate Total	One hundred four (104) votes
SCATTERING	One (1) vote

TOTAL One hundred five (105) votes

We therefore declare:

Dale E. Wimmer duly elected for the office of Maple Valley-Anthon-Oto School Board Director-District 3 for the term of 4 years.

Maple Valley-Anthon-Oto School Board Director-District 5

WRITE-IN

Matt Mead Received seventy-two (72) votes

Candidate Total Seventy-two (72) votes

SCATTERING Nine (9) votes

TOTAL Eighty-one (81) votes

We therefore declare:

Matt Mead duly elected for the office of Maple Valley-Anthon-Oto School Board Director-District 5 for the term of 4 years.

River Valley School Board Director District 1

Debie Stevenson Received fifty-seven (57) votes

Candidate Total Fifty-seven (57) votes

SCATTERING One (1) vote

TOTAL Fifty-eight (58) votes

We therefore declare:

Debie Stevenson duly elected for the office of River Valley School Board Director District 1 for the term of 4 years.

River Valley School Board Director District 4

Kristi Krager Received sixty-one (61) votes

Candidate Total Sixty-one (61) votes

SCATTERING Zero (0) votes

TOTAL Sixty-one (61) votes

We therefore declare:

Kristi Krager duly elected for the office of River Valley School Board Director District 4 for the term of 4 years.

Sergeant Bluff-Luton School Board Director

Michael Laughlin Received fifty-two (52) votes

David Schaar Received fifty-six (56) votes

Candidate Total One hundred eight (108) votes

SCATTERING Six (6) votes

TOTAL One hundred fourteen (114) votes

We therefore declare:

Michael Laughlin duly elected for the office of Sergeant Bluff-Luton School Board Director for the term of 4 years.
David Schaar duly elected for the office of Sergeant Bluff-Luton School Board Director for the term of 4 years.

Sioux City School Board Director

Perla Alarcon-Flory Received one thousand six hundred sixty-four (1664) votes

Shaun Broyhill Received one thousand three hundred fifty (1350) votes

Ron Colling Received two thousand three hundred sixty-eight (2368) votes

Miyuki Nelson	Received one thousand five hundred twenty-nine (1529) votes
Jeremy Saint	Received two thousand three hundred thirty-five (2335) votes
Candidate Total	Nine thousand two hundred forty-six (9246) votes
SCATTERING	Forty-nine (49) votes
TOTAL	Nine thousand two hundred ninety-five (9295) votes

We therefore declare:

Perla Alarcon-Flory duly elected for the office of Sioux City School Board Director for the term of 4 years.
 Ron Colling duly elected for the office of Sioux City School Board Director for the term of 4 years.
 Jeremy Saint duly elected for the office of Sioux City School Board Director for the term of 4 years.

Westwood School Board Director

Robert E. Dandurand	Received two hundred twenty (220) votes
Lee Haveman	Received one hundred seven (107) votes
Brady Worrell	Received two hundred forty-three (243) votes
Candidate Total	Five hundred seventy (570) votes
SCATTERING	Seven (7) votes
TOTAL	Five hundred seventy-seven (577) votes

We therefore declare:

Robert E. Dandurand duly elected for the office of Westwood School Board Director for the term of 4 years.
 Brady Worrell duly elected for the office of Westwood School Board Director for the term of 4 years.

Woodbury Central School Board Director

Bradley Koele	Received one hundred thirty-six (136) votes
WRITE-IN	
Donny Reblitz	Received eighty-five (85) votes
Clint Thomsen	Received one hundred thirteen (113) votes
Candidate Total	Three hundred thirty-four (334) votes
SCATTERING	Seventy-five (75) votes
TOTAL	Four hundred nine (409) votes

We therefore declare:

Bradley Koele duly elected for the office of Woodbury Central School Board Director for the term of 4 years.
 Donny Reblitz duly elected for the office of Woodbury Central School Board Director for the term of 4 years.
 Clint Thomsen duly elected for the office of Woodbury Central School Board Director for the term of 4 years.

Motion by Pottebaum second by Taylor to approve and receive the Official Canvass results for the School Board Election.
 Carried 4-0. Copy filed.

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

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

The Board adjourned the meeting.



Moore Heffernan
Moeller Johnson
& Meis LLP

RECEIVED

SEP 19 2017

WOODBURY COUNTY
BOARD OF SUPERVISORS

DAN A. MOORE *
MAUREEN B. HEFFERNAN +
RICHARD H. MOELLER ++
JEFFREY A. JOHNSON ++
ROBERT F. MEIS ++
ANGIE J. SCHNEIDERMAN *
KARRIE R. HRUSKA *
JASON GANN +
MARK C. CORD III ++
NIKKI K. NOBBE

WRITER'S EMAIL

DMoore@MooreHeffernanLaw.com

+ Also admitted in Nebraska
* Also admitted in South Dakota

September 19, 2017

HAND DELIVERED

Woodbury County Board of Supervisors
Attention: Karen James, Administrative Coordinator
620 Douglas Street, Room 104
Sioux City, Iowa 51101

Re: Request to be Placed on the Agenda of the Board of Supervisors
for September 26, 2017

Dear Ms. James:

I represent The Sioux City Community School District in the Counties of Woodbury and Plymouth, State of Iowa. The purpose of this letter is to request that I be placed on the next Board of Supervisors' meeting scheduled for September 26, 2017 to request tax abatements for the following described parcels:

1. 3021 Jennings Street. Parcel No. 8947-16-451-005.
2. 3025 Jennings Street. Parcel No. 8947-16-451-004.
3. 3029 Jennings Street. Parcel No. 8947-16-451-003.
4. 3033 Jennings Street. Parcel No. 8947-16-451-002.

We respectfully request tax abatements of the 2016-2017 fiscal year property taxes on these four parcels for the reasons that The Sioux City Community School District acquired these parcels in 2014 and 2015 with individual leases to the property owners for \$1.00 until they were able to deliver possession to the School District, which the latest lease terminated on February 29, 2016. The other leases expired in 2015. These houses were demolished on or about March of 2016. In any event, these parcels have now been included in the Bryant Elementary School Site Project and we respectfully request these tax abatements.

I am enclosing copies of the Tax Statements and Demolition Permits submitted by Hebert Construction.

Woodbury County Board of Supervisors
Attention: Karen James,
Administrative Coordinator
September 19, 2017
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I plan to attend the scheduled Board of Supervisors' Meeting for any further explanation or to answer questions. Thank you.

Sincerely,



Dan A. Moore
For the Firm

DAM:dak
Enclosures
cc: Dr. Paul R. Gausman, Superintendent
Cynthia A. Lloyd, Board Secretary

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Sioux City Community School District. is the titleholder of real estate Parcels #894716451005, #894716451004, #894716451003, #894716451002 located in Woodbury County, Iowa and legally described as follows:

Parcel #894716451005
PEIRCES ADDITION LOT 4 BLK 36

Parcel #894716451004
PEIRCES ADDITION LOT 3 BLK 36

Parcel #894716451003
PEIRCES ADDITION LOT 2 BLK 36

Parcel #894716451002
PEIRCES ADDITION LOT 1 BLK 36

WHEREAS, the above-stated property has taxes owing for the 2017-2018 tax year, and the parcel is owned by Sioux City Community School District; and

WHEREAS, the organization, namely Sioux City Community School District is failing to immediately pay the taxes due; and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes; and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 427.3 for the taxes owed for the tax year 2017-2018, and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 26th day of September, 2017.

ATTEST:
SUPERVISORS

WOODBURY COUNTY BOARD OF

Patrick F. Gill
Woodbury County Auditor/Recorder

Matthew A. Ung, Chairman

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

822 DOUGLAS ST - ROOM 102
 SIOUX CITY IA 51101 PHONE (712) 279-6495 8947-16-451-005
 taxdept@woodburycountyiowa.gov

Receipt#
42831

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

822 DOUGLAS ST - ROOM 102
 SIOUX CITY IA 51101 PHONE (712) 279-6495 8947-16-451-005
 taxdept@woodburycountyiowa.gov

Receipt#
42831

TOTAL TAX DUE: OF **SEPT 1, 2017**

\$3,814.00

\$1,907.00

DED 123489510

Delinquent OCT 1, 2017

TAX DUE: **MARCH 1, 2018**

\$1,907.00

DED 123489510

Delinquent APRIL 1, 2018

SIOUX CITY COMMUNITY SCHOOL DISTRICT
 IN COUNTIES OF WOODBURY & PLYMOUTH
 627 4TH ST
 SIOUX CITY IA 51101

SIOUX CITY COMMUNITY SCHOOL DISTRICT
 IN COUNTIES OF WOODBURY & PLYMOUTH
 627 4TH ST
 SIOUX CITY IA 51101

PAY YOUR TAXES ONLINE AND CHECK YOUR TAX INFORMATION AT www.woodburycountyiowa.gov

087 00 087 SC LL

SIOUX CITY COMM

087 00 087 SC LL

SIOUX CITY COMM

WOODBURY COUNTY REAL ESTATE TAXES, SEND THE CORRECT STUBS WITH YOUR CHECK FOR PAYMENT.
 SEE REVERSE SIDE FOR MORE INFORMATION.

Based on JANUARY 1, 2016 Valuations. Taxes FOR JULY 1, 2016 - JUNE 30, 2017, payable SEPTEMBER 2017 and MARCH 2018

Parcel 8947-16-451-005

Location: 3021 JENNINGS ST SIOUX CITY

087 00 087 SC LL SIOUX CITY COMM

Sect 000 Twn 000 Rng 000 Gross Acres .00
 Exempt Acres .00
 Net Acres .00

Legal Description PEIRCES ADDITION LOT 4 BLK 36

VALUATIONS AND TAXES THIS YEAR		LAST YEAR		TAXES DUE	Delinquent Tax, Specials, Drainage, Tax Sale
Res	Assessed	Taxable	Assessed	Taxable	
Land:	22,800	12,982	22,800	12,683	
Buildings:	145,300	82,733	145,300	80,824	
Dwelling:					
TOTAL VALUE:	168,100	95,715	168,100	93,507	
Less Military Exemption:					

NET TAXABLE VALUE: \$95,715 \$93,507

Value Times Levy per 1000 of: 39.8453200

40.3048700

EQUALS GROSS TAX OF: 3,813.79 3,768.79

Less Credits of:

Homestead Credit 195.48-

Ag Land Credit

Family Farm Credit

Business Prop Tax Credit Fund

Low Income/Elderly Credit

Prepaid Tax

1,209.00-

NET ANNUAL TAXES: \$3,814.00 \$2,365.00

123489510 00000000 00000000
 SIOUX CITY COMMUNITY SCHOOL DISTRICT
 IN COUNTIES OF WOODBURY & PLYMOUTH
 627 4TH ST
 SIOUX CITY IA 51101

House Tax: County EMA \$ 104,709.00

Taxing Authority:	Distribution of your current & prior year taxes			Total property taxes levied by taxing authority		
	%Total	Current	Prior	Current	Prior	Percent +/-
SIOUX CITY INC	39.580	1,509.58	1,424.73	40,164,950.00	39,317,039.00	2.156
SIOUX CITY COMM	38.624	1,473.13	1,372.68	36,137,761.00	35,293,180.00	2.393
COUNTY	18.585	708.84	661.00	27,682,986.00	26,653,273.00	3.863
WEST IA TECH	2.001	76.32	66.32	6,428,656.00	5,777,685.00	11.266
CITY ASSESSOR	.867	33.07	37.24	857,327.00	994,516.00	13.794-
CO EXTENSION	.335	12.76	11.74	495,675.00	471,524.00	5.121
STATE	.008	.30	.29	12,561.00	12,954.00	3.033-

Online Payment Available at www.iawatreasurers.org

TOTALS: \$3,814.00 \$3,574.00

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

822 DOUGLAS ST - ROOM 102
 SIOUX CITY IA 51101 PHONE (712) 279-6495
 taxdept@woodburycountyiowa.gov

Receipt#

17/18 10-42831

DUE SEPT 1, 2017

\$1,907.00

DUE MARCH 1, 2018

\$1,907.00

Date Paid: _____

Date Paid: _____

CHECK# _____

CHECK# _____

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

822 DOUGLAS ST - ROOM 102
SIOUX CITY IA 51101 PHONE (712) 279-6495 8947-16-451-004
taxdept@woodburycountyia.gov

Receipt# 42830

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

822 DOUGLAS ST - ROOM 102
SIOUX CITY IA 51101 PHONE (712) 279-6495 8947-16-451-004
taxdept@woodburycountyia.gov

Receipt# 42830

TOTAL TAX DUE: or SEPT 1, 2017

\$2,326.00

\$1,163.00

DED 123489510

Delinquent OCT 1, 2017

TAX DUE: MARCH 1, 2018

\$1,163.00

DED 123489510

Delinquent APRIL 1, 2018

SIOUX CITY COMMUNITY SCHOOL DISTRICT
IN COUNTIES OF WOODBURY & PLYMOUTH
627 4TH ST
SIOUX CITY IA 51101

SIOUX CITY COMMUNITY SCHOOL DISTRICT
IN COUNTIES OF WOODBURY & PLYMOUTH
627 4TH ST
SIOUX CITY IA 51101

PAY YOUR TAXES ONLINE AND CHECK YOUR TAX INFORMATION AT www.woodburycountyia.gov

087 00 087 SC LL

SIOUX CITY COMM

087 00 087 SC LL

SIOUX CITY COMM

WOODBURY COUNTY REAL ESTATE TAXES, SEND THE CORRECT STUBS WITH YOUR CHECK FOR PAYMENT.

SEE REVERSE SIDE FOR MORE INFORMATION.

Based on JANUARY 1, 2016 Valuations. Taxes FOR JULY 1, 2016 - JUNE 30, 2017, payable SEPTEMBER 2017 and MARCH 2018

Parcel 8947-16-451-004 Location: 3025 JENNINGS ST SIOUX CITY

087 00 087 SC LL SIOUX CITY COMM

Sect 000 Twn 000 Rng 000 Gross Acres .00
Exempt Acres .00
Net Acres .00

Legal Description PEIRCES ADDITION LOT 3 BLK 36

VALUATIONS AND TAXES THIS YEAR

Table with columns: Res, Assessed, Taxable, LAST YEAR Assessed, Taxable. Rows: Land, Buildings, Dwelling, TOTAL VALUE.

Less Military Exemption:

NET TAXABLE VALUE: \$58,362 \$57,017

Value Times Levy per 1000 of: 39.8453200 40.3048700
EQUALS GROSS TAX OF: 2,325.45 2,298.06

Less Credits of:

- Homestead Credit
Ag Land Credit
Family Farm Credit
Business Prop Tax Credit Fund
Low Income/Elderly Credit
Prepaid Tax

123489510 00000000 00000000
SIOUX CITY COMMUNITY SCHOOL DISTRICT
IN COUNTIES OF WOODBURY & PLYMOUTH
627 4TH ST
SIOUX CITY IA 51101

NET ANNUAL TAXES: \$2,326.00 \$2,298.00

House Tax: County EMA \$ 104,709.00

Table with columns: Taxing Authority, %Total, Current, Prior, Total property taxes levied by taxing authority (Current, Prior, Percent +/-).

Payment Available at www.iowatreasurers.org

TOTALS: \$2,326.00 \$2,298.00 DUE SEPT 1, 2017 \$1,163.00 DUE MARCH 1, 2018 \$1,163.00

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

822 DOUGLAS ST - ROOM 102
SIOUX CITY IA 51101 PHONE (712) 279-6495
taxdept@woodburycountyia.gov

Receipt#

17/18 10-42830

Date Paid:

CHECK#

Date Paid:

CHECK#

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

822 DOUGLAS ST - ROOM 102
SIOUX CITY IA 51101 PHONE (712) 279-6495 8947-16-451-003
taxdept@woodburycountyiowa.gov

Receipt#
42829

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

822 DOUGLAS ST - ROOM 102
SIOUX CITY IA 51101 PHONE (712) 279-6495 8947-16-451-003
taxdept@woodburycountyiowa.gov

Receipt#
42829

TOTAL TAX DUE: or **SEPT 1, 2017**

\$2,394.00

\$1,197.00

DED 123489510

Delinquent OCT 1, 2017

TAX DUE: **MARCH 1, 2018**

\$1,197.00

DED 123489510

Delinquent APRIL 1, 2018

SIOUX CITY COMMUNITY SCHOOL DISTRICT
IN COUNTIES OF WOODBURY & PLYMOUTH
627 4TH ST
SIOUX CITY IA 51101

SIOUX CITY COMMUNITY SCHOOL DISTRICT
IN COUNTIES OF WOODBURY & PLYMOUTH
627 4TH ST
SIOUX CITY IA 51101

PAY YOUR TAXES ONLINE AND CHECK YOUR TAX INFORMATION AT www.woodburycountyiowa.gov
087 00 087 SC LL SIOUX CITY COMM 087 00 087 SC LL SIOUX CITY COMM

WOODBURY COUNTY REAL ESTATE TAXES, SEND THE CORRECT STUBS WITH YOUR CHECK FOR PAYMENT.
SEE REVERSE SIDE FOR MORE INFORMATION.

Based on JANUARY 1, 2016 Valuations. Taxes FOR JULY 1, 2016 - JUNE 30, 2017, payable SEPTEMBER 2017 and MARCH 2018

Parcel 8947-16-451-003 Location: 3029 JENNINGS ST SIOUX CITY

087 00 087 SC LL SIOUX CITY COMM	Sect 000 Twn 000 Rng 000	Gross Acres	.00
		Exempt Acres	.00
		Net Acres	.00
Legal Description	PEIRCES ADDITION LOT 2 BLK 36		

Res	VALUATIONS AND TAXES THIS YEAR		LAST YEAR		TAXES DUE	Delinquent Tax, Specials, Drainage, Tax Sale
	Assessed	Taxable	Assessed	Taxable		
Land:	22,800	12,982	22,800	12,683		
Buildings:	82,700	47,089	82,700	46,003		
Dwelling:						
TOTAL VALUE:	105,500	60,071	105,500	58,686		
Less Military Exemption:						

NET TAXABLE VALUE:	\$60,071	\$58,686	
Value Times Levy per 1000 of:	39.8453200	40.3048700	123489510 00000000 00000000
EQUALS GROSS TAX OF:	2,393.55	2,365.33	SIOUX CITY COMMUNITY SCHOOL DISTRICT IN COUNTIES OF WOODBURY & PLYMOUTH 627 4TH ST SIOUX CITY IA 51101
Less Credits of:			
Homestead Credit			
Ag Land Credit			
Family Farm Credit			
Business Prop Tax Credit Fund			
Low Income/Elderly Credit			
Prepaid Tax			
NET ANNUAL TAXES:	\$2,394.00	\$2,366.00	

Taxing Authority:	Distribution of your current & prior year taxes			Total property taxes levied by taxing authority		
	%Total	Current	Prior	Current	Prior	Percent +/-
House Tax:				County EMA \$ 104,709.00		
SIOUX CITY INC	39.580	947.55	943.18	40,164,950.00	39,317,039.00	2.156
SIOUX CITY COMM	38.624	924.67	908.72	36,137,761.00	35,293,180.00	2.393
COUNTY	18.585	444.92	437.58	27,682,986.00	26,653,273.00	3.863
WEST IA TECH	2.001	47.90	43.90	6,428,656.00	5,777,685.00	11.266
CITY ASSESSOR	.867	20.76	24.66	857,327.00	994,516.00	13.794-
CO EXTENSION	.335	8.01	7.77	495,675.00	471,524.00	5.121
STATE	.008	.19	.19	12,561.00	12,954.00	3.033-

Online Payment Available at www.iowatreasurers.org

TOTALS:	\$2,394.00	\$2,366.00	DUE SEPT 1, 2017	\$1,197.00	DUE MARCH 1, 2018	\$1,197.00
WOODBURY COUNTY TREASURER	Receipt#		Date Paid: _____		Date Paid: _____	
MICHAEL R CLAYTON	17/18 10-42829		CHECK# _____		CHECK# _____	
822 DOUGLAS ST - ROOM 102						
SIOUX CITY IA 51101 PHONE (712) 279-6495						
taxdept@woodburycountyiowa.gov						

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

822 DOUGLAS ST - ROOM 102
SIOUX CITY IA 51101 PHONE (712) 279-6495 8947-16-451-002
taxdept@woodburycountyiowa.gov

Receipt#
42828

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

822 DOUGLAS ST - ROOM 102
SIOUX CITY IA 51101 PHONE (712) 279-6495 8947-16-451-002
taxdept@woodburycountyiowa.gov

Receipt#
42828

TOTAL TAX DUE: or **SEPT 1, 2017**

\$2,144.00

\$1,072.00

DED 123489510

Delinquent OCT 1, 2017

TAX DUE: **MARCH 1, 2018**

\$1,072.00

DED 123489510

Delinquent APRIL 1, 2018

SIOUX CITY COMMUNITY SCHOOL DISTRICT
IN COUNTIES OF WOODBURY & PLYMOUTH
627 4TH ST
SIOUX CITY IA 51101

SIOUX CITY COMMUNITY SCHOOL DISTRICT
IN COUNTIES OF WOODBURY & PLYMOUTH
627 4TH ST
SIOUX CITY IA 51101

PAY YOUR TAXES ONLINE AND CHECK YOUR TAX INFORMATION AT www.woodburycountyiowa.gov

087 00 087 SC LL

SIOUX CITY COMM

087 00 087 SC LL

SIOUX CITY COMM

WOODBURY COUNTY REAL ESTATE TAXES, SEND THE CORRECT STUBS WITH YOUR CHECK FOR PAYMENT.

SEE REVERSE SIDE FOR MORE INFORMATION.

Based on JANUARY 1, 2016 Valuations. Taxes FOR JULY 1, 2016 - JUNE 30, 2017, payable SEPTEMBER 2017 and MARCH 2018

Parcel 8947-16-451-002 Location: 3033 JENNINGS ST SIOUX CITY

087 00 087 SC LL SIOUX CITY COMM	Sect 000 Twn 000 Rng 000	Gross Acres	.00
		Exempt Acres	.00
		Net Acres	.00
Legal Description	PEIRCES ADDITION LOT 1 BLK 36		

VALUATIONS AND TAXES THIS YEAR		LAST YEAR		TAXES DUE	Delinquent Tax, Specials, Drainage, Tax Sale
Res	Assessed	Taxable	Assessed	Taxable	
Land:	22,800	12,982	22,800	12,683	
Buildings:	71,700	40,825	71,700	39,884	
Dwelling:					
TOTAL VALUE:	94,500	53,807	94,500	52,567	
Less Military Exemption:					

NET TAXABLE VALUE:	\$53,807	\$52,567	
Value Times Levy per 1000 of:	39.8453200	40.3048700	123489510 00000000 00000000
EQUALS GROSS TAX OF:	2,143.96	2,118.71	SIOUX CITY COMMUNITY SCHOOL DISTRICT IN COUNTIES OF WOODBURY & PLYMOUTH 627 4TH ST
Less Credits of:			SIOUX CITY IA 51101
Homestead Credit			
Ag Land Credit			
Family Farm Credit			
Business Prop Tax Credit Fund			
Low Income/Elderly Credit			
Prepaid Tax			
NET ANNUAL TAXES:	\$2,144.00	\$2,118.00	

House Tax:	County EMA \$ 104,709.00					
	Distribution of your current & prior year taxes			Total property taxes levied by taxing authority		
Taxing Authority:	%Total	Current	Prior	Current	Prior	Percent +/-
SIOUX CITY INC	39.580	848.60	844.32	40,164,950.00	39,317,039.00	2.156
SIOUX CITY COMM	38.625	828.11	813.47	36,137,761.00	35,293,180.00	2.393
COUNTY	18.585	398.46	391.71	27,682,986.00	26,653,273.00	3.863
WEST IA TECH	2.001	42.90	39.30	6,428,656.00	5,777,685.00	11.266
CITY ASSESSOR	.867	18.59	22.07	857,327.00	994,516.00	13.794-
CO EXTENSION	.334	7.17	6.96	495,675.00	471,524.00	5.121
STATE	.008	.17	.17	12,561.00	12,954.00	3.033-

Payment Available at: www.iowatreasurers.org

TOTALS:	\$2,144.00	\$2,118.00	DUE SEPT 1, 2017	\$1,072.00	DUE MARCH 1, 2018	\$1,072.00
WOODBURY COUNTY TREASURER	Receipt#		Date Paid: _____		Date Paid: _____	
MICHAEL R CLAYTON	17/18 10-42828		CHECK# _____		CHECK# _____	
822 DOUGLAS ST - ROOM 102						
SIOUX CITY IA 51101 PHONE (712) 279-6495						
taxdept@woodburycountyiowa.gov						

CITY OF SIOUX CITY
 BUILDING DEVELOPMENT PERMIT
 INSPECTION SERVICES DIVISION

 Application Number 16-00002416 Date 3/09/16
 Property Address 3025 JENNINGS ST
 Map/Reference Number 97-8947-16-451-004/394500
 Application type description *RES / DEMOLITION OF SFD
 Property Zoning *RESIDENTAIL/MED DENSITY
 Application valuation 14000
 Legal Description Peirces Addition
 LOT 3 BLK 36

Owner ----- SIOUX CITY COMM SCHOOL DIST 627 4TH ST SIOUX CITY IA 51101	Contractor ----- HEBERT CONSTRUCTION 918 DIVISION STREET SIOUX CITY IA 51105 (712) 274-2160
--	--

 Permit DEMOLITION PERMIT
 Additional desc . .
 Permit Fee00
 Issue Date 3/09/16 Valuation 14000
 Expiration Date . . 9/05/16

 Permit Fees *RES/DEMOLITION RBS 85.00

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	.00	.00	.00	.00
Permit Fee Total	85.00	.00	.00	85.00
Grand Total	85.00	.00	.00	85.00

 MUST HIRE SIOUX CITY LICENSED CONTRACTORS FOR
 ELECTRICAL, PLUMBING, & MECHANICAL WORK.

OWNER/CONTRACTOR: _____
 PLANS EXAMINER _____ DATE: _____

CITY OF SIOUX CITY
 BUILDING DEVELOPMENT PERMIT
 INSPECTION SERVICES DIVISION

Application Number 16-00002415 Date 3/09/16
 Property Address 3033 JENNINGS ST
 Map/Reference Number 97-8947-16-451-002/394470
 Application type description *RES / DEMOLITION OF SFD
 Property Zoning *RESIDENTAIL/MED DENSITY
 Application valuation 14000
 Legal Description Peirces Addition
 LOT 1 BLK 36

Owner	Contractor

SIOUX CITY COMM SCHOOL DIST	HEBERT CONSTRUCTION
627 4TH ST	918 DIVISION STREET
SIOUX CITY IA 51101	SIOUX CITY IA 51105
	(712) 274-2160

Permit DEMOLITION PERMIT
 Additional desc
 Permit Fee00
 Issue Date 3/09/16 Valuation 14000
 Expiration Date 9/05/16

Permit Fees *RES/DEMOLITION RES 85.00

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	.00	.00	.00	.00
Permit Fee Total	85.00	.00	.00	85.00
Grand Total	85.00	.00	.00	85.00

MUST HIRE SIOUX CITY LICENSED CONTRACTORS FOR
 ELECTRICAL, PLUMBING, & MECHANICAL WORK.

OWNER/CONTRACTOR: _____
 PLANS EXAMINER _____ DATE: _____

RECEIVED

SEP 20 2017

**WOODBURY COUNTY
BOARD OF SUPERVISORS**

September 20, 2017

Yasha Foundation
c/o Raun Lohry
6 Spanish Bay
Dakota Dunes, SD 57049Woodbury County Board of Supervisors
620 Douglas Street
Sioux City, IA 51101**RE: Request for Abatement of Property Taxes (Tax parcel #884705133016)**

To the Board of Supervisors:

Yasha Foundation ("Yasha") is the owner of the real estate located at 5015 Garretson Ave (Tax parcel #884705133016) (the "Property"). Yasha is a non-profit religious organization which uses the Property for worship services, education and prayer sessions and other community activities.

In April 2016, Yasha purchased the Property from Morningside Church of Christ, another non-profit religious organization that had been operating a church on the Property. In previous years, because the Property was used as a church, the Property was exempt from property taxes. All parties believed that that exempt status was still effective at the time of the sale in April 2016.

However, the parties did not realize that the Property's status had been changed from exempt to taxable in November 2015, so that it was deemed taxable for the assessment year beginning January 2016 (for fiscal year 2016/2017 and resulting in a bill for taxes payable in September 2017 and March 2018). According to the City Assessor's Office, this change was made because Morningside Church of Christ had ceased worship services and listed the Property for sale.

At the time the Property was purchased, nothing in the abstract of title or closing statement indicated to Yasha that any taxes would be due for the fiscal year 2016/2017. Like the seller, Yasha believed that seller's tax exempt status would apply to assessment year 2016 and that Yasha could apply for its own exempt status for assessment year 2017. Yasha filed an Application for Tax Exemption on July 20, 2016 (see attached) which was approved for the assessment year beginning January 2017 (for fiscal year 2017/2018 and resulting in a bill for taxes payable in September 2018 and March 2019).

However, because all parties believed that Morningside Church of Christ's exemption still applied to assessment year 2016, Yasha was surprised to receive the attached property tax statement recently. Like most non-profit religious organizations, large unexpected bills can be difficult to absorb as Yasha operates with a very limited budget. The surprise tax bill will be a hardship for the organization.

The Property was transferred to Yasha after the deadline for filing an application for tax exemption for the 2016 assessment year. However, if Yasha could have applied for the exemption in a timely manner, the Property would have been exempt for that year (as shown by the grant of exemption for assessment

year 2017). Therefore, the Board of Supervisors has the power to abate the taxes on the Property under Iowa Code § 427.3.

Due to the circumstances described above and the hardship that taxation will work upon the organization, Yasha respectfully requests that the Woodbury County Board of Supervisors authorize a resolution abating the property taxes payable on the Property for the time period covered by the attached property tax statement.

Sincerely,



Raun Lohry
President, Yasha Foundation

WOODBURY COUNTY, IOWA

RESOLUTION # _____

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Yasha Foundation is the titleholder of real estate Parcel #884705133016 located in the City of Sioux City, Iowa and legally described as follows:

Parcel #884705133016

LL-SC COMM 88-47 S 40 FT N 893 FT W 1 50 FT E 392 FT FORMERLY LOT
13 BLK 5 HEDGES MSIDE & EX W 15 0 FT S 160 FT N 893 FT E 392 FT
BEING VAC LOTS 9-12 INCL & LOT 25 & S 1/3 LOT 26 BLK 5 HEDGES
MSIDE & VAC ALLEY & POMEGRANATE ST ADJ ALL IN GOVT LOT

WHEREAS, the above-stated property has taxes owing for the 2017/2018, tax year and the parcel is owned by Yasha Foundation and

WHEREAS, the organization, namely Yasha Foundation is failing to immediately pay the taxes due; and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes; and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 427.3 for the taxes owed for the 2017/2018 tax year and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 26th day of September, 2017.

ATTEST:

WOODBURYCOUNTYBOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor/Recorder

Matthew A. Ung, Chairman



Application for Property Tax Exemption for Certain Nonprofit and Charitable Organizations

Iowa Code Section 427.1(14)

This application must be filed or mailed to your city or county assessor by February 1. It must be postmarked no later than February 1. Iowa assessors' addresses can be found at the Iowa State Association of Assessors Web site.

Applicant Contact Information	
PLEASE PRINT	
Name:	<u>Yasha Foundation</u>
Phone Number:	<u>712-203-1221</u> eMail: <u>rdlohry@gmail.com</u>

Dist. _____ Map _____ Parcel No. _____ No. 884705133016

To the _____ County Assessor / Sioux City City Assessor of the State of Iowa

Such exemption is claimed under Section 427.1, Subsection 8, Code of Iowa.

1. Institution or Society Yasha Foundation
Mailing Address c/o Raun Lohry, 6 Spanish Bay, Dakota Dunes, SD 57049

2. The title to said property is in the name of Yasha Foundation
Address of Property 5015 Garretson Ave.
Legal Description or Parcel Number See Exhibit "A" Attached
Number of acres? 1.02
Property was acquired by Deed Contract on (date) April 14, 2016 as shown in Book/Page or Instrument No. 746/5318, in the Office of the County Recorder of Woodbury County, Iowa.

3. Is the building, if any, on the above described property now in use or only under construction?
 In use Under construction

4. Property is used for the following purposes: (Explain in detail. If more space is needed, attach a separate sheet.)
charitable and religious - worship services and related meetings and activities

5. Is any portion of this property rented/leased or otherwise used with a view to pecuniary profit or for a commercial purpose? Yes No If "Yes," provide a detailed statement on a separate sheet of income received and percentage of space and time property is not used solely for the appropriate objects, and attach as part of this petition.

6. Are federally-licensed devices (slot machines, etc.) not lawfully permitted to be operated under the laws of Iowa, located or operated in said property? Yes No

STATE OF IOWA, COUNTY OF Woodbury

I, Raun Lohry, declare that I am the President (or responsible officer) of the

Yasha Foundation

I have read the above statements and know the same to be true and correct. No persistent violations of the laws of the State of Iowa have been or will be permitted on the property. The property is not the location of any federally-licensed device not lawfully permitted to be operated in Iowa.

<u>Raun Lohry</u>	<u>Director</u>	<u>5/24/16</u>
(Signature of President or other responsible officer)	(Title)	(Date)

Assessor

IDR 54-269a (01/10/13)

JUL 20 16 PM 4:17

Sioux City Assessor's Office

620 Douglas St, Rm B-02, Courthouse
Sioux City Iowa 51101

Al Jordan, Assessor
Connie Thoreson, Chief Deputy
Nan Owings, Deputy

Phone (712) 279 - 6535
FAX (712) 279 - 6482

NOTICE TO PROPERTY OWNER AS TO THE **APPROVAL** OF REAL ESTATE TAX EXEMPTION

DATE OF NOTICE February 20, 2017

TO: Yasha Foundation
%Raun Lohry
6 Spanish Bay
Dakota Dunes, SD 57049

You are hereby notified that the Sioux City Assessor's office on February 7, 2017, **approved** the real estate property tax exemption for the following described property:

PROPERTY ADDRESS: 5015 Garretson Ave
PARCEL NUMBER: 8847-05-133-016

You are further advised by the Sioux City Assessor's office concerning the above described property it will be exempt for January 1, 2017 for taxes payable fiscal year 2018/2019.

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

822 DOUGLAS ST - ROOM 102
SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-05-133-016
taxdept@woodburycountyiowa.gov

Receipt#
50455

TOTAL TAX DUE:

or **SEPT 1, 2017**

\$11,462.00

\$5,731.00

DED 123495069

Delinquent OCT 1, 2017

YASHA FOUNDATION
%LOHRY RAUN
6 SPANISH BAY
DAKOTA DUNES SD 57049

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

822 DOUGLAS ST - ROOM 102
SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-05-133-016
taxdept@woodburycountyiowa.gov

Receipt#
50455

TAX DUE:

MARCH 1, 2018

\$5,731.00

DED 123495069

Delinquent APRIL 1, 2018

YASHA FOUNDATION
%LOHRY RAUN
6 SPANISH BAY
DAKOTA DUNES SD 57049

PAY YOUR TAXES ONLINE AND CHECK YOUR TAX INFORMATION AT www.woodburycountyiowa.gov

087 00 087 SC LL

SIOUX CITY COMM

087 00 087 SC LL

SIOUX CITY COMM

WOODBURY COUNTY REAL ESTATE TAXES, SEND THE CORRECT STUBS WITH YOUR CHECK FOR PAYMENT.

SEE REVERSE SIDE FOR MORE INFORMATION.

Based on JANUARY 1, 2016 Valuations. Taxes FOR JULY 1, 2016 - JUNE 30, 2017, payable SEPTEMBER 2017 and MARCH 2018

Parcel 8847-05-133-016

Location: 5015 GARRETSON AVE SIOUX CITY

087 00 087 SC LL SIOUX CITY COMM

Sect 005Twn 088 Rng 047 Exempt Acres .00
Gross Acres .00
Net Acres .00

Legal Description LL-SC COMM 88-47 S 40 FT N 893 FT W 1 50 FT E 392 FT FORMERLY LOT 13 BLK 5 HED GES MSIDE & EX W 15 0 FT S 160 FT N 893

VALUATIONS AND TAXES THIS YEAR

Com	Assessed	Taxable	LAST YEAR Assessed	Taxable
Land:	39,100	35,190		
Buildings:	280,500	252,450		
Dwelling:				
TOTAL VALUE:	319,600	287,640	0	0

TAXES DUE Delinquent Tax, Specials, Drainage, Tax Sale

Less Military Exemption:

NET TAXABLE VALUE: \$287,640 \$0

Value Times Levy per 1000 of: 39.8453200 40.3048700
EQUALS GROSS TAX OF: 11,461.11 .00

Less Credits of:
Homestead Credit
Ag Land Credit
Family Farm Credit
Business Prop Tax Credit Fund
Low Income/Elderly Credit
Prepaid Tax

123495069 000000000 000000000
YASHA FOUNDATION
%LOHRY RAUN
6 SPANISH BAY
DAKOTA DUNES SD 57049

NET ANNUAL TAXES: \$11,462.00 \$0.00

House Tax: County EMA \$ 104,709.00

Taxing Authority:	Distribution of your current & prior year taxes			Total property taxes levied by taxing authority		
	%Total	Current	Prior	Current	Prior	Percent +/-
SIOUX CITY INC	39.581	4,536.67		40,164,950.00	39,317,039.00	2.156
SIOUX CITY COMM	38.624	4,427.12		36,137,761.00	35,293,180.00	2.393
COUNTY	18.585	2,130.24		27,682,986.00	26,653,273.00	3.863
WEST IA TECH	2.001	229.36		6,428,656.00	5,777,685.00	11.266
CITY ASSESSOR	.867	99.38		857,327.00	994,516.00	13.794-
CO EXTENSION	.334	38.34		495,675.00	471,524.00	5.121
STATE	.008	.89		12,561.00	12,954.00	3.033-

Online Payment Available at: www.iowatreasurers.org

TOTALS: \$11,462.00 \$0.00

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

822 DOUGLAS ST - ROOM 102
SIOUX CITY IA 51101 PHONE (712) 279-6495
taxdept@woodburycountyiowa.gov

Receipt#

17/18 10-50455

DUE SEPT 1, 2017

\$5,731.00

Date Paid: _____

CHECK# _____

DUE MARCH 1, 2018

\$5,731.00

Date Paid: _____

CHECK# _____

RESOLUTION #**NOTICE OF PROPERTY SALE****Parcel #864426377004**

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

SE ¼ of the SW ¼ Section 26, Township 86 North Range 44, except Highway, Lot 6, Auditors Subdivision, Town of Smithland, Woodbury County, Iowa

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **10th Day of October, 2017 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate on the **10th Day of October, 2017**, immediately following the closing of the public hearing to the **James & Connie Buckingham only per Code of Iowa 331.361(2)**.
3. That said Board proposes to sell the said real estate to the **James & Connie Buckingham only for consideration of \$1.00 plus recording fees**.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 26th Day of September, 2017

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: Connie Buckingham Date: 9/13/17

Address: 421 Main St W - Smithland Phone: 402-651-4665

Address or approximate address/location of property interested in:
see legal description

GIS PIN # 864426377001

This portion to be completed by Board Administration

Legal Description:

SE 1/4 of the SW 1/4 Section 26, Township 86
North Range 44, except Highway, Lot 6
Auditor's Subdivision, Town of Smithland
Woodbury County, Iowa

Tax Sale #/Date: 12/5/61 Parcel # 633325

Tax Deeded to Woodbury County on: 5/20/63

Current Assessed Value: Land \$310 Building Ø Total \$310

Approximate Delinquent Real Estate Taxes: Ø

Approximate Delinquent Special Assessment Taxes: Ø

*Cost of Services: N/A Ø

Inspection to: Matthew Ong Date: 9/18/17

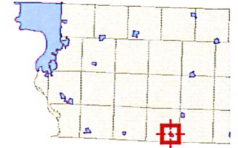
Minimum Bid Set by Supervisor: \$1

Date and Time Set for Auction: _____

* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Overview



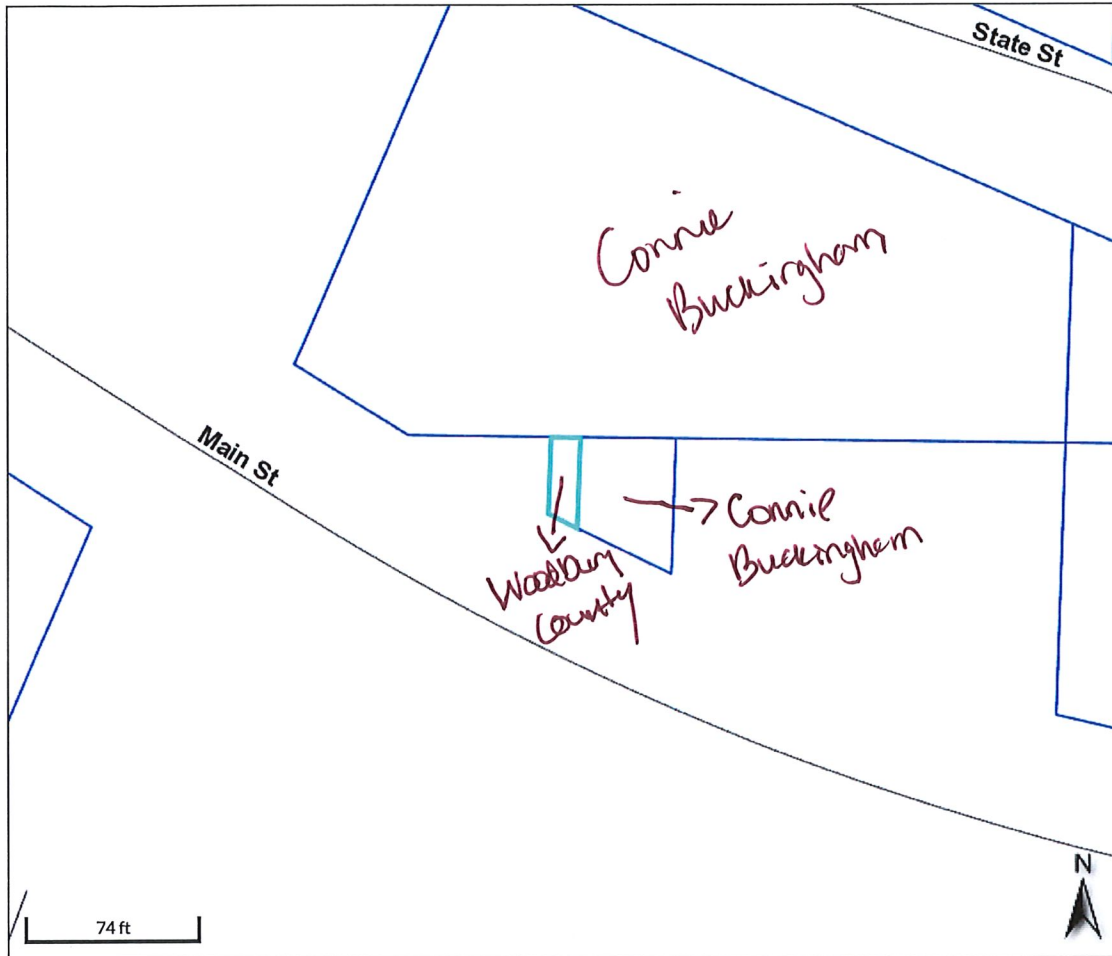
Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- County Residential Sales
 - 2015
 - 2016
 - 2017
 - Sioux City Residential Sales
- ▭ Parcels

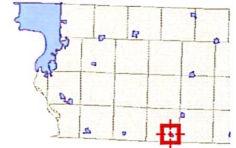
Parcel ID	864426377004	Alternate ID	653325	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	26-86-44	Class	C		COURT HOUSE
Property Address		Acreage	n/a		620 DOUGLAS ST
					SMITHLAND IA 51101
District	ZSM				
Brief Tax Description	AUD SUB DIV SESW 26-86-44 EX HWY LOT6				
	(Note: Not to be used on legal documents)				

Date created: 9/18/2017
 Last Data Uploaded: 9/15/2017 10:41:40 PM

Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- County Residential Sales
- 2015
- 2016
- 2017
- Sioux City Residential Sales
- ▭ Parcels

Parcel ID 864426377004
 Sec/Twp/Rng 26-86-44
 Property Address

Alternate ID 653325
 Class C
 Acreage n/a

Owner Address WOODBURY COUNTY
 COURT HOUSE
 620 DOUGLAS ST
 SMITHLAND IA 51101

District ZSM
 Brief Tax Description AUD SUB DIV SESW 26-86-44 EX HWY LOT6
 (Note: Not to be used on legal documents)

Date created: 9/18/2017
 Last Data Uploaded: 9/15/2017 10:41:40 PM

Developed by
 The Schneider Corporation

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: September 26, 2017

*** PERSONNEL ACTION CODE:**

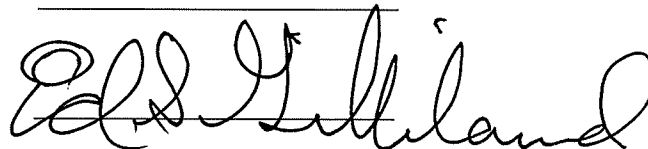
- | | |
|-----------------|----------------------|
| A - Appointment | R - Reclassification |
| T - Transfer | E - End of Probation |
| P - Promotion | S - Separation |
| D - Demotion | O - Other |

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Cunningham, Steven	County Sheriff	08-31-17	Sheriff Reserve Officer			S	Resignation.
Foster, Jared	County Sheriff	8-31-17	Sheriff Reserve Officer			S	Resignation.
Timmer, Amanda	County Sheriff	9-15-17	Sheriff Reserve Officer			S	Resignation.
Stewart, Lisa	County Treasurer	9-27-17	Clerk II	\$16.03/hour		A	Job Vacancy Posted 8-9-17. Entry Level Salary: \$16.03/hour.
Pettigrew, Georgeann	Building Services	10-9-17	Clerk II	\$18.57/hour	5%=\$.96/hour	R	Per AFSCME Courthouse Contract agreement, from Grade 3/Step 3 to Grade 3/Step 4.

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: September 26, 2017

For the September 26, 2017 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) County Sheriff (3) Reserve Officers, Resignations.
- 2) County Treasurer Clerk II, Appointment.
- 3) Building Services Clerk II, from Grade 3/Step 3 to Grade 3/Step 4.

Thank you

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

Date: 9/21/2017 Weekly Agenda Date: 9/26/2017

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

WORDING FOR AGENDA ITEM:

Consideration of permit to work in the county right of way

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Public Hearing
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

Eric O'Connell has requested the approval of a permit to work in the right of way to place gravel on a dirt road to access a hog confinement. Gravel is at the land owners expense.

BACKGROUND:

Work in county ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa.

FINANCIAL IMPACT:

No financial impact to the county.

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

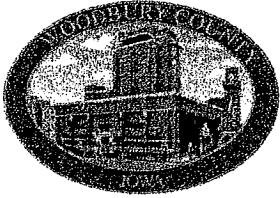
Yes No

RECOMMENDATION:

Recommend approval of the permit for Eric O'Connell.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the permit to work in the right of way for Eric O'Connell and to direct the chair to sign the permit.



Woodbury County Secondary Roads Department

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

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

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

SECRETARY
Tish Brice
tbrice@sioux-city.org

WOODBURY COUNTY SECONDARY ROAD DEPARTMENT

PERMIT & AGREEMENT TO PERFORM WORK WITHIN WOODBURY COUNTY RIGHT OF WAY

Name of Permittee: Eric O'Connell Phone No.: 712-253-0879

Mailing Address: 3769 210th St., P.O. Box A, Arthon, IA 51004

Township: Rock Section: 31

Woodbury County, State of Iowa, and Eric O'Connell (hereinafter referred to as property owner, organization or authorized representative) do hereby enter into the following permit and agreement:

1. Woodbury County hereby consents to and grants permission to the property owner, organization or authorized representative, to conduct the following described construction or activities within the right-of-way:

Gravel road from end of current gravel to new driveway for hog confinement. Gravel is at landowner's expense.

2. In consideration of Woodbury County granting said permission and consent, the property owner, organization or authorized representative hereby promises and agrees to the following:

A. The applicant shall carry on the construction, repair and maintenance with serious regard to the safety of the traveling public and adjacent property owners.

B. The property owner, organization or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as but not limited to, signs, lights, and barricades during the day and at night if the roadway will be obstructed. Traffic protection shall be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The Department will loan the required signs to the applicant who shall be responsible for placing the signs and covering or removing when not in use, removal after the work has been completed, and return of the Department owned signs to the Department maintenance facility from which obtained. The applicant shall be responsible for correctly using signs as needed while work is in progress. Flagging operations are the responsibility of the applicant.

C. In placing any drainage structure, no natural drainage course will be altered or blocked.

D. The finished project shall be left in a satisfactory condition subject to the approval of the County Engineer. The traveled portion of the roadway shall not be damaged or disturbed. The property owner, organization or authorized representative assumes all liability and agrees to reimburse Woodbury County for any damage to the roadway or ditch caused by placement of this structure. Permittee is to call County Engineer for upon completion for final inspection.

E. The property owner, organization or authorized representative shall notify all appropriate telephone and utility companies in advance of any excavation and shall check for underground electric or telephone lines.

F. Woodbury County will not assume any of the cost of the construction of the said improvement or structure nor will Woodbury County assume any future costs for maintenance or replacement of said improvement or structure. If in the best interest of Woodbury County, the said improvement or structure may be removed by the County, or may be caused to be removed, without any obligation by Woodbury County to pay damages or cost of replacement.

G. Property owner, organization or authorized representative will reseed and mulch the disturbed areas. Property owner, organization or authorized representative will be responsible for seed, mulch, and labor unless otherwise provided in section L.

H. The property owner, organization, or authorized representative hereby agrees to hold Woodbury County and the Woodbury County Secondary Road Department, its employees and agents harmless against any and all claims for damages and personal injury arising out of work performed or actions taken by the applicant related to the construction or maintenance of the facility. The applicant further agrees to reimburse the County or the Department for any expenditures that the County or Department may have to make on said highway rights of way on account of said applicant's construction or maintenance activity or other activities or lack thereof. The applicant shall also save Woodbury County and the Woodbury County Secondary Road Department harmless of any damage or losses that may be sustained by the traveling public on account of such construction, repair or maintenance operations, or other activities.

I. **FAILURE TO CONFORM TO OR TO ACQUIRE A PERMIT IS A VIOLATION OF SECTION 318.3, 2009 CODE OF IOWA.** This permit is subject to any laws now in effect or any laws that may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies. This permit is subject to all the rules and regulations of Woodbury County and the Woodbury County Secondary Road Department.

J. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

K. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Woodbury County Secondary Road Department for any materials removed from the highway right of way described as follows:

L. Woodbury County agrees to provide the following contribution toward completion of this project:

Mow and shape road for gravel - spread gravel after haul.

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 31st day of December, 2017.

Entered into this 17th day of July, 2017.

Eric O'Neill by J. O'Neill
Signature of Property Owner or Authorized Representative

Mark J. Maher
Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

RESOLUTION #**NOTICE OF PROPERTY SALE****Parcels #894720386007 & #894720386008**

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

The South Twenty-two feet of the West Thirty-two feet of Lot 7 in Block 38, North Sioux City Addition, in the County of Woodbury and State of Iowa (1123 W. 14th Street)

The West Forty-four feet of Lot 7, except the South Twenty-two feet of the West Thirty-two feet thereof, in Block 38, North Sioux City Addition, in the County of Woodbury and State of Iowa (1402 Myrtle Street)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **26th Day of September, 2017 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **26th Day of September, 2017**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$50.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 12th Day of September, 2017.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: Ricardo Osorio Date: 11-14-16

Address: 1117 W. 14th St. Phone: 212-529

Address or approximate address/location of property interested in:
1123 W. 14th St. + 1402 Myrtle St.

GIS PIN # 894720386007 + 894720386008

**This portion to be completed by Board Administration **

Legal Description:
S 22ft W. 32ft. Lot 7 Block 38 North Sioux City Addition
Ex S 22ft. W 32ft. W 32ft. W 44ft. Lot 7 Block 38 North
Sioux City Addition

Tax Sale #/Date: 76/1992 77/1992 Parcel # 058860 ³
058875

Tax Deeded to Woodbury County on: 4-14-94 6-15-94

Current Assessed Value: Land 500 1,300 Building — Total —

Approximate Delinquent Real Estate Taxes: —

Approximate Delinquent Special Assessment Taxes: —

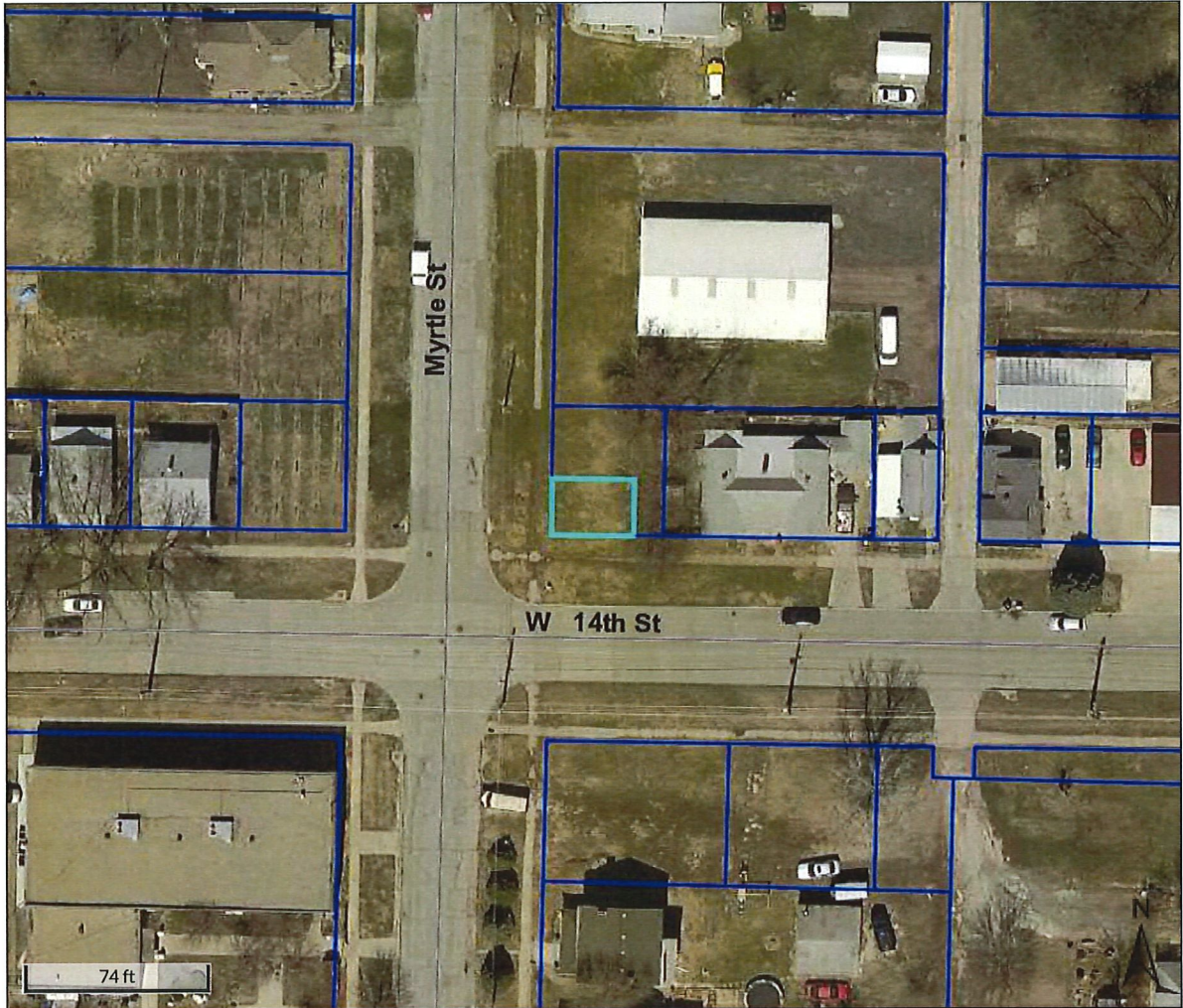
*Cost of Services: Ø

Inspection to: Jeremy Taylor Date: 11-14-16

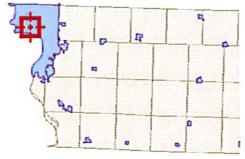
Minimum Bid Set by Supervisor: \$50 Total

Date and Time Set for Auction: Tuesday, September 26th @ 4:35

* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Overview

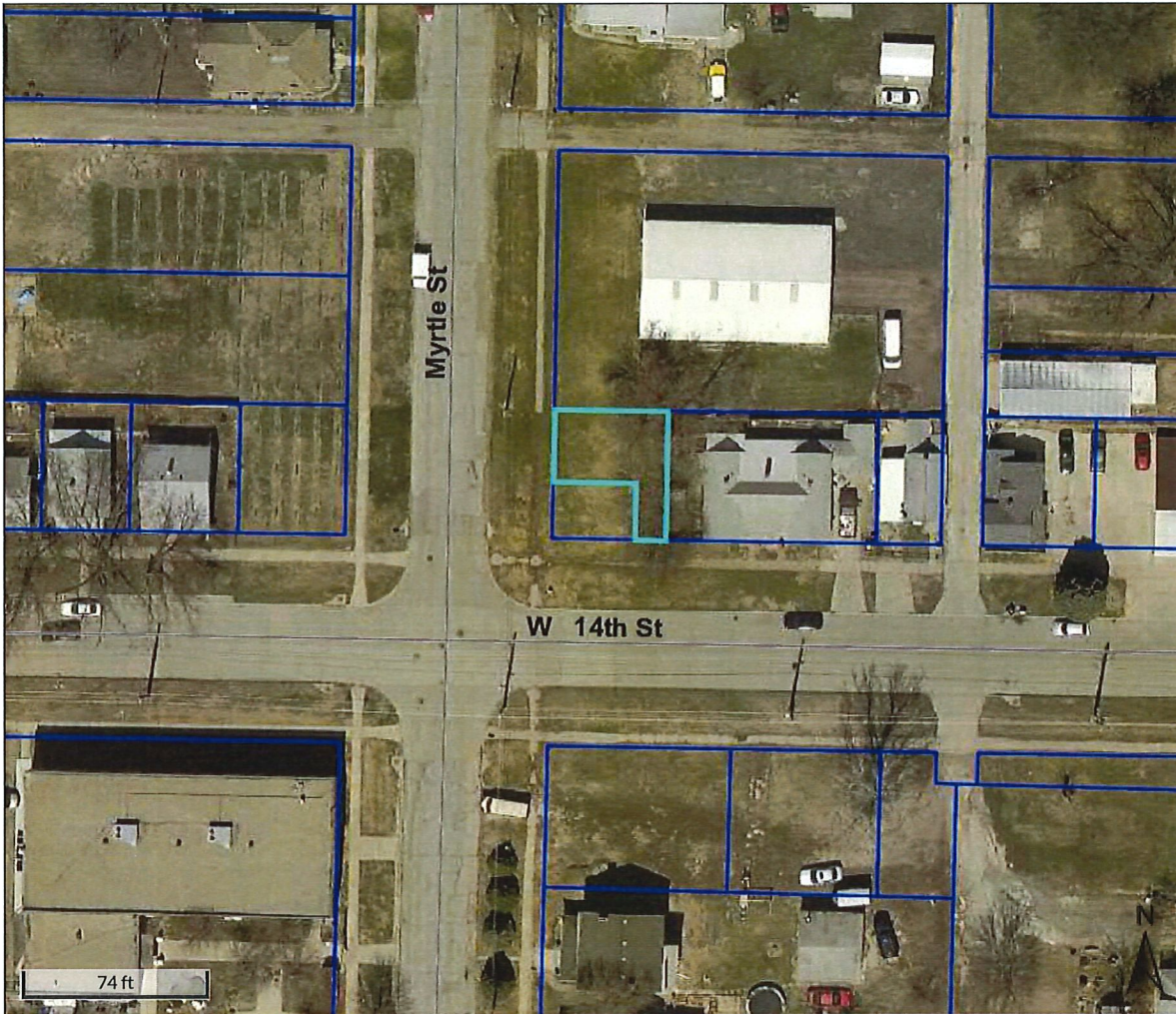


Legend

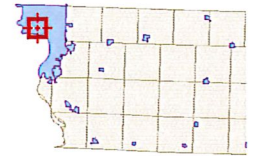
- Roads
- ▭ Corp Boundaries
- ▭ Townships
- County Residential Sales
 - ▭ 2014
 - ▭ 2015
 - ▭ 2016
- ▭ Sioux City Residential Sales
- ▭ Parcels

Parcel ID	894720386007	Alternate ID	058860	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	Class	C		620 DOUGLAS ST
Property Address	1123 W 14TH ST	Acreage	n/a		RM 104
	SIOUX CITY				SIOUX CITY, IA 51101-1248
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	NORTH SIOUX CITY				
	S 22 FT W 32 FT LOT				
	7 BLK 38				
	(Note: Not to be used on legal documents)				









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Overview



Legend

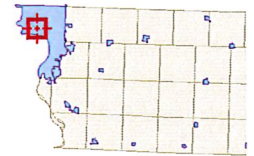
-  Roads
-  Corp Boundaries
-  Townships
- County Residential Sales
 -  2014
 -  2015
 -  2016
 -  Sioux City Residential Sales
-  Parcels

Parcel ID	894720386008	Alternate ID	058875	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	Class	R		620 DOUGLAS ST
Property Address	1402 MYRTLE ST	Acreage	n/a		RM 104
	SIOUX CITY				SIOUX CITY, IA 51101-1248
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	NORTH SIOUX CITY				
	EX S 22 FT W 32 FT W				
	44 FT LOT 7 BLK 38				
	(Note: Not to be used on legal documents)				

Date created: 11/22/2016
 Last Data Uploaded: 11/21/2016 11:22:20 PM



Overview



Legend

- Roads
- ▭ Corp Boundaries
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- County Residential Sales
- 2014
- 2015
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- Sioux City Residential Sales
- ▭ Parcels

Parcel ID	894720386007	Alternate ID	058860	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	Class	C		620 DOUGLAS ST
Property Address	1123 W 14TH ST	Acreage	n/a		RM 104
	SIOUX CITY				SIOUX CITY, IA 51101-1248
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	NORTH SIOUX CITY				
	S 22 FT W 32 FT LOT				
	7 BLK 38				
	(Note: Not to be used on legal documents)				

Date created: 11/22/2016
 Last Data Uploaded: 11/21/2016 11:22:20 PM

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

#11

Date: 9/20/17 Weekly Agenda Date: 9/26/17

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

WORDING FOR AGENDA ITEM:

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"/> |
| Public Hearing <input type="checkbox"/> | Other: Informational <input type="checkbox"/> | Attachments <input checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

To consider a request of allocating \$1K (Local Option Sales Tax) for a budget to develop and implement an Employee Contribution Campaign for the United Way of Siouxland, with a goal of raising \$25K.

BACKGROUND:

County employees are raising funds for the United Way Community Impact Fund, which supports Education, Income, and Health initiatives for families in Siouxland. Last year the Board approved \$700 and 2 PTO days for the campaign. Out of 408 employees, 147 raised \$22,972 in total. This year we have 424 employees. We hope to increase the number of employees who donate and increase donations by 10%.

FINANCIAL IMPACT:

\$1,000 (Local Option Sales Tax)

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 \$1,000 and 2 days (16 hours) of paid time off for the employee contribution campaign. Through Board consensus, commit the County to a goal of \$25,000, and strongly encourage department heads, elected officials, and staff to participate. Shoot for 100% participation!

ACTION REQUIRED / PROPOSED MOTION:

Motion to allocate \$1,000 and 2 days (16 hours) of paid time off for the employee contribution campaign.

Woodbury County

Contacts
 Chief Executive Officer
 Ung, Matthew
 matthewung@woodburycountyiowa.gov

Employee Campaign Manager
 Abell, Tonia
 tabell@woodburycountyiowa.gov

620 Douglas St. Rm 106
 Sioux City, Iowa 51101
 United States of America

Account#: 44560
 Ext. Account: 27451
 Unions: No

Business # : (712) 279-6525
 FAX Number : (unknown)

Structure Nodes:

Campaign Type	Campaign Account	Structure Node
All	All Campaigns	2018/MAIN/UW Campaign/Major A/Local Government (5866)

Corporate Giving:					Total Giving:		
Year	Pledges	Chg	# of Empl	Per Capita	Pledges	Total In	% Chg
2018	0	0.0%	408	0.00	0	0	-100.0%
2017	0	0.0%	408	0.00	22,972	22,972	16.19%
2016	0	0.0%	418	0.00	19,770	19,770	-4.43%
2015	0	0.0%	418	0.00	20,686	20,686	12.84%
2014	0	0.0%	418	0.00	18,332	18,332	0.0%

Year	Pledges	Special Events	S/E and Employee	% Chg	.. # Empl	Of .. Donor	% Part	Avg. Gift	Per Capita
2018	0	0	0	-100.0%	408	0	0.0%	0.00	0.00
2017	22,972	0	22,972	16.19%	408	147	36.03%	156.27	56.30
2016	19,770	0	19,770	-4.43%	418	125	29.9%	158.16	47.30
2015	20,686	0	20,686	12.84%	418	144	34.45%	143.66	49.49
2014	18,332	0	18,332	0.0%	418	137	32.78%	133.81	43.86

Leaders:

Type	2018	%	2017	%	2016	%	2015	%	2014
Total Leaders	0	-100.0%	14	0.0%	14	7.69%	13	44.44%	9
Leader \$	0	-100.0%	9,061	18.14%	7,670	16.95%	6,558	31.04%	5,005

Techniques: (none)

Award Type/Level	Year	Campaign	Delivery/ Lvl-C Date	Deli. Method/ Auto Assigned	Deli. By/ Event Account	Delivered By/ Occurrence
Giving Cards	2017	United Way Camp		*Unknown	Shuck Joan	78 GC Distributed
Giving Cards	2016	United Way Camp		*Unknown	Hass Lou Ann	31
Giving Cards	2015	United Way Camp		*Unknown	Hass Lou Ann	75

2017-2018 Campaign Commitment Form
Woodbury County

Acct. 44560



United Way of Siouxland

Please return this form as soon as possible.

Companies who return BOTH this form and employee pledges by November 1 will receive recognition in the Sioux City Journal as 'Early Bird' supporters.

United Way recognizes your overall support (see back).
Our records show 408 local employees and \$22,971.70 total giving for last year.

Please consider the following for your 2017-18 United Way investment:

- Increasing your corporate gift by 10%
- Increasing your percentage of participation or total employee donations by 10%

Corporate Pledge

Thank you for your Corporate Gift last year of
Our Corporate Gift will be \$ _____

Please bill us: Same as Before Once Monthly- Quarterly Semi-Annually
Start Date: ____/____/____

Employee Campaign

Last year your employees contributed a total of \$22,971.70

Our Employee Campaign Goal will be \$ _____

We have _____ local employees
Name of employee campaign coordinator _____ Phone _____
Email _____

United Way will contact your coordinator to help with your fall campaign efforts.

My signature authorizes this pledge _____

Print Name _____ Title _____ Date ____/____/____

Thank you!

Community Impact Recognition Levels United Way of Siouxland

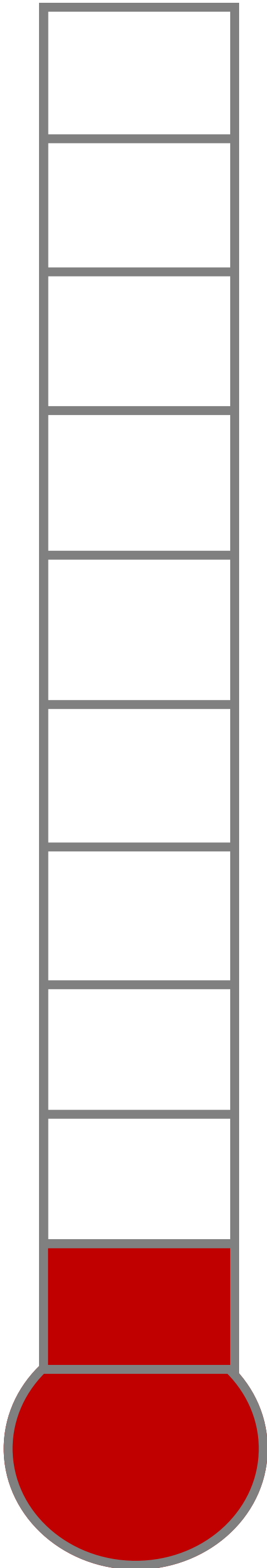
United Way of Siouxland Recognizes Companies for their support at the following Leadership Levels. Recognition is based on total giving, which may include corporate, employee, special event and retiree gifts.

Major Firms	Recognition Level	Criteria
Over 50 Local Employees	Platinum Plus	\$50,000 +
	Platinum	\$20-\$50K
	Gold	\$10-\$20K
	Silver	\$5-\$10K
	Bronze	\$1-\$5K
	Pewter	\$500-\$1K
Medium Firms	Recognition Level	Criteria
20-50 Local Employees	Platinum Plus	\$10K +
	Platinum	\$5-\$10K
	Gold	\$3-\$5K
	Silver	\$1-\$3K
	Bronze	\$500-\$1K
Small Business	Recognition Level	Criteria
Less than 20 Local Emps.	Platinum	\$5K +
	Gold	\$3-\$5K
	Silver	\$1-\$3K
	Bronze	\$500-\$1K
All other levels of support	Friends of United Way	

Thank you for your generous support.



United Way of Siouxland



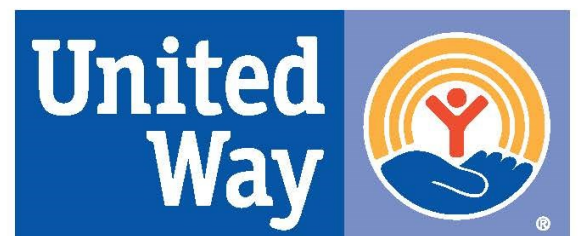
United Way fights for the
**Health, Education, and
Financial Stability** of
EVERY PERSON in
EVERY COMMUNITY.

\$25,000

Our Goal

THANK YOU!

**United Way
of Siouland**



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

Date: Sept 21, 2017

Weekly Agenda Date: 2017-09-26

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ed Gilliland

WORDING FOR AGENDA ITEM:

Recommendation for Change of Flex Plan Administration.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The request is for discussion and action to approve moving our Flex Plan Administration to a local firm, IBC. This would be effective 2018-01-01.

BACKGROUND:

Flex Administration is currently handled out of Spirit Lake, Iowa. We are quite happy with them, but there is a new provision in our Deputies contract (2016 to 2019 agreement) that the current administrator cannot administer on an essentially tax-free basis. IBC, a local, licensed TPA is able to administer the benefit on a tax-free basis. We believe this to be a critical item for our Flex Plan Administration.

FINANCIAL IMPACT:

There would be a very small savings over our already outstanding rates.

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:

Motion to approve the move to IBC, with the contract to follow for approval.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the move to IBC for Flex Administration.

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

#12b

Date: 2017-09-21 Weekly Agenda Date: 2017-09-26

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ed Gilliland

WORDING FOR AGENDA ITEM:

Woodbury County Bloodborne Pathogens Policy submitted for approval.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The formation of and compliance with a Bloodborne Pathogens Policy is recommended. This submission is made to bring us into compliance and keep us in compliance going forward.

BACKGROUND:

Our Bloodborne Pathogens Policy has been in place for a number of years. Certain language needed to be updated. To stay consistently compliant, it must be reviewed annually.

FINANCIAL IMPACT:

None.

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

Yes No

RECOMMENDATION:

Approve the proposed policy that has been to the Policy Review Committee and has been recommended for approval.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the policy titled "Woodbury County Bloodborne Pathogens Policy" and to enroll it in the County's Policy Manual.

Bloodborne Pathogens Policy

Policy

It is the policy of Woodbury County to comply with OSHA and all other relevant regulation regarding Bloodborne Pathogens.

Scope

This policy applies to all employees who may come into contact with human bodily fluids and other contamination in the normal course of their work. Certain employees who may come into contact with potentially contaminated fluids may also be affected by this policy.

Procedure

The Human Resources Department will review the policy and procedure each year to ensure compliance by employees and will update as needed to ensure compliance with current regulation.

Approved and Adopted Date: 09/26/2017

Revised Date: _____

Chairperson Signature

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

#13

Date: 09-20-2017

Weekly Agenda Date: 09-26-2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Rick Schneider, Conservation Dir

WORDING FOR AGENDA ITEM:

Presentation on anticipated impacts of H.R.3688 as it affects Snyder Bend Park and Woodbury County.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

H.R.3688 is a bill introduced by Congressman Steve King that would return over 3,100 acres of the Snyder-Winnebago Complex public lands to the Winnebago Tribe of Nebraska. A portion of the land includes most of Snyder Bend Lake which would impact the County's Snyder Bend Park.

BACKGROUND:

The bill was introduced September 6, 2017 and proposes to return land allegedly taken from the Winnebago Tribe illegally by the US Army Corps of Engineers in the 1970's. The Corps originally acquired the property through the authority of the Rivers and Harbors Act of 1945. Congressman King's news release on the bill stated that the Woodbury County Board of Supervisors was in favor of his bill although apparently the Board had not been contacted. This presentation is to inform the Board to assist with any stand they may decide upon.

The Conservation Board plans to formally oppose the bill until any legitimate proof is obtained.

The Snyder-Winnebago Complex was acquired and created for recreational use by the Corps of Engineers under the authority of the Rivers and Harbors Act of 1945 (Public Law 14-79) which authorized the construction of the Missouri River Bank Stabilization and Navigation Project. This land was acquired for the development of recreational facilities as authorized in Section 207 of the Rivers and Harbors Act of 1962 (Public Law 87-87), which authorizes the construction of certain public works on rivers and harbors for flood control and other purposes. Several court cases in the 1970's and 1980's appeared to have settled the issues regarding ownership and taking of the land by the Army Corps. Federal legislation may be the only avenue for the Winnebago Tribe to reclaim land they believe belongs to them.

Local resident Lance Larson, who has hunted these lands for many years, has been researching this issue and will be presenting his thoughts and comments on behalf of sportsmen and women in the County.

FINANCIAL IMPACT:

Snyder Bend Park is the oldest county park acquired from Iowa DNR and developed in 1963. This park has long been a favorite of campers and other park visitors, and the Conservation Board has invested hundreds of thousands of dollars in this park over the past 53 years. Annual visitation to the park is estimated at 165,000 persons. Park revenues totaled \$96,631 in 2016. If the lake and other public lands in the area become private, we can expect a major reduction in visitation and annual revenues. Park revenues are used each year for major maintenance and capital improvement projects throughout the park system.

A recreational impact study conducted by Iowa State University for the Iowa DNR in 2012 estimated the financial impact of public hunting lands at \$400 per acre to the economy. Angling opportunities also have significant value although the current fishing conditions in Snyder Lake are poor since the 2011 Missouri River flood. The loss of this public hunting area could mean a significant negative economic impact to Woodbury County.

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:

Both the news release from Congressman King's office and their background information sheet regarding H.R.3688 list Woodbury County Board of Supervisors as being in favor of this legislation. We would ask the Board to clarify their stand on this piece of legislation, and urge the Board to go on record opposing the legislation.

ACTION REQUIRED / PROPOSED MOTION:

None at this time

From: Rick Schneider

Sent: Friday, September 15, 2017 10:05 AM

To: Matthew A. Ung <matthewung@woodburycountyiowa.gov>; Marty Pottebaum <mpottebaum@woodburycountyiowa.gov>; Jeremy Taylor <jtaylor@woodburycountyiowa.gov>; Keith Radig <kradig@woodburycountyiowa.gov>; Rocky De Witt <rdewitt@woodburycountyiowa.gov>

Cc: Abigail Sills <asills@woodburycountyiowa.gov>; Bennett, Cindy <bennettsbees@aol.com>; Chris Zant <chriszant@myunitedagent.com>; Don Dixon <donjane@longlines.com>; Neil A Lt Col USAF 185 ARW (US) Stockfleth <neil.a.stockfleth.mil@mail.mil>; Suzan Boden <sboden@siouxcitylawyers.com>

Subject: Public Land issue in Woodbury County: Snyder-Winnebago Bend

Board Members,

I want you to be aware of a major issue that will probably come before you regarding public lands owned by the Army Corps of Engineers and managed by Iowa DNR since the mid-1970's. Please follow the string of emails below, and you will be as informed as I am. I am no expert on this, but have basic knowledge of how things have been since the Corps purchased most of that land from Iowa DNR and created the Snyder-Winnebago Complex in the early 70's. Winnebago Tribal lands/reservation land was left intact and extended onto the area known as Snyder Island. It extended to the Missouri River Compact Boundary line as shown on the attached map.

The Winnebago Tribe has convinced Congressman King that all of that land originally belonged to them, so Congressman King introduced a bill to give them all that land. The reason for them going the federal route is that they claim another court case following the acquisition by the Corps of Engineers determined the transaction was illegal and the only way to resolve it would be an act of Congress. Thus, HR 3688, copy attached.

You will note on the map that the lands to be given them will come close to our Snyder Bend Park. The green hashed area has been surveyed by the Tribe, but appear to not be included in the bill at this time. If they do gain control of all that property, it could render our boat ramp useless because the Tribe would control the water in the lake to the south. Also, thousands of public lands currently open to public hunting and other recreational pursuits for Iowans and Nebraskans will be gone. If the Tribe keeps the natural resource, they will charge fees to anyone wanting to fish or hunt on their property. If they develop some of the land, it creates more pressure on local governments to provide support services for road maintenance, law enforcement, emergency services, etc.

My purpose in sending you this information is so you can get informed of this issue. The bill, HR 3688, has four co-sponsors, Rod Blum from Iowa and the two Congressmen from Nebraska and someone from American Samoa. As far as I can tell, this has little to do with the issue that came before you at your last meeting regarding a response to the Tribe's application for lands to be taken into trust by the USA. That issue has it's own concerns dealing with future costs to the County as I stated above, not to mention property taken off the tax rolls.

At the Chamber dinner last night, you probably heard Lance Morgan's comments on this topic. I was informed of them today so did not hear them first hand. I strongly believe this issue needs to be addressed by your Board since it will affect the County as a whole in the future if it comes to pass.

Again, I am not an expert on this and cannot speak with much authority. A local man by the name of Lance Larson from the Salix area has been leading the opposition and seems to be most informed. If you would like a presentation on this issue in the near future, I would suggest you contact Lance at 712-203-1678.

Thank you for your consideration.

Rick

PLEASE NOTE: My email address has changed to Rschneider@woodburyparks.org

Rick D. Schneider, Director
Woodbury County Conservation Board
4500 Sioux River Road
Sioux City, IA 51109-1657
Phone: 712-258-0838
Cell: 712-253-5407
Fax: 712-258-1261
www.woodburyparks.org

From: Rick Schneider
Sent: Friday, September 15, 2017 9:11 AM
To: 'Gehling, Aaron J' <aaron.gehling@usbank.com>
Subject: RE: Map of Winnebago treaty area

Thanks for that insight, Aaron. I can't believe that statement, but given the fact that the DNR has been told to stay on the sidelines and say nothing allows the Tribe to assume they have no interest. Unbelievable. None of their field staff feels that way, and I really doubt their Des Moines staff does either. Politics where it doesn't belong and at it's worst.

Keep in touch with Lance Larson down at Brown's Lake. He's been the main source and push for opposition.

Rick

From: Gehling, Aaron J [<mailto:aaron.gehling@usbank.com>]
Sent: Friday, September 15, 2017 9:01 AM
To: Rick Schneider <rschneider@woodburyparks.org>
Subject: RE: Map of Winnebago treaty area

Rick,

Also I wanted you to know that I attended the Siouxland Chamber of Commerce dinner last night. Where Lance Morgan (MC) made the statement that the "Iowa DNR was not interested in the ground any longer so they are giving it back". I was disturbed by this statement especially since the DNR has been silent on this issue and not included in any due diligence. You would think that the unit that manages that ground would be consulted in some way. This has been a very 1 sided view from the King office.

I appreciate your advice on this topic.

Take care,

Aaron

From: Rick Schneider [<mailto:rschneider@woodburyparks.org>]
Sent: Friday, September 15, 2017 8:38 AM
To: Gehling, Aaron J <aaron.gehling@usbank.com>
Subject: [EXTERNAL] RE: Map of Winnebago treaty area

Aaron,

Thanks for sharing. I just started receiving all this information on Thursday and have had several inquiries as to what to do about it and who to contact. I would suggest anyone opposed to this contact Rep. King's office to voice their

opposition and sign any petition that is going around, for all the good that might do. I would also encourage you to let the folks in Nebraska know as well since some of this is Nebraska public lands King wants to give away along with two co-sponsors from Nebraska. Nebraskans need to contact those two representatives and loudly voice their opposition.

I remember this being settled back in the 70's and never heard about another court opinion declaring the original action to be illegal and needing Congressional approval to overturn. My personal opinion is that there is a lot of misdirection and misinformation being put forth by certain parties, and the Congressman has never bothered to get to the bottom of the truth before filing this bill.

Finally, it may take a new coalition of outdoor sporting groups including DU, PF, Whitetails Unlimited, NWTF, sports anglers, etc. to find an attorney who specializes in this field to dig up the history (again) and get the public and Congressmen informed.

There is no good reason that after 40 some years this public land, held in Corps of Engineers hands for ALL US citizens, should be given away to a specific group of people. There will be no end if this goes through.

Rick

PLEASE NOTE: My email address has changed to Rschneider@woodburyparks.org

Rick D. Schneider, Director
Woodbury County Conservation Board
4500 Sioux River Road
Sioux City, IA 51109-1657
Phone: 712-258-0838
Cell: 712-253-5407
Fax: 712-258-1261
www.woodburyparks.org

From: Gehling, Aaron J [<mailto:aaron.gehling@usbank.com>]
Sent: Thursday, September 14, 2017 1:43 PM
To: Rick Schneider <rschneider@woodburyparks.org>
Subject: FW: Map of Winnebago treaty area

Rick,

Here is a map from Congressman King's office on the Land Transfer to the Tribe as a reference for you. I am trying to get word out on this topic since King's office did a good job at keeping all the local parties uninformed prior to submitted the new HR 3688 bill. I also have a copy of the bill if you need it from Kings office.

I oppose this land transfer strongly and urge you to help protect this ground for our Woodbury county sportsmen and women.

Let me know if I can help in anyway

Thank you,

Aaron Gehling

From: Hanlon, Sandy [<mailto:Sandy.Hanlon@mail.house.gov>]

Sent: Thursday, September 14, 2017 10:05 AM

Subject: [EXTERNAL] Map of Winnebago treaty area

Good Morning,

Thank you for expressing your concerns about HR 3688 Winnebago Land Transfer Act of 2017. Attached is the map of the Treaty land described in HR 3688. Track 113 is just to the left of track 119. We hope this is helpful.

Sandy Hanlon

District Representative

Congressman Steve King

526 Nebraska Street

Sioux City, Iowa 51101

(712) 224-4692 Phone

(712) 224-4693 Fax

sandy.hanlon@mail.house.gov

[FACEBOOK](#) | [YOUTUBE](#) | [TWITTER](#) | [eNEWSLETTER](#)

U.S. BANCORP made the following annotations

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115TH CONGRESS
1ST SESSION

H. R. 3688

To transfer administrative jurisdiction of certain Federal lands from the United States Army Corps of Engineers to the United States Bureau of Indian Affairs, to take such lands into trust for the Winnebago Tribe of Nebraska.

IN THE HOUSE OF REPRESENTATIVES

SEPTEMBER 6, 2017

Mr. KING of Iowa (for himself and Mr. FORTENBERRY) introduced the following bill; which was referred to the Committee on Natural Resources

A BILL

To transfer administrative jurisdiction of certain Federal lands from the United States Army Corps of Engineers to the United States Bureau of Indian Affairs, to take such lands into trust for the Winnebago Tribe of Nebraska.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Winnebago Land
5 Transfer Act of 2017”.

1 **SEC. 2. LAND TO BE TAKEN INTO TRUST.**

2 (a) IN GENERAL.—Subject to all valid existing rights,
3 all right, title, and interest (including improvements and
4 appurtenances) of the United States in and to the Federal
5 lands described in subsection (b), the Federal lands are
6 declared to be part of the Winnebago Reservation created
7 by the Treaty between the United States and the Winne-
8 bago Tribe in 1865 and shall be held in trust by the
9 United States for the benefit of the Winnebago Tribe of
10 Nebraska subject to the same terms and conditions as
11 those lands described in the Treaty with the Winnebago
12 Tribe, 1865 (14 Stat. 671).

13 (b) FEDERAL LANDS DESCRIBED.—The Federal
14 lands described in this subsection are as follows:

15 (1) That portion of Tract No. 119, the descrip-
16 tion of which is filed in U.S. District Court for the
17 Northern District of Iowa (Western Division), Civil
18 Case No. 70-C-3015-W, executed May 11, 1973,
19 said tract being situated in Section 8 and the accre-
20 tion land thereto, the Southwest Quarter of Section
21 9, the West Half of Section 16, the East Half of
22 Section 17, Township 86 North, Range 47 West of
23 the Fifth Principal Meridian, Woodbury County,
24 Iowa, lying Easterly of the Nebraska/Iowa State
25 Line and Southerly of the Eastern extension of the
26 North line of the Winnebago Reservation.

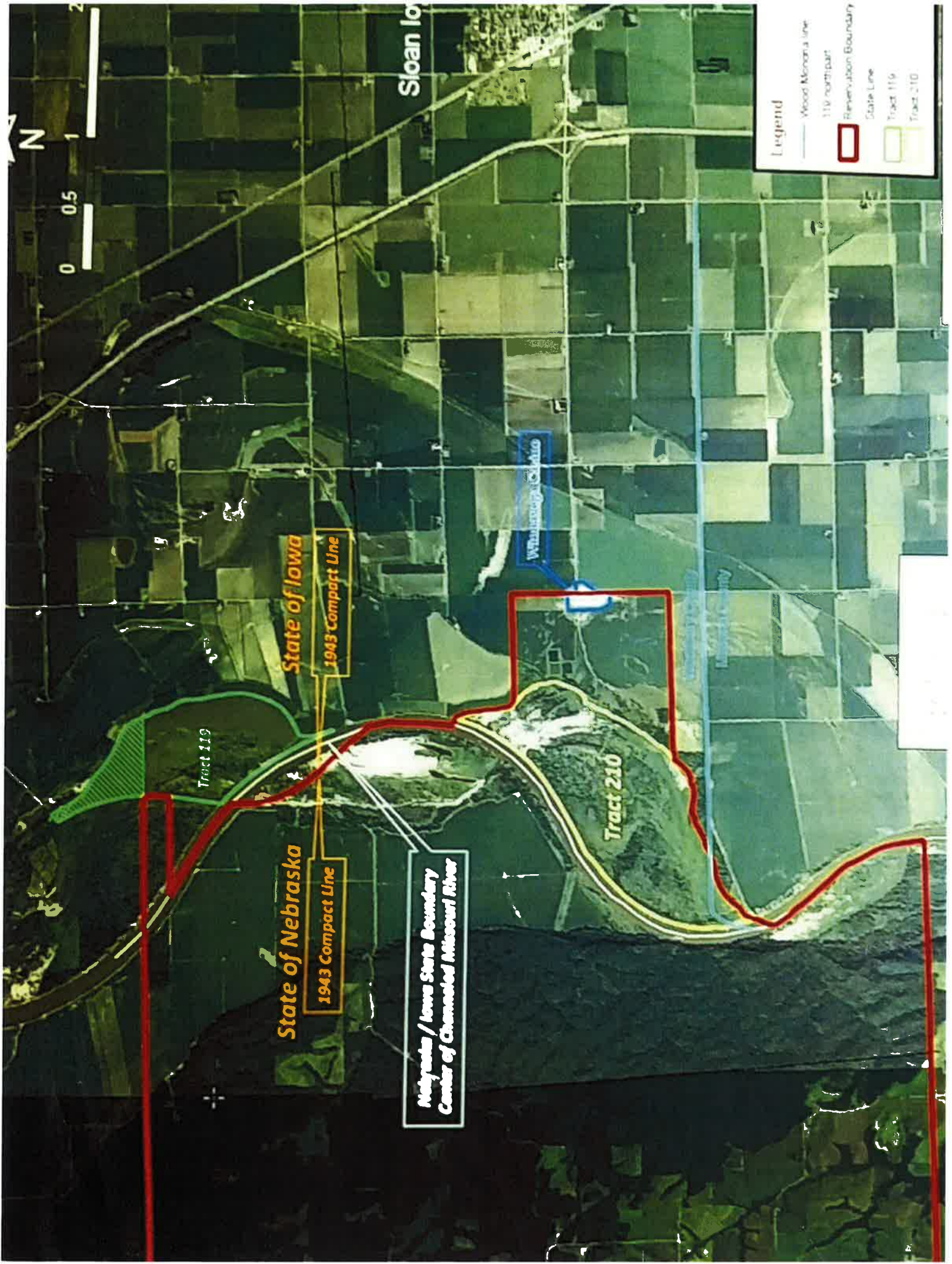
1 (2) All of Tract 210, in Iowa, the description of
2 which is filed in a Federal condemnation action in
3 U.S. District Court for the Northern District of
4 Iowa (Western Division), in Civil Case No. 70-C-
5 3015-W.

6 (3) All of Tract 113, in Iowa, the description of
7 which is filed in a Federal condemnation action in
8 U.S. District Court for the State of Nebraska, in
9 Civil Case No. 70-C-03498.

10 **SEC. 3. EFFECTIVE DATE.**

11 This Act shall be effective on the date it is enacted.

○



Nebraska / Iowa State Boundary
Center of Channelled Missouri River

State of Nebraska

1943 Compact Line

State of Iowa

1943 Compact Line

Tract 119

Tract 210

Whitewater, Chicago

Legend

- Wood-Minorina line
- 119 north part
- Reversionary Boundary
- State Line
- Tract 119
- Tract 210

Sloan lo

N

0 0.5 1 2

From: IA04 Media
Sent: Friday, September 08, 2017 1:21 PM
To: Kennedy, John
Subject: King Introduces Bill to Return Land Wrongly Taken From Winnebago Tribe



FOR IMMEDIATE RELEASE
September 8, 2017

CONTACT: John Kennedy
Office: 202-225-4426

King Introduces Bill to Return Land Wrongly Taken From Winnebago Tribe

United States illegally took the property in violation of the Treaty of March 8, 1865.

Washington, D.C.- Congressman Steve King announced today that he has introduced *H.R. 3688, the "Winnebago Land Transfer Act of 2017"*. King's legislation seeks to restore several tracts of land located in Woodbury and Monona Counties to the Winnebago Tribe. In 1976, the Eighth Circuit Court of Appeals found that the United States lacked authority to take the land through the eminent domain process because Congress had not taken the necessary actions to abrogate the Treaty of March 8, 1865. The treaty set apart the land at issue "for occupation and future home of the Winnebago Indians, forever." Despite this court ruling, the land currently remains in the possession of the U.S. Army Corps of Engineers due to the federal government's improper use of the eminent domain power.

"My legislation corrects a historical wrong that dates back to the 1970's," said King. "At that time, the federal government improperly used the eminent domain process to take land from the Winnebago Tribe even though their rights to that land are protected by treaty. H.R. 3368 requires that this land be held in trust by the United States for the benefit of the Winnebago Tribe subject to the same terms and conditions that were agreed to in the Treaty of March 8, 1865. After over 40 years, it is time the federal government returned this property to the people with the lawful claim."

Congressman King's legislation is cosponsored by Representative Jeff Fortenberry (R-NE). The Woodbury and Monona County Boards of Supervisors support King's legislation, as does the U.S. Army Corps of Engineers.



WINNEBAGO TRIBE OF NEBRASKA

P.O. Box 687 * Winnebago, Nebraska 68071 * PH: 402-878-2272 * Fax: 402-878-2963

Visit us at: www.winnebago-tribe.com

EXECUTIVE SUMMARY CONGRESSIONAL ACTION TO RETURN RESERVATION LAND TO THE WINNEBAGO TRIBE

The Winnebago Tribe of Nebraska is seeking Congressional legislation returning two tracts of Reservation land, currently in the possession of the Army Corps of Engineers, to the Winnebago Tribe. These are lands which were improperly condemned by the Army Corps of Engineers in 1970.

The Winnebago Reservation was established by the Treaty of March 8, 1865 (14 Stat. 671). In exchange for the cession of the Tribe's Dakota lands, the United States promised to "set apart for the occupation and future home of the Winnebago Indians, forever" a reservation in Nebraska on the Missouri River. Included in this reservation were the two tracts of land referenced above.

In 1970, the United States Army Corps of Engineers, exercising the Federal Government's power of eminent domain, condemned, without proper Congressional authorization, those tracts for the Oxbow Recreation Lakes, Snyder-Winnebago Complex.

While the Tribe sought federal assistance to challenge the Army Corps' action, that assistance was denied because the Tribe's request placed the U.S. Department of Justice in a clear conflict of interest with its existing duties to the Army Corps.

While it took some time for the Tribe to find an attorney and raise the resources necessary, the Tribe ultimately filed its own legal challenge to the Army Corps' purported taking. In that challenge, the Tribe alleged that the Army Corps' condemnation action was invalid because the Army Corps had acted without the clear Congressional authorization required by law to condemn Indian trust lands. In *United States v. Winnebago Tribe*, 810 F.2d 153 (8th Cir. 1987), the United States Court of Appeals for the Eighth Circuit ultimately agreed. *Where in the Ct's decision do we find this ultimate agreement?*

Despite the Eighth Circuit's decision, the Army Corps has never returned title to the two parcels at issue, known as Tracts 119 and 210. Yet these lands have never been used or otherwise developed by the Corps since their condemnation.

To undo the harms caused by the Army Corps' unauthorized actions, the Winnebago Tribe seeks the assistance of Congress in directing that title to Tracts 119 and 210 be transferred to the United States in trust for the Winnebago Tribe as reservation lands.

A legal description of the lands is attached hereto. As part of Lot 119 was not part of the Tribe's reservation when established, that part of Lot 119 will not be part of the Tribe's request.

For further information or to answer any questions, please contact attorneys for the Tribe, Danelle Smith at (402) 878-4383 or Joseph Messineo at (402) 333-4053.

WINNEBAGO TRIBE OF NEBRASKA

P.O. Box 687 * Winnebago, Nebraska 68071 * PH: 402-878-2272 * Fax: 402-878-2963

Visit us at: www.winnebagoTribe.com

HISTORY AND BACKGROUND REGARDING PROPOSED CONGRESSIONAL ACTION TO RETURN RESERVATION LAND TO THE WINNEBAGO TRIBE

December 22, 2016

INTRODUCTION

The Winnebago Tribe of Nebraska is seeking federal legislation to correct a historical injustice which it suffered when the United States Army Corps of Engineers ("Army Corps") wrongly took tribal land, in violation of the 1865 Treaty between the Winnebago Tribe and the United States, duly approved by Congress, 14 Stat. 671 (1866), through which the United States had solemnly promised the Tribe that the two tracts of land discussed in this memorandum would remain part of the Tribe's permanent homeland. The land is located on the eastern side of the Missouri River in Iowa.

The United States currently owns the land in fee. Because the federal government already owns the land, congressional correction of this erroneous taking would not require any federal appropriation and would be revenue neutral in the future, and no significant rights of parties other than the Tribe and the United States would be implicated. Instead, the proposed legislation would transfer ownership of the land from the United States in fee back to ownership by the United States in trust for the Tribe, which is how the land should be held under the 1865 Treaty and how the land would be held today if not for the errors, mistakes, and failures of various federal and tribal agents in the early 1970s.

Prior to seeking assistance from Congress, the Tribe has exhausted federal judicial remedies. The federal courts have determined that although the Tribe has a good claim that the Army Corps had no right to seek condemnation of the land without Congressional approval, the federal courts lack the power to restore the land to federal trust ownership. The Army Corps now recognizes that it lacked authority to seek to condemn the Tribe's land, but has stated that it simply lacks authority to undo its erroneous action; only Congress can provide a remedy. The Army Corps takes no position on the Tribe's petition for return of the land. Additionally, we plan on seeking the cooperation of the State of Iowa and local counties in the return of the land to the Tribe. Although the land is federal land, and State and local cooperation is not required, we are seeking Congressional action, State and local approval or at least acquiescence will ensure a smoother path through Congress.

Citations?

DISCUSSION

History Of The Land

From time immemorial, the Winnebago people have lived along the lakes and waters. At the time of European contact, the Winnebago lived along Lake Winnebago and the Fox River in present day Wisconsin. The Tribe gave up most of its land in exchange for the federal government's promises of "permanent" reservations. After many such "permanent" reservations, a sizable part of the Tribe ended up on the Winnebago Reservation bordering the Missouri River in Nebraska. The Treaty establishing the Winnebago Reservation defines the Winnebago Reservation as the northern portion of the Reservation which had been created for the Omaha Tribe in an 1854 Treaty. Treaty with the Winnebago, 1865, Art. 2. The eastern boundary of the Winnebago Reservation created in 1865 was, therefore, the same as the eastern boundary of the 1854 Omaha Reservation, i.e. the center of the Missouri River, in the location which the river occupied in 1854. Treaty with the Omaha, 1854, 10 Stat. 1043; Treaty with the Omaha, 1865, 14 Stat. 667; Treaty with the Winnebago, 1865, 14 Stat. 671.

As was the universal practice in the United States at that time, all of the land on the Winnebago Reservation became owned by the United States in trust for the Tribe. At that time, and at all times subsequently through the present day, the Tribe could neither sell the trust land nor change its Reservation boundary without congressional approval.

As is well known to people in the area, the Missouri River has proven to be an unstable land boundary. The Missouri was particularly prone to moving its bed, sometimes by miles in a single event. There are two primary legal rules for determining Reservation boundaries and land ownership near meandering rivers. If a river moves slowly over time, the land ownership boundaries move with the river. But if a river moves in a single event (by avulsion) or is moved by people rechanneling the river, neither the Reservation boundaries nor the land ownership changes. Carter Lake, Iowa is one of the better known examples of jurisdictional boundaries not moving when a river moves by avulsion. It was located on land that was on the east side of a bend in the Missouri River when Iowa became a state in 1846, but it was left on the west side of the river when the river cut off the oxbow bend and straightened itself. It remains an Iowa city, on the west side of the Missouri River.

As is established in the law and fact and as is acknowledged by the United States, in the area on the eastern boundary of the Winnebago Reservation, the river has repeatedly moved by avulsion, leaving Winnebago land which had been on the west side of the river now on the east side of the river. In some of these areas, the State of Iowa and the State of Nebraska have, through litigation and then negotiations, agreed to the boundary between the two states, creating the oddity that there is land which is definitively established to be Winnebago land and which is also definitively established to be in Iowa.

Applying these legal rules to the Winnebago Tribe's eastern boundary, Tracts 119 and 210 were left on the east side of the Missouri when the river moved by avulsion and later by Army Corps work. See map attached hereto as **Exhibit 1**. Based upon the best evidence available, in both 1854 and 1865, the two tracts of land at issue here were west of the Missouri, in areas where the Missouri made meandering bends to the east. The river subsequently

straightened itself, cutting off both bends. Because those changes were by avulsion, the Tribe's boundary did not move, and the United States' ownership of the land in trust for the Tribe was not altered. The river's 1854 channel remains the Reservation's eastern boundary.

Both tracts are now owned by the United States but managed by the State of Iowa under an agreement between the Army Corps of Engineers and the Iowa Department of Natural Resources. The Army Corps retains the right to terminate the contract at will. The Tribe's understanding is that for these two tracts of land, the State of Iowa has not made any improvements on the land, does not use the land, and has no plans to improve or use the land. Because the land is currently owned by the United States, it is not currently subject to state property tax law, and the proposed transfer back to trust ownership will be neutral on State property tax receipts.

Condemnation And Litigation

In the late 1960s, the Army Corps of Engineers began planning a project for a recreational boating facility on the Missouri River. As part of that project, the Army Corps sought to condemn many tracts of land near the river. This led to the Army Corps naming the Tribe as a defendant in two cases which are relevant to the current discussion. Those cases were United States v. 1716.18 Acres of Land, D. N. Iowa case no. 70-3015 (which involved land in Iowa), and United States v. 867.30 Acres of Land, D. Nebr. case no. 3498 (which involved land in Nebraska).

Because the Army Corps had decided to attempt to condemn land which the United States already owned in trust, the United States Attorney General had a conflict of interests and was unable to litigate on behalf of its claim of federal ownership in trust and its trust responsibility to the Tribe. The Tribe was left to defend its own interests in multiple suits by the Army Corps. See, e.g., United States v. 687.30 Acres of Land, 319 F. Supp. 128, 130 (D. Neb. 1970) (discussing Attorney General's conflict of interests).

The primary error which led to the United States breaching the 1865 Treaty with the Winnebago was the Army Corps' incorrect assertion that, as it relates to its Missouri River project, it had power to exercise eminent domain over tribal trust land. In both 1716.18 Acres of Land and 867.30 Acres of Land, after the United States initiated the case, the Tribe filed motions based upon its analysis that Congress had not given the Army Corps the power to break the Treaty between the Tribe and the United States by condemning land which the United States owned in trust for the Tribe. In both cases, the District Court rejected the Tribe's argument.

In one of the two cases, 1,716.18 Acres of Land, the attorney then-representing the Tribe erred by not properly preserving the issue for federal appellate court review. In the other case, 867.30 Acres of Land, which involved the exact same legal issues as 1716.18 Acres of Land but related to a different parcel of trust land, the Tribe did preserve the issue for appellate court review, and the Tribe prevailed on appeal. The federal court of appeals held, "The United States, through the Army Corps of Engineers, was without authority to take the Tribal lands at issue by eminent domain." United States v. Winnebago Tribe of Nebraska, 542 F.2d 1002, 1006 (8th Cir. 1976). The United States Court of Appeals for the Eighth Circuit held that when Congress authorized the Army Corps' stabilization of the Missouri River in the Winnebago Reservation

area, Congress had simply not given the Army Corps the power to exercise eminent domain against land which the United States owned in trust for the Winnebago Tribe. The only controlling congressional determination was the approval of the 1854 Treaty, through which Congress established federal ownership of the land in trust for the Tribe and established that the land was part of the Tribe's Reservation. The land in 867.30 Acres of Land remains under federal trust ownership to this day. Tracts 119 and 210 from 1716 Acres of Land would also remain under federal trust ownership if not for the error by the district court and the then-tribal attorney's failure to preserve the issue for appeal.

For the two tracts of land discussed in this memo, the Tribe has exhausted all judicial remedies. In fact, after the federal court of appeals ruled that Congress had not given the Army Corps the power to condemn the Tribe's land, the Tribe went back to the federal court regarding the two tracts of land discussed in this letter, and the federal court expressly held that because the prior erroneous decision had become final, there was nothing more the federal courts could do. Although the only congressional pronouncement was that the land at issue was to be part of the Tribe's permanent Reservation, the courts could not return the land to the Tribe. Bear v. United States, 810 F.2d 153 (8th Cir. 1987). The Army Corps takes no position on the return of the land. We have been in regular communications with them for some time on this issue. But the only remedy is Congressional action.

In regard to Tract 119, the Tribe does not seek the entire tract to be given to the Tribe. Before the condemnation, about the northern third of Tract 119 was not part of the reservation. Seeking this northern part to be given to the Tribe would not be consistent with the Tribe's position that this land should rightfully be given back to the Tribe as it was wrongfully taken. Additionally, portions of Tract 119 that were part of the reservation had been allotted to non-Indians. However, this should not be an issue. The allottees' legal title was extinguished by the condemnation proceedings, and they were provided fair compensation by the government at the time of the condemnation. The Tribe's position is that returning this land to the Tribe is doing nothing more than returning to the Tribe what was promised it by the 1865 treaty that created the reservation.

It is right that Congress should return the land given that: (1) it will not cost the government anything; (2) the Army Corps does not object; and (3) but for an error, the land legally would have never been taken out of trust. This legislation simply corrects what is acknowledged to be a mistake by every entity involved.

Conclusion

The proposed legislation would restore what the Tribe and the United States had agreed to in the 1865 Treaty. Because the United States already owns the land in fee, and would only be transferring it back to trust ownership, Congress can reinstate its prior determination (that the land should be owned by the United States in trust for the Tribe) without any discernable impact on other land owners, on the environment, on any economic interests; and without cost to the United States. All of these factors combined lead the Tribe to believe that there is no reason that anyone would oppose restoring the land to its 1865 Treaty status; and that, in fact, no one does oppose the United States honoring its treaty commitment by restoring the land to the Reservation.

A Bill

To transfer administrative jurisdiction of certain Federal lands from the United States Army Corps of Engineers to the United States Bureau of Indian Affairs, to take such lands into trust for the Winnebago Tribe of Nebraska.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

Section 1. Short Title

This Act may be cited as the Winnebago Land Transfer Act of 2017.

Section 2. Land to be Taken into Trust.

- (a) In General. Subject to valid existing rights, all right, title, and interest (including improvements and appurtenances) of the United States in and to the Federal lands described in subsection (b), the Federal lands are declared to be part of the Winnebago Reservation created by the Treaty between the United States and the Winnebago Tribe in 1864 and shall be held in trust by the United States for the benefit of the Winnebago Tribe of Nebraska subject to the same terms and conditions as those lands described in the Treaty with the Winnebago Tribe, 1865 (14 Stat. 671), except that such lands may not be used for gaming purposes under the Indian Gaming Regulatory Act.
- (b) Federal Lands Described. (a) Federal Lands Described. The federal lands describe in this subsection are as follows:
 - (1) Tract 119: All land south the county road located at 42° 14' 10" N in Army Corp of Engineers Tract 119, which is a tract of land situated in Section 8 and the accretion land thereto, the SW 1/4 of Section 9, the W 1/2 of Section 16, the E 1/2 of Section 17, Township 86 North, Range 47 West of the Fifth Principal Meridian Woodbury County, Iowa; and
 - (2) Tract 210: The entire portion Army Corp of Engineers Tract 210, which is a tract of land situated in Lot 1 of Section 28 and the accretion lands to said Lot 1, in Section 32 and the accretion lands to said Section 32, in Lot 4 and in Ne 1/4 SE 1/4 of Section 31 and the accretion lands to said Lot 4, in Township 86 North, Range 47 West of the Fifth Principal Meridian, Monona County, Iowa.

Section 3. Effective Date.

This Act shall be effective on the date it is enacted.

SEPTEMBER 19, 2017 — MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS AS TRUSTEES FOR THE WOLF CREEK DRAINAGE DISTRICT IN WOODBURY COUNTY

The Board of Supervisors met on Tuesday, September 19, 2017 as Trustees for Wolf Creek Drainage District in Woodbury County. Board members present were DeWitt, Radig, Pottebaum, Ung, and Taylor. Staff members present were Karen James, Board Administrative Assistant, Abigail Sills, Assistant County Attorney, Mark Nahra, County Engineer's Office, Dennis Butler, Finance/Operations Controller and Patrick Gill, Auditor/Clerk to the Board.

The Chair called to order a Wolf Creek Drainage District Trustee meeting.

A public hearing was held at 5:00 p.m. for Engineer's report on Wolf Creek Drainage District annexation. The Chairperson called on anyone to be heard.

Motion by Ung second by Radig to receive a written objection from Timothy John Dahms, landowner within the district. Carried 5-0. Copy filed.

Daniel Hair, Hornick, David Folsom, Hornick and Bernard Hair, Hornick addressed the Board during the public hearing.

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

Motion by Radig second by Pottebaum to approve and accept the Engineer's Report on Annexation for the Wolf Creek Drainage District. Carried 5-0. Copy filed.

Motion by Radig second by Ung to annex such lands as recommended by the approved annexation report. Carried 5-0.

Motion by Radig second by Pottebaum to remove such lands as recommended by the approved annexation report. Carried 5-0.

Motion by Ung second by Radig to direct the engineer to assist with identifying commissioners to assist with classification of benefits to each annexed parcel in the district. Carried 5-0.

The Wolf Creek Drainage District meeting was adjourned.

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

#15a

Date: 9/21/2017 Weekly Agenda Date: 9/26/2017

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

WORDING FOR AGENDA ITEM:

Consider approval of contract for project number L-B(Q10)--73-97

ACTION REQUIRED:

- | | | |
|--|---|--|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/> | Approve Motion <input checked="" type="checkbox"/> |
| Public Hearing <input type="checkbox"/> | Other: Informational <input type="checkbox"/> | Attachments <input checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

The project was let on August 22, 2017 for construction of a new bridge to replace existing bridge Q10 on 220th Street east of Bronson. The project was awarded on August 22, 2017.

BACKGROUND:

The county programmed bridge Q10 for replacement in fiscal year 2017. The existing bridge is structurally deficient and functionally obsolete and has a restricted load posting.

FINANCIAL IMPACT:

This contract is funded with special project levy funds, the \$1.3 million levy for bridge and project work levied since 2014.

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 recommend that the Board approve and sign the contract.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the contract for project number L-B(Q10)--73-97 with Graves Construction of Spencer, Iowa for \$287,089.09.



**WOODBURY COUNTY, IOWA
CONTRACT**

Kind of Work Bridge Replacement with RCB Culvert

Project No. L-B(Q10)--73-97

County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Matthew Ung, Jeremy Taylor, Marty Pottebaum, Keith Radig and Rocky De Witt, Contracting Authority, and Graves Construction

Spencer, IA, Contractor. WITNESSETH: That the Contractor, for and in consideration of -----
Two Hundred Eighty-Seven Thousand Eighty-Nine and 09/100 (\$287,089.09)

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Unit Price	Amount
	Project: L-B(LQ10)--73-97	Group 1		
1.	Clearing and Grubbing	0.18 Acres	\$14,000.00	\$ 2,520.00
2.	Excavation Class 10 Roadway and Borrow	1,017 C.Y.	14.00	14,238.00
3.	Removal of Existing Bridge	1 L.S.	12,500.00	12,500.00
4.	Granular Backfill	214 C.Y.	40.00	8,560.00
5.	Excavation Class 20	1,895 C.Y.	15.00	28,425.00
6.	Structural Concrete (RCB Culvert)	263.5 LB	480.00	126,480.00
7.	Reinforcing Steel	48,903 LB	1.03	50,370.09
8.	Revetment Class E	235 Ton	42.00	9,870.00
9.	Safety Closure	2 Each	250.00	500.00
10.	Removal and Installation of Fence	305 L.F.	10.00	3,050.00
11.	Traffic Control	1 L.S.	4,000.00	4,000.00
12.	Mobilization	1 L.S.	26,000.00	26,000.00
13.	Mulching	0.18 Acres	700.00	126.00
14.	Seeding and Fertilizing (Rural)	0.18 Acres	2,500.00	450.00

TOTAL BID \$287,089.09

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer under the date of July 26, 2017

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. L-B(Q10)--73-97 in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
		October 23, 2017	60

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto. It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the

_____ day of _____, 20 17

Approved:
By [Signature]
Contractor: Graves Construction

By _____
Contracting Authority: Woodbury County Board Chairperson

Date 8/28/17

Date _____

IOWA DOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC586994

Contract I.D.: L-B(Q10)--73-97

County: Woodbury

KNOW ALL PERSONS BY THESE PRESENTS: That we,
Graves Construction Co., Inc.

of P.O. Box 1417, Spencer, IA 51301

(hereinafter called the Principal) and
Merchants Bonding Company (Mutual)

of P.O. Box 14498, Des Moines, IA 50306 - 3498

(hereinafter called the Surety) are held and firmly bound unto the
Woodbury County
(Iowa DOT, County, or City name, etc.)

(hereinafter called the Contracting Authority) Iowa, in the sum of
Two Hundred Eighty Seven Thousand Eighty Nine Dollars and 09/100 dollars
(\$ 287,089.09),

lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract with the Contracting Authority to perform Bridge Replacement with RCB Culvert

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect; otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

IOWA DOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC586994

Contract I.D.: L-B(Q10)--73-97

County: Woodbury

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30th day of August, 2017

Graves Construction Co., Inc.
Principal
By: [Signature]
PRES
Title

Merchants Bonding Company (Mutual)
Surety
By: [Signature]
Abigail R. Mohr, Attorney-in-Fact
Title

Address: P.O. Box 14498 , Des Moines, IA 50306 - 3498

By: _____
Principal
Title

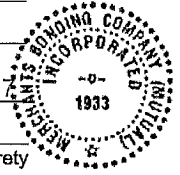
By: _____
Surety
Title

Address: _____

By: _____
Principal
Title

By: _____
Surety
Title

Address: _____



For contracts where a County Board of Supervisors is the Contracting Authority:

This bond approved by the Board of Supervisors of _____ County,
this _____ day of _____, _____
Signature _____ Title _____

For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:

This bond approved by the _____,
(Contracting Authority)
this _____ day of _____, _____
Signature _____ Title _____

DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail R. Mohr

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: IAC586994
Principal: Graves Construction Co., Inc.
Obligee: Woodbury County

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

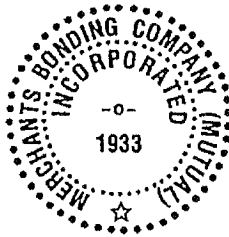
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 30th day of August, 2017.

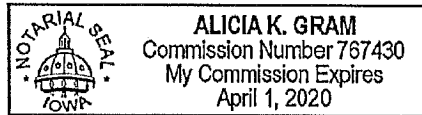


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 30th day of August, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of August, 2017.



William Warner Jr.
Secretary

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

#15b

Date: 9/21/2017 Weekly Agenda Date: 9/26/2017

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

WORDING FOR AGENDA ITEM:

Accept and approve proposal for Slurry Levelers 2017

ACTION REQUIRED:

- | | | |
|--|---|--|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/> | Approve Motion <input checked="" type="checkbox"/> |
| Public Hearing <input type="checkbox"/> | Other: Informational <input type="checkbox"/> | Attachments <input checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

The county engineer has prepared plans for the application of slurry levelers on various HMA paved roads and bridge approaches in Woodbury County.

BACKGROUND:

The county had requested quotes for placement of slurry levelers for its HMA paved road system. The quote received on September 05, 2017 exceeded the budget amount for this item. Companies were then contacted and asked to supply a proposal for time and materials. The proposed project will be completed during the 2017 construction season.

FINANCIAL IMPACT:

The project is paid for with local Woodbury County secondary road funds. The project will be done within the departments budgetary limit for this work item, which is \$80,000.

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 accept and approve the proposal for slurry levelers at time and materials plus 15% from Fort Dodge Asphalt.

ACTION REQUIRED / PROPOSED MOTION:

1) Motion that the board accept and approve the proposal for slurry levelers from Fort Dodge Asphalt.

**PROPOSAL
FORT DODGE ASPHALT CO
BOX1374 FORT DODGE , IA 50501
PHONE 515-573-3124 FAX 515-576-4821**

Email bkusler@woodburycountyiowa.gov

Proposal submitted to: Phone: (712) 873-3215 Fax: _____

Name: Woodbury County

Street 759 East Frontage Rd City Moville State IA

Date 9/18/2017 Zip 51039


Job name or project # Slurry Leveling

We will slurry level bridge approaches and depressed transverse joints.
We will do this work on a Time & Materials basis.

Labor/Hr.	\$ 25.45
Air Compressor/Hr.	\$ 22.00
Slurry Machine/Hr.	\$ 82.50
CSS1-H Emulsion/Gal	\$ 5.35
Pilot Car/Hr.	\$ 26.00

15% will be added for overhead and profit.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to the standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Authorized Signature: 
Danny L. Moore
General Manager

Note: This proposal may be withdrawn if not accepted within _____ days.

Acceptance of Proposal

Accepted: Signature _____

Date: _____ Title _____

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

Date: September 21, 2017

Weekly Agenda Date: September 26, 2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

WORDING FOR AGENDA ITEM: Tabling Law Enforcement Center Expansion Projects B-1 and C-1/C-2 until certain staffing and time parameters are met

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:

Put projects on Hold---

B1 Project: (Intake) 1st Floor- Search, Booking & Intake, ASAP, Interview, Video Arraignment, Holding, Group Holding

Table project after completing all specifications, blueprints, and documents for bid purposes. Ready all materials for bid purpose until a future time when LEC staffing levels are able to be adjusted to support the facility operations per the Goldberg Group Staffing Analysis.

C1 & C2 Projects: (C1- Assessment, Dress-out, Property Storage, Staffing Analysis) (C2- Medical, Exam, Staff)

Table both projects in the “schematic design phase” (where we are at now). Staffing Study (portion of the C1 Project scope) has now been completed by Goldberg. These projects can’t move forward without Project B1 (Intake) being completed

BACKGROUND:

The Woodbury County Board of Supervisors has engaged in the preservation and optimization of two critical bedrock buildings—the Historic County Courthouse celebrating its 100th anniversary next year and the Law Enforcement Center that holds courts, the Sheriff’s Office, and the County Jail. While we have recently engaged in the detailed and complex work of more than 24 months of study, revisions, and drawings, we can proudly say that Prairie Hills (estimated to cost \$1.2 million over 10 years just in energy and emergency maintenance) can be abandoned. The chiller is sold at \$10,000; the enormous task of retrofitting the LEC with all new kitchen equipment amortized through lease purchase is now done; and the Conference Room is completed with beginning optimization plans ready; our commitment of a

smaller-footprint training facility through donations/the Union’s \$40,000 and lease-purchase also meets the Sheriff’s Office’s needs as well as a potential for 24/7 now that the Legislature has made this possible.

In gaining greater space with the deferred money of Prairie Hills, we identified a host of other issues that will not only allow us to use the \$1.2 million wisely but will truly obviate the building of a \$20-25 million new county jail (the original facility was designed for 90 in 1987 but now reaches 234 capacity in 2017.)

Through one of the premiere justice facility architects (Goldberg Group) and an RFQ-selected lead architect (CMBA), we have identified the New Booking Intake Area (with Interview, Video Arraignment, Group Holding) that will in turn allow us to also revitalize or create Assessment, Dress-out, Property Storage and gain greater Classification, Medical Operations Improvement, and HVAC Optimization. This will address safety, increased beds, climate and comfort and mitigate legal liability for the long-term planning the County so desperately needed to engage in. However, the much-needed plans of expanding the Law Enforcement needs to be placed on hold as we “pump the brakes” so to speak after learning the results of a staffing study at the 9/19/2017 BOS meeting.

That recent staffing study by Goldberg Group recommended the hire of 8 correctional officers (4 shifts / 2 people per shift) at \$400-\$490,000 including benefits and family insurance. However, there is no way to add these positions and maintain the commitment to lower taxes—especially during the middle of a fiscal year. Therefore, I would like to take the victory of battle at this time—the closure of Prairie Hills with all its functions—and conversion of waste into other areas for time to come. The only way that I would like to add positions is if we can do so through reorganization, the steady budgeting process next year (Jan-Mar 2018), and in a way that does not add FTEs without reductions or consolidating elsewhere. The Sheriff (he and his personnel have been involved every step of the way) agrees that as long as we do not build this separate area without adequately staffing it, he can see “pumping the brakes” as well.

Our proposal would be to hire staff—and again only IF we can do so in a way that does not add to the tax-burden by reductions elsewhere—until July 1-October, 2018 when we could take the project out to bid for a potential completion date of March, 2019.

FINANCIAL IMPACT: None

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

Yes No

RECOMMENDATION: See below.

ACTION REQUIRED / PROPOSED MOTION: Table B-1 Intake project after completing all specifications, blueprints, and documents for bid purposes and ready all materials for bid purpose until a future time when LEC staffing levels are able to be adjusted to support the facility operations per the Goldberg Group Staffing Analysis.

Table Projects C-1 and C-2 in the schematic design phase.

Approved by Board of Supervisors April 5, 2016.

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

Date: 4/12/2017 Weekly Agenda Date: 4/18/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

LEC Intake Project- Architect and Construction Manager Contracts

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion
Public Hearing Other: Informational Attachments

EXECUTIVE SUMMARY:

Approval of LEC Intake; Architect (B-132) and Construction Manager (C-132) Contracts

BACKGROUND:

At the February 28th, 2017 Supervisors meeting the Board of Supervisors approved project funding (agenda item #15C) for the LEC Optimization Plan Project B- "Intake Area".

FINANCIAL IMPACT:

*CMBA Architects- 20% of Intake Project Total
*The Baker Group- 15% of Intake Project Total
*(Intake Project Total- based on competitive bid process)

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 Architects and Construction Manager LEC Intake Project Contracts

ACTION REQUIRED / PROPOSED MOTION:

1. Motion to Approve CMBA Architects LEC Intake B-132 Contract dated March 16th, 2017
2. Motion to Approve The Baker Group LEC Intake C-132 Contract dated March, 2017

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

Date: 7/09/2017

Weekly Agenda Date: 7/13/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

LEC Optimization Plan- Projects C.1 and C.2

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Optimization Plan C.1- Booking, Interview, & Assessment Unit
Optimization Plan C.2- Medical & Staff

A team consisting of Goldberg Group Architects, Building Services, Sheriffs Department Staff, and The Baker Group have jointly produced plans and drawings for these projects that specifically meet the goals identified in the Optimization Plan which received Board ratification on February 28th, 2017.

BACKGROUND:

LEC Projects C.1 and C.2 implementation will provide the following Optimization Plan goals/ improvements to the facility;

Operations- Daily functions and process has been improved through over-all flow procedure design.

Inmates processed for holding are taken firstly to dress out rooms upon entering the second floor and the inmate property storage area is located adjacent to dress-out. Current operations require guards to walk from one side of the floor to the other to store inmate property in an inadequate storage area.

Classification- Holding cells areas have been incorporated to provide segregation needed for varying inmate classifications.

Nurse's Area- Nursing Staff area has been addressed to meet the greater demands of daily operation and changes relating to on-site medical providers. Further safety enhancement includes Inmate Isolation.

Medical Examination- Examination room has been expanded to provide adequate space and enhanced safety by the installation of adjoining Inmate Isolation.

Staff Safety- Introduction of Four Inmate Isolation Rooms within proximity of operations (2 Medical area/ 2 Examination area).

Padded Holding Cell Areas are increased and located nearest to holding cell block entrance.

Jailer operations are currently conducted from within "J" Cell Block. Jailer operations will be relocated outside of the block.

Security & Electronics- upgrades to existing audio intercom communications & video.

HVAC- improvements to heating, ventilating, and air conditioning systems.

Staff Needs Assessment- A study to review operations and identify Jail Staffing needs will be conducted.

FINANCIAL IMPACT:

Optimization Plan C1= \$895,660.25 (*estimated)
Optimization Plan C2= \$750,720.00 (*estimated)

*Estimated costs provided by Goldberg Group Architects- Cost "Actuals" will be established through the competitive bid process.
Projects C.1 and C.2 are considered "stand alone" projects by the Woodbury County Bonding Authority and as such project costs will not be combined.

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:

Bring back for Board Action Item at a later date.

ACTION REQUIRED / PROPOSED MOTION:

Information Only

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

#17a

Date: 9/21/2017 Weekly Agenda Date: 9/26/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Siouxland District Health- Rooftop AC Unit #7 Repair

ACTION REQUIRED:

- | | | |
|--|---|--|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/> | Approve Motion <input checked="" type="checkbox"/> |
| Public Hearing <input type="checkbox"/> | Other: Informational <input type="checkbox"/> | Attachments <input type="checkbox"/> |

EXECUTIVE SUMMARY:

SDH Rooftop AC Unit #7 has experienced a main control board failure and an immediate replacement is necessary.

BACKGROUND:

SDH/ Woodbury County Building Lease agreement specifies that repair costs exceeding \$2,000 are the responsibility of the building owner. Building Services does not and has never had an annual building budget allocation for the Siouxland District Health Building.

FINANCIAL IMPACT:

CW Suter = \$3,100.00

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 recommends utilizing Prairie Hills CIP #G1 funding source to cover associated repair costs.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve funding of \$3,100.00 from Prairie Hills CIP #G-1



September 18, 2017

To: Woodbury County Building Services
629 Douglas St # B07
Sioux City, IA 51101

Attention: Kenny Schmitz

RE: Repair of Rooftop # 7

Kenny,

Star Control will provide a new controller to repair rooftop number 7 and reprogram new Alerton controller to work as equipment was intended to, your investment: **\$ 3,016.00**

Sincerely,

Kevin Welty
Star Control
Phone: 712-252-3007
Fax: 712-252-2410

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

#17b

Date: 9/21/2017 Weekly Agenda Date: 9/26/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

2017 C.I.P Funding Reallocation

ACTION REQUIRED:

- | | | |
|--|---|--|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/> | Approve Motion <input checked="" type="checkbox"/> |
| Public Hearing <input type="checkbox"/> | Other: Informational <input type="checkbox"/> | Attachments <input type="checkbox"/> |

EXECUTIVE SUMMARY:

Reallocate Project 2017 #B-2 (LEC Public Restrooms) to #2017 CIP #B-12 (Sheriffs Administration Remodel)

BACKGROUND:

CIP Project #B-2 (\$16,000) will not be completed.
Project B-12 CIP cost projection (\$150,000) will be exceeded.

FINANCIAL IMPACT:

CIP Project Funding Reallocation

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 requests authorization to reallocate 2017 CIP Project #B-2 funding into 2017 CIP Project #B-12

ACTION REQUIRED / PROPOSED MOTION:

Motion to reallocate 2017 CIP Project #B-2 funding of \$16,000.00 into 2017 CIP Project #B-12.

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

#17c

Date: 9/21/2017 Weekly Agenda Date: 9/26/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Courthouse HVAC Project #1 Controls Upgrade- Construction Manager Contract Addendum

ACTION REQUIRED:

- | | | |
|--|---|--|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/> | Approve Motion <input checked="" type="checkbox"/> |
| Public Hearing <input type="checkbox"/> | Other: Informational <input type="checkbox"/> | Attachments <input type="checkbox"/> |

EXECUTIVE SUMMARY:

A Project Construction Manager is necessary to complete the HVAC Upgrades for the Courthouse Controls Project #1.

BACKGROUND:

The original Baker Group HVAC Project Construction Manager Contract was approved on 8/25/2017. Due to the HVAC Project scope change from one project to now two separate projects, an addendum to the original contract is required.

On 9/19/2017 the Board of Supervisors authorized direction to receive competitive project bids for Project #1.

FINANCIAL IMPACT:

Baker Group= 15% of Total Project Costs

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 requests authorization to approve Baker Group as Project Construction Manager for the Courthouse HVAC Project #1, and approve AIA- C132 contract addendum.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Baker Group Addendum to AIA-C132 Contract dated 8/25/2017.

Contract Addendum to the following agreement:

AIA Document C132 – 2009 Dated 25th day of August, 2016

Between the Owner: Woodbury County Board of Supervisors

And the Construction Manager: Baker Group

For the following project:

Woodbury County Court House and Law Enforcement Center HVAC Controls Upgrade.

The following changes are agreed upon by the parties of the agreement:

Page 1: Project name has changed to: Woodbury County Courthouse Project #1 Automation Controls/HVAC Improvements in the basement, 1st floor, second floor and the 2 ½ floor areas.

Article 1.1.3 The Owner's budget for the Cost of Work, as defined Section 6.1 is Four Hundred Thousand Dollars (\$400,000) to Five Hundred Thousand Dollars (\$500,000).

1.1.4 The Owners anticipated design and construction schedule:

.1 Design phase to be completed by October 24, 2017 with a bid date no later than Nov 24, 2017.

.2 Construction to commence upon approval and execution of the A132 Agreement between the Contractors and the Owner and as approved by Woodbury county Board of Supervisors.

.3 Full installation by October 1, 2018 with operable systems during their respective season of need.

.4 Final Completion of work shall occur before November 1, 2018.

Exhibit D Baker Group Construction Manager Billing Rates has been replaced with the updated attached Schedule D.

This Addendum is entered into as of Day_____, Month____, 2017

Owner (Signature)

(Printed name and title)

Construction Manager (Signature)

(Printed name and title)

EXHIBIT D

**Baker Group
Construction Manager Billing Rates**

Professional Billing Rates per Hour:

Sr. Design Engineer (PE)	\$150.
Design Engineer (PE)	\$125.
LEED Accredited Professional (A.P.)	\$150.
Team Leader/Construction Manager	\$115
Senior Project Manager	\$110.
Assistant Project Manager/Site Foreman	\$ 85.
Project Principal / Executive	\$150.
Project Coordinator / Accounting	\$ 49.
Safety Director	\$105.
Estimating	\$ 79.

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

#17d

Date: 9/21/2017 Weekly Agenda Date: 9/26/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Courthouse Project #2 Automation Controls/ HVAC Retrofit Floors 3rd thru 7th-
Construction Manager AIA C-132 Contract

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion
Public Hearing Other: Informational Attachments

EXECUTIVE SUMMARY:

A Project Construction Manager is necessary to complete the HVAC Retrofit for the Courthouse Automation and Retrofit Project #2.

BACKGROUND:

On 9/19/2017 the Board of Supervisors authorized direction to receive competitive bids or the Courthouse HVAC Project #2.

FINANCIAL IMPACT:

Baker Group = 15% of Project Total Cost

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 requests authorization to approve Baker Group as Project Construction Manager for the Courthouse HVAC Project #2.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Baker Group AIA-C132 Contract -Woodbury County Courthouse Project #2 Automation Controls/ HVAC Retrofit 3rd thru 7th Floors

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the th day of _____ in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Paragraph Deleted)

Woodbury County Board of Supervisors
620 Douglas Street – Room 104
Sioux City, IA 51101

and the Construction Manager:
(Paragraph Deleted)

Baker Group
4224 Hubbell
Des Moines, IA 50317

for the following Project:
(Paragraph Deleted)

Woodbury County Court House
Project #2 Automation Controls/HVAC Retrofit on Floors 3-7

The Professional Engineer is:
(Paragraph Deleted)

Resource Consulting
6116 South Duff Ave
Ames, IA 50010

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

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

This document is intended to be used in conjunction with AIA Documents A132[™]–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132[™]–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232[™]–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Paragraph Deleted)

§ 1.1.1 The Owner's program for the Project:

(Paragraph Deleted)

The Owner's Program shall be a joint effort of Baker Group's Facility Improvement Master Plan and Resource Consulting as the Engineering Design Team

§ 1.1.2 The Project's physical characteristics:

(Paragraph Deleted)

Complete System Upgrade of all HVAC control components in both buildings as determined by the Engineers specifications. This will include any upgrade to or replacement of the controls for the Boilers, Chillers, Building Automation, Air Distribution System sand any related components to these systems.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Paragraph Deleted)

Court House Budget is Six Hundred Thousand Dollars (\$600,000) to Seven Hundred Thousand Dollars (\$700,000)

Init.

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User Notes:

(3B9ADA28)

Law Enforcement Center Budget is Two Hundred Eighty Thousand Dollars (\$280,000)

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Design phase to be completed by October 24, 2017 with Public Bid dates targeted for no later than November 24, 2017

.2 Commencement of construction:

Construction to commence upon approval and execution of the A132 Agreement between the Contractor and the Owner and as approved by Woodbury County Board of Supervisors.

.3 Substantial Completion date or milestone dates: Full installation in both facilities by October 1, 2018 with operable systems during their respective season of need.

.4 Other:

Final Completion of work shall occur before November 1, 2018.

§ 1.1.5 The Owner intends the following procurement method for the Project:

(Paragraph Deleted)

Competitive bid.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(Paragraph Deleted)

The Owner intends to issue separate contracts for the following scopes of work:

(Paragraph Deleted)

Mechanical Contractor

General Construction Services as needed

Electrical Work

Building Automation Contractor

§ 1.1.7.1 The Work will be performed in actively occupied buildings, and the Construction Manager will be required to plan activities and verify schedules so that they will minimize interference with County activities.

§ 1.1.7.2 Prior to commencement of construction Work, the Construction Manager, in consultation with the Owner's Representative and Professional Engineer, shall confer with the State Historical Preservation Office and the National Park Service to gain their approval of any products being installed in the Court House to be acceptable in maintaining the building's National Historic Landmark designation. Any licensing, approval or inspection fees that may be required will be the responsibility of Woodbury County.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

Init.

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User Notes:

(3B9ADA28)

| (Paragraph Deleted)

| Kenny Schmitz, Facility Services Manager

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

| (Paragraph Deleted)

| The Professional Engineer

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:

| (Paragraph Deleted)

.1 Land Surveyor:

N/A

.2 Geotechnical Engineer:

N/A

.3 Civil Engineer:

N/A

.4 Other:

| (Paragraph Deleted)

N/A

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:

| (Paragraph Deleted)

§ 1.1.12 The Construction Manager’s staffing plan as required under Section 3.3.2 shall include:

(Paragraph Deleted)

Project Manager
Site Foreman to be determined

§ 1.1.13 The Construction Manager’s consultants retained under Basic Services, if any:

.1 Cost Estimator:

(Paragraph Deleted)

N/A

.2 Other consultants:

N/A

§ 1.1.14 The Construction Manager’s consultants retained under Additional Services:

N/A

§ 1.1.15 Other Initial Information on which the Agreement is based:

In addition to Construction Management services outlined in this agreement, Baker Group will also verify all systems for proper operation after installation, verify workable graphics from the Control Vendor, and coordinate with WCICC to set up a virtual server for the Building Automation System.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Construction Manager shall adjust its services and the Owner and the Construction Manager shall appropriately adjust the schedules, and the Construction Manager’s compensation, as necessary, and as mutually agreed upon by the parties.

ARTICLE 2 CONSTRUCTION MANAGER’S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement and other services as may be necessary to provide a complete and accurate performance of services. The Construction Manager shall exercise reasonable care, in the event it engages engineers, consultants, subcontractors, agents, employees and/or officers (collectively the “Consultants”), to engage only such persons and entities who possess the experience, skill, knowledge and character necessary to qualify them individually for the particular duties they perform and who shall perform all work in conformity with the standards of reasonable care and skill with respect to professional services they are rendering. Said consultants shall carry professional liability insurance. The Construction Manager assumes responsibility and liability for the acts, errors and omissions of its Consultants.

§ 2.2.1 The Construction Manager has been engaged to provide professional construction management services because of its character, expertise, experience and qualifications in dealing with projects of similar scope. The Construction Manager shall exercise skill and care consistent with the expertise, experience and qualifications of construction management professionals necessary for the successful performance of this Project.

§ 2.2.2 The Construction Manager shall provide professional construction management services on this Project. Such professional services include substantial discretion and authority to plan, schedule, estimate, approve, coordinate, manage and direct phases of the Project, within the parameters of the Contract Documents. Owner hereby finds and Construction Manager hereby represents and concurs that professional construction management services require a high degree of professional skill and experience in the construction management industry, and that Construction Manager possesses such requisite skill and experience to manage a public construction project of this size and type. The Construction Manager represents that it is knowledgeable in public construction and shall exercise reasonable care and skill to comply with all applicable federal and state laws as well as rules, regulations and specifications adopted by any agency with authority over the construction and renovation of this Project.

§ 2.2.3 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of a Professional Engineer as described in AIA Document B132™–2009, Standard Form of Agreement Between Owner and Professional Engineer, Construction Manager as Adviser Edition, as modified. The Construction Manager shall not be responsible for actions taken by the Professional Engineer.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000.00) combined single limit and two million dollars (\$2,000,000.00) aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability as regulated by law.

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than two million dollars (\$ 2,000,000.00) per claim and in the aggregate. The Construction Manager shall maintain this coverage until completion of the Project and for a period of one (1) years thereafter.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

Init.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Professional Engineer, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Professional Engineer.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project, unless additional updates are reasonable requested by the Owner.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Professional Engineer, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Professional Engineer's review and Owner's approval. If the Professional Engineer suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Professional Engineer on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Professional Engineer on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and routinely update the Project schedule included in the Construction Management Plan for the Professional Engineer's review and the Owner's acceptance. The Construction Manager shall obtain the Professional Engineer's approval for the portion of the Project schedule relating to the performance of the Professional Engineer's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities with anticipated construction schedules and highlighted critical and long lead-time items that could affect the Project's timely completion.

§ 3.2.7 As the Professional Engineer progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Professional Engineer, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Professional Engineer's review and the Owner's approval. The Construction Manager shall advise the Owner and Professional Engineer if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Professional Engineer progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Professional Engineer and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

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§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Professional Engineer regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall collect, review and maintain safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings, Specifications and any other Construction Documents and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall prepare and update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall provide the Owner with information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents. Owner shall provide Construction Manager with any specific EEO requirements which it desires to have incorporated in to the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings, Specifications and other Construction documents, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Professional Engineer's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit a list of prospective bidders for the Professional Engineer's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Professional Engineer, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager and Professional Engineer shall work together to answer questions with regard to questions from bidders and with the issuance of addenda. The Construction Manager will assure compliance with all requirements of Iowa law related to procurement and competitive bidding for public improvements, including but not limited to Chapter 26 and 573 of the Iowa Code.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall prepare for the Owner's review and approval Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

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§ 3.2.22 The Construction Manager shall ensure that all required permits, licenses and other regulatory agency approvals have been obtained before beginning work on each phase of the project. The Construction Manager shall advise the Owner in writing that such permits, licenses and other approvals have been obtained. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall file documents required for the approvals of government authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on thirty (30) days after the Owner accepts the Professional Engineer's final Certificate for Payment. Construction Manager will manage any repair or correction issues, as outlined in Section 12.2.2 of the A232-2009 General Conditions for the Contract of Construction as modified, with all contractors and equipment suppliers for a period of one year after substantial completion and will provide a one-year correction period inspection on the Work.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site, full time, whenever the Work is being performed and when otherwise necessary even when work is not being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Professional Engineer as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified and as amended and approved by Owner.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Professional Engineer. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Professional Engineer, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Professional Engineer.

§ 3.3.6 The Construction Manager shall schedule and conduct weekly meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Professional Engineer and Multiple Prime Contractors.

§ 3.3.7 Consistent with various bidding documents and utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Professional Engineer.

§ 3.3.9 The Construction Manager shall accept work only in conformance with the Contract Documents and shall have authority, upon consultation with the Professional Engineer and Owner, to reject work which does not conform to the Contract Documents. The Construction Manager shall work solely for the benefit of the Owner..

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§ 3.3.10 The Construction Manager shall Prepare a detailed estimate of Construction cost to include all phases and costs associated with the Project. The Construction cost estimate shall be accompanied by a report to the Owner identifying variances from the Owner's Project and Construction Budget. Such report shall be updated on a monthly basis as otherwise needed. The Construction Manager shall make suggestions of alternative construction as necessary to maintain the construction budget and shall facilitate decisions by the Owner and Professional Engineer when changes to the design are required to remain within the Owner's Project and Construction Budget.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project if requested by Owner and advise the Owner and thye Professional Engineer as to variances between actual and budgeted or estimated costs.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

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Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) forward the Contractors' Applications for Payment to the Professional Engineer for approval.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Professional Engineer and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's observations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations form the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Professional Engineer and Owner that the Contractor be paid the amount certified.

The issuance and certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors.

The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall work to guard the Owner against defects and deficiencies in the Work by only accepting work performed in accordance with the Contract Documents, unless non-conforming work is expressly approved by the Owner. The Construction Manager, in consultation with the Professional Engineer, shall reject Work that does not conform to the Contract Documents and shall notify the Owner prior to the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Professional Engineer and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Professional Engineer of when and where the tests and inspections are to be made so that the Professional Engineer may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Professional Engineer during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Professional Engineer requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Professional Engineer and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Professional Engineer's modifications to the Contract Documents.

§ 3.3.17.1 The Construction Manager shall receive certificates of insurance and bond documents from the Contractors and forward them to the Owner with a copy to the Professional Engineer.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Professional Engineer for approval. The Construction Manager shall review and approve and then submit the shop drawings, product data, samples and other submittals to the Professional Engineer for approval with copies to the Owner. It is the Construction Manager's responsibility to ascertain that the drawings, plans and specifications (except for those designed by the Professional Engineer) are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the Construction Manager recognizes the portions of the drawings, plans and specifications are at variance therewith, the Construction Manager shall promptly notify the Professional Engineer and Owner in writing. By approving and submitting shop drawings, product data, samples and other submittals, the Construction Manager thereby represents that it used its best professional judgment and

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effort to assure that the trade contractors have verified all field measurements, field construction criteria, dimensions, elevations, quantities, materials, catalog numbers, and similar data as shown on the Construction Documents furnished by the Professional Engineer, or will do so, and that the trade contractors have checked and coordinated each shop drawing, product data, samples and other submittals with the requirements of the work and of the Construction Documents. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Professional Engineer, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities the Contractor, other Multiple Prime Contractors, the Owner, or the Professional Engineer.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require or request.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a bi-weekly, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Professional Engineer:

- .1 Project schedule status based on percent of completion;
- .2 Submittal schedule and status report;
- .3 Request for information, Change Order, and Construction Change Directive logs;
- .4 Tests and inspection reports;
- .5 Status report of nonconforming and rejected Work;

(Paragraphs Deleted)

§ 3.3.20.2 NOT APPLICABLE

(Paragraphs Deleted)

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the Project site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order, and in addition, approved Project Shop Drawings, Product Data, samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines. The Construction Manager shall make all such records available to the Professional Engineer and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

(Paragraph Deleted)

§ 3.3.22 With the Professional Engineer and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.23 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Professional Engineer a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Professional Engineer in conducting inspections to determine whether the Work or designated portion thereof is substantially complete. Upon achievement of substantial completion, the Construction Manager shall assist the Professional Engineer in performing its responsibilities in accordance with procedure for the review and processing of applications by contractors for progress payments and final payments as the Owner's designated Contract Representative for purposes of evaluating the release of retainage.

§ 3.3.24 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Professional Engineer shall execute, a Certificate of Substantial

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Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Professional Engineer when Work is ready for final inspection. The Construction Manager shall assist the Professional Engineer in conducting final inspections.

§ 3.3.25 The Construction Manager shall forward to the Owner, with a copy to the Professional Engineer, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance and bond documents received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens and/or Iowa Code Chapter 573 claim or bonds indemnifying the Owner against liens and/or Iowa Code Chapter 573 claims; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.26 The Construction Manager shall secure and transmit to the Professional Engineer warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Professional Engineer a final Project Application for Payment upon compliance with the requirements of the Contract Documents. The Construction Manager shall also secure and transmit to the Owner required affidavits, releases, bonds and waivers and shall deliver to the Owner all keys and other information. In consultation with the Professional Engineer, the Construction Manager shall determine when the Project and the Contractor's work is finally completed, and shall provide to the Owner a written recommendation regarding payment to the Contractor and shall issue a final Project Application for payment upon compliance with the requirements of the Contract Documents. At the conclusion of the Project, the Construction Manager shall prepare and deliver to the Owner final project account and close-out reports. The Construction Manager shall collect and submit the as-built drawings to the Owner within a reasonable period of time following final completion. The Construction Manager shall also observe commissioning work and be responsible for requiring the Contractor to check all equipment and verify that all Project systems are working properly at the end of the Project and prior to Final Acceptance.

§ 3.3.27 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, and Construction Manager. Consent shall not be unreasonably withheld. The Professional Engineer shall be informed of any modifications made to the Construction Manager's contractual duties or responsibilities.

§ 3.3.28 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

(Paragraph Deleted)

§ 3.3.29 The Construction Manager shall, by visits to the site and by adequate and necessary observations and inspections, required or otherwise appropriate to the stage and nature of the construction activities, exercise due diligence to safeguard the Owner from defects and deficiencies in the work performed and materials provided by the Contractor and from the trade contractor's failure to carry out the work in accordance with the Contract Documents and the Project Schedule. These provisions shall require a representative of the Construction Manager to be available in Sioux City for communication with the site supervisors and/or managers of each Contractor while Construction is being performed. A representative shall also be available at all times, whether on site or not, by cellular phone.

§ 3.3.30 During the one (1) year correction period following the date of Substantial Completion, the Construction manager shall oversee, monitor and coordinate the remedial work of the Contractors, including but not limited to, making certain that the respective Contractors are notified of the extent and nature of the remedial work which needs to be done; and that such work is done in a timely and satisfactory manner.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)

(Paragraph Deleted)

(Paragraph Deleted)

Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material or substantial change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement that could not have been reasonably known by the Construction Manager prior to entering into this Agreement;
- .3 Preparation of documentation for alternate bid requests proposed by the Owner;
- .4 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .5 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;

(Paragraph Deleted)

- .6 Service as the Initial Decision Maker.

§ 4.3.2 Unless in the Construction Manager's opinion an emergency exists which requires immediate action to avoid damage to property or injury to persons, to avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services at no additional charge, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need, and advise the Owner if continued services by the Professional Engineer would only be rendered if the Owner makes additional payments to the Professional engineer, and also advise Owner of the anticipate cost of such services.

- .1 Services in evaluating more than five (5) formal Claims submitted by a Contractor or others in connection with the Work when the Professional Engineer is serving as the Initial Decision Maker.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements.

§ 5.2 The Owner, in consultation with the Professional engineer and Construction Manager shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Professional Engineer. The Owner, Professional Engineer, and Construction Manager, shall thereafter make a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain a Professional Engineer to provide services, duties and responsibilities as described in AIA Document B132–2009, Standard Form of Agreement Between Owner and Professional Engineer, Construction Manager as Adviser Edition as modified and as amended and approved by the Owner. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Professional Engineer, and any further modifications to the agreement.

§ 5.5 The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services. The Board of Supervisors or its authorized designee, to the extent such designation is permitted by law, shall be solely authorized to act on the Owner's behalf with respect to the Project. Change Order Approvals and the Approved Construction Budget. The Owner's administrative representative or Board designee shall be available during working hours as often as may be necessary to render decisions which can be made without the Board of Supervisor approval and to furnish information in a timely manner. The Owner shall provide to the Construction Manager the contact information for the Owner's contact person(s). If it becomes necessary to appoint a new representative, such appointment shall be communicated to the Construction Manager in writing within three (3) days of such appointment.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Construction Manager, on behalf of the Owner shall coordinate the services of the Owner's consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services required to verify the Contractors' Applications for Payment or to ascertain how or for what purposes the trade contractors have

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used the money paid by or on behalf of the Owner, as may be reasonably necessary at any time for the Project.

Construction Manager shall collect from trade contractors, and where appropriate, their subcontractors or suppliers, evidence of payment of debts associated with the Project and a final release of all claims prior to final payment.

Construction Manager shall further review and verify entitlement to release of retainage, and review and make recommendations to Owner as to the validity of any claims asserted under Iowa Code Chapter 573.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Professional Engineer if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Professional Engineer's Instruments of Service or any fault or defect in the Construction Manager's services, however, Owner shall have no affirmative obligation or duty under the Agreement to inspect for defects or errors in the Project or the Professional Engineer's instruments of services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Professional Engineer and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only. The Cost of the Work does not include the compensation of the Professional Engineer, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2.1 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's professional judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

6.2.2 The total aggregate cost of the Project including management and professional services fees shall not exceed One Million, Two Hundred Thousand Dollars (\$1,200,000.) The Construction Manager shall be permitted to include contingencies for design, bidding and price escalation, and shall consult with the Professional Engineer to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to suggest reasonable adjustments in the scope of the Project, and to suggest inclusion of

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alternate bids in the Construction Documents to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of any increase in the Contract Sums occurring after execution of the Contracts for Construction.

§ 6.3 If the Professional Engineer is providing detailed cost estimating services, and a discrepancy exists between the Construction Manager's cost estimates and the Professional Engineer's cost estimates, the Professional Engineer and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Professional Engineer, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Professional Engineer in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Professional Engineer, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2 and the Professional Engineer and Construction Manager incorporate the required modifications to the Construction Documents to reduce the Cost of Work, yet the sum of the lowest responsive, responsible bid on the Project exceeds the Owner's budget for the Cost of Work, the Owner may

- .1 give written approval to increase the budget for the Cost of the Work;
- .2 authorize rebidding of the Project within a reasonable time;
- .3 If the project is abandoned, terminate in accordance with Section 9.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the budget for the Cost of Work.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Construction Manager, without additional charge, shall cooperate with the Owner and Professional Engineer as necessary to bring the bids within the budget of the Cost of Work.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Drawings, Specifications and other documents prepared by the Professional Engineer for this Project are deemed Instruments of Service for use with this Project and shall become the property of the Owner, whether or not the Project is completed.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Final Acceptance of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2

The Construction Manager shall indemnify and hold the Owner and the Owner's officers, directors and employees harmless from and against damages, losses and judgments arising from claims by third parties, regardless of the nature, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the

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Owner under this provision shall be limited to the available proceeds of insurance coverage or \$1,000,000.00, whichever is greater.

(Paragraph Deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation upon mutual agreement of the parties. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement [in accordance with Iowa Code Chapter 679C, as amended]. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 8.3 Arbitration – NOT APPLICABLE

(Paragraphs Deleted)

§ 8.3.4 Consolidation or Joinder – NOT APPLICABLE

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement, except that payment may be withheld from the Construction Manager for the Construction Manager's substantial non-compliance or non-performance

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formally claimed and/or determined in accordance with the terms of this Agreement without penalty to the Owner for such withholding. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services due to substantial nonperformance, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Construction Manager's services.

§ 9.3 This Agreement may be terminated by either party upon not less than seven days' written notice in the event that the Project is abandoned by the Owner for more than 180 consecutive days for reasons other than the fault of the Construction Manager.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than fourteen days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.5.1 Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the state or the Owner to appropriate funds or through discontinuance or material alteration of the program for which funds were provided, the Owner shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

§ 9.5.2 With the mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) days' written notice, this Agreement may be terminated on any agreed date before the end of the term without penalty to either party.

§ 9.6 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed through the effective date of termination.

§ 9.7 Construction Manager shall be responsible for providing Owner with all requested documentation necessary to support the payment requested by Construction Manager for services performed prior to the date of termination.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Iowa.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction as modified and as amended and agreed by Construction Manager and Owner, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Construction Manager shall not specify or approve for use in the Project any new materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If the Construction Manager discovers that such substances as described herein have been used or do exist in the Project, the Construction Manager shall promptly notify the Owner in writing. When asbestos containing materials, polychlorinated biphenyl (PCB) or other toxic or hazardous substances are suspected or found in the course of the Project, the Owner shall immediately provide the services of an appropriately qualified expert or consultant to determine the proper course of action.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) comply with any public records request under the Iowa Open Records law, as applicable.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Paragraph Deleted)

All Pre-Construction Services have already been provided through an agreement between Resource Consultants and the County. Baker Group did provide budgeting support for their final report and those costs will be absorbed in our total fees as outlined in the following paragraph.

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Paragraph Deleted)

The Construction Management fee will be based on a percentage of the total costs of the Project by using a multiplier of Fifteen percent (15%) billed monthly. Professional Engineering services will not be considered a direct job cost and will not be included in the total project cost when determining Construction Manager's fee.

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(Paragraph Deleted)

§ 11.3 Additional Services shall be billed on an hourly basis as outlined in Exhibit D – Construction Manager billing rates.

(Paragraph Deleted)

§ 11.4 Compensation for Additional Services of the Construction Manager’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (%), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager’s and Construction Manager’s consultants’ normal review practices.

(Paragraph Deleted)

See Exhibit “D”

Employee or Category

Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager’s consultants directly related to the Project, as follows:

.1

(Paragraph Deleted)

Fees paid for securing approval of authorities having jurisdiction over the Project;

.2 Printing, reproductions, plots, standard form documents;

(Paragraphs Deleted)

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager’s consultants plus zero percent (0 %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of Three Thousand Dollars (\$3,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.7.1.1 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service on the basis set forth in Section 11.1.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly by the last day of each month in proportion to services proven to have been performed. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate established by Section 74A.2 of the Code of Iowa. All pay requests must be received by the County seven days prior to the Board of Supervisors meeting which is held every Tuesday of each month.

(Paragraph Deleted)

§ 11.7.3 The Owner shall not permanently withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding. However, the Owner may, upon the filing of or in anticipation of the imminent filing of a formal claim against the Construction Manager, withhold amounts in dispute from the Construction Manager pending the outcome of the claim.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Payment to the Construction Manager will be made by the Owner from cash on hand from such sources as may be legally available to the County.

§ 12.2 Construction Manager shall provide the insurance specified in Exhibit "C" hereto.

§ 12.3 The Construction Manager shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Construction Manager shall not permit an employee, a subconsultant owned, operated, or managed by, or subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's properties in accordance with Iowa Code 692A.113, and shall fully execute and deliver a copy of such "Acknowledgement and Certification" form within ten (10) days of the execution of the Agreement or before any such workers are on the Project site.

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

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below and is effective after execution by all parties of this document and documents listed below:

- .1 AIA Document C132™–2009, Standard Form Agreement Between Owner and Construction Manager as Adviser, as modified.
- .2

(Paragraph Deleted)

Other documents:

(Paragraph Deleted)

- Exhibit "A" – Partial Lien Waiver
- Exhibit "B" – Final Lien Waiver
- Exhibit "C" – Insurance Requirements
- Exhibit "D" – Construction Manager Billing Rates

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

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Printed name and title)



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EXHIBIT A

PARTIAL RELEASE OF LIEN AND WAIVER OF CLAIMS

To: _____, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$ _____

Date of last work covered by payment request: _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full, less retainage and other claims documented as required by the Contract (if any), has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, except as identified below:

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Waiver and Release of Claims

NOW, THEREFORE, the undersigned acknowledges receipt of progress payments in the sum of \$_____ for all work through _____, 20__, for which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property, except as pertains to unpaid retainage and claims documented as required by the Contract. Additionally, the undersigned waives and releases any other claims against the Owner or its sureties on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property, also referred to as _____ . The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract for which payment has been made.

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

EXHIBIT B

FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: _____, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$ _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned acknowledges receipt of final payment in the sum of \$_____ for which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property. Additionally, the undersigned waives and releases any other claims against the Owner, its sureties or on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

Exhibit "C"

INSURANCE REQUIREMENTS

1. The Construction Manager shall secure and maintain through the duration of this Contract insurance (on an occurrence basis unless stated below) of such types and in such amounts stated below, but in no case less than as may be necessary to protect the Construction Manager and the Owner and agents of the Owner against all hazards or risks of loss as hereinafter specified. The Owner will only accept coverage from an insurance carrier who offers proof that it:
 - 1) Is licensed to do business in the State where Construction Manager is located;
 - 2) Carries a Best's policy holder rating of A or better and at least a Class X financial rating;
 - 3) Is a company mutually agreed upon by the Owner and the Construction Manager.
2. The form of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner, but regardless of such approval it shall be the responsibility of the Construction Manager to maintain adequate insurance coverage at all times. Owner reserves the right to review certified copies of any and all insurance policies to which the Contract is applicable. Failure of the Construction Manager to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.
3. The cost of defense of claims shall not erode the limits of coverage furnished.
4. If Construction Manager should retain consultants to perform any of its services, Construction Manager shall see to it that such third party maintains such insurance and shall furnish evidence thereof to Owner.
5. The insurance policies shall provide that Owner shall be given not less than thirty (30) days written notice from the insurer(s) before cancellation, non-renewal or material modification of coverage of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11) or equivalent. The Construction Manager shall promptly notify the Owner of any reduction in limits of protection under any policy listed in the Certificate in excess of \$10,000.00, whether or not such impairment came about as a result of the Contract. If the Owner shall determine the Construction Manager's aggregate limits of protection shall have been impaired or reduced to such an extent that the Owner shall determine such limits inadequate for the balance of the project, the Construction Manager shall, upon notice from the Owner, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the Owner.
6. Satisfactory certificates of insurance, **and a copy of the Additional Insured Endorsement, and a copy of the Additional Insured Endorsement and a copy of the Notice of Cancellation Endorsement**, written on a standard AIA Document G705 or ACORD form 25-S, Accord Form 27, as applicable, shall be filed with the Owner prior to Construction Manager's entry on to the Project site. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to Owner prior to the expiration date of any coverage, and Construction Manager shall give Owner written notice of any proposed reduction or other material modification in such insurance no later than thirty (30) days prior to such change.
7. Cancellation, non-renewal or material modification of coverage of any such insurance shall be the basis for the Owner's exercising its right to terminate the Contract.
8. Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.
9. Construction Manager shall insure specifically the indemnification by it contained in the Contract, and shall include the Indemnitees as identified in the Contract as additional insureds on the Commercial General Liability Insurance and the Comprehensive Automobile Liability Insurance policies described above. Indemnitees shall be included as additional insureds under Construction Manager's furnished insurance

(except Workers' Compensation Insurance and Professional Liability Insurance), for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 10/01). Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Construction Manager's liability under the Contract.

10. Construction Manager agrees to procure and carry, at its sole cost, until completion of the Contract all insurance, with identical limits of liability and scope of coverages, as set forth below:
 - 10.1 Comprehensive Automobile Liability Insurance. Construction Manager shall maintain comprehensive automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Contract covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.
 - 10.2 Workers' Compensation and Employer's Liability Insurance. Construction Manager shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence. The Construction Manager shall also purchase insurance against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
 - 10.3 Commercial General Liability Insurance. Construction Manager shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for as long as Construction Manager or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual liability insuring the indemnities set forth in the Agreement. Each Project shall have minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 products/completed operations aggregate coverage.
 - 10.4 Excess Liability. Construction Manager shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$2,000,000.00 per occurrence and \$5,000,000.00 aggregate.
11. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers against Owner and all its assigns, affiliates, employees, insurers and underwriters.
12. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Construction Manager's liability with respect to its performance of this Agreement.
13. Professional Liability coverage. The Construction Manager shall maintain and pay the premium on professional liability insurance in an aggregate amount of not less than Two Million Dollars (\$2,000,000.00), with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00). Certificates of insurance for such coverage will be provided to Owner within ten (10) days of the execution of this Agreement. All such insurance shall be at no cost to the Owner.
14. The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims not subject to the defense of governmental immunity under Iowa Code Section 670.

EXHIBIT D

**Baker Group
Construction Manager Billing Rates**

Professional Billing Rates per Hour:

Sr. Design Engineer (PE)	\$150.
Design Engineer (PE)	\$125.
LEED Accredited Professional (A.P.)	\$150.
Team Leader/Construction Manager	\$115
Senior Project Manager	\$110.
Assistant Project Manager/Site Foreman	\$ 85.
Project Principal / Executive	\$150.
Project Coordinator / Accounting	\$ 49.
Safety Director	\$105.
Estimating	\$ 79.

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

Date: 9/20/17

Weekly Agenda Date: 9/26/17

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

WORDING FOR AGENDA ITEM:

Local Option Sales Tax and Gaming Revenue Budgets:
De-Obligate and Obligate FY17 Line-Items to FY18 Line-Items

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This item requests the Board of Supervisors to de-obligate unspent line-items within the FY17 Local Option Sales Tax (LOST and Gaming Revenue (Gaming) budgets, and obligate those funds into the FY18 LOST/Gaming budgets.

BACKGROUND:

This is a routine practice to carryover unused funds from one year to another.

De-Obligate FY17 LOST Line-Items:
\$3,005 for SIMPCO Membership Dues
\$8,339 for McClure On-Call Consulting Services
\$75,000 for Sioux City Ag Expo Center Project
TOTAL = \$86,344

Obligate FY18 LOST Line-Items:
\$7,292 for SIMPCO Membership Dues
\$75,000 for Sheriff's Training Center Project
TOTAL = \$82,292

De-Obligate FY17 Gaming Line-Items:
\$75,000 for Sioux City Ag Expo Center Project
TOTAL = \$75,000

Obligate FY18 Gaming Line-Items:
\$75,000 for Sheriff's Training Center Project
TOTAL = \$75,000

FINANCIAL IMPACT:

Increase of \$4,052 in the FY18 LOST Budget Unallocated Reserves

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:

Acknowledge the Finance Controller's recommendations to:

De-obligate \$86,344 from FY17 LOST budget line-items, and obligate \$82,292 of those funds into the FY18 LOST budget for SIMPCO Membership Dues and Sheriff's Training Center Project; and

De-obligate \$75,000 from the FY17 Gaming budget line-items, and obligate those funds into the FY18 Gaming budget for the Sheriff's Training Center Project.

ACTION REQUIRED / PROPOSED MOTION:

Motion to de-obligate \$86,344 from FY17 LOST budget line-items, and obligate \$82,292 of those funds into the FY18 LOST budget for SIMPCO Membership Dues and Sheriff's Training Center Project.

Motion to de-obligate \$75,000 from the FY17 Gaming budget line-items, and obligate those funds into the FY18 Gaming budget for the Sheriff's Training Center Project.

Local Option Sales Tax (Infrastructure/Economic Funds)

September 1, 2017

Allocations for FY 18

Fund Cash Balance on Hand September 1, 2017	942,483
Estimated Revenue for FY 2018	453,983
Invest in Woodbury County Loan Repayments	31,694
IJR Reimbursements:	
Sioux City (180,900)	111,281
Sergeant Bluff (8,500) Paid in Full	
Siouxland Initiative (40,000)	12,074
Salix (495) Paid in Full	0
DOT (200,000)	5,785

Obligated Funds:

FY 17 (Carryover)

McClure Engineering on Call Consulting (10,000) - FY16	8,339
Interstate Justification Report County Share (610,795) - FY16	163,627
Joint City/County SIMPCO Memberships (7,292) - FY16	3,005
Rural Comprehensive Planning (112,530) - FY 16	91,530
SIMPCO Improvement Regional Housing Trust Fund (15,000) - FY 17	3,000
Strategic Planning - Salix, Merville and Sergeant Bluff (30,600) - FY 17	20,370

FY 18

Transfers:		
Rural Basic - Economic Development Department - FY 18 Approved	184,677	
Rural Basic - Planning & Zoning - FY 18 Approved	134,962	
Rural Basic - Bridge Replacement - FY 18 Approved	512,000	
Rural Basic - W.C. Soil Conservation - FY 18 Approved	36,000	
Ag Center 1 of 10 (750,000) - FY 18 Approved	75,000	
The Siouxland Initiative (25,000) - FY 18 Approved	25,000	
TSI/Transportation/Infrastructure Support (15,000) - FY 18 Approved	15,000	
Western Iowa Tourism (500) - FY 18 Approved	PAID	
County Fair (25,000) - FY 18 Approved	PAID	
Senior Community Service Employment Program (10,474) - FY 18 Approved	7,855	
Joint City/County SIMPCO Memberships (7,292) - FY18 Approved	7,292	
SIMPCO Improvement Regional Housing (15,000) - FY 18 Approved	15,000	
	<hr/>	1,302,657

Funds Unallocated for FY 2018	<hr/> <hr/>	254,643
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Local Option Sales Tax (Infrastructure/Economic Funds)

September 1, 2017

**Proposed
Allocations for FY 18**

Fund Cash Balance on Hand September 1, 2017		942,483
Estimated Revenue for FY 2018		453,983
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IJR Reimbursements:		
Sioux City (180,900)		111,281
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	Rural Basic - W.C. Soil Conservation - FY 18 Approved	36,000
Obligate Funds for Training Center (75,000) - FY 18	75,000	
De-Obligate for FY 2018 Ag Center 1 of 10 (750,000) - FY 18 Approved	0	
The Siouxland Initiative (25,000) - FY 18 Approved	25,000	
TSI/Transportation/Infrastructure Support (15,000) - FY 18 Approved	15,000	
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obligate

1,302,657

Funds Unallocated for FY 2018

254,643

Gaming Revenue Funds

September 1, 2017

Allocations for FY 18

Fund Cash Balance on Hand September 1, 2017	295,456
Estimated Revenue for FY 18	330,000
Gaming Revenue - MRHD	68,750
Less Obligated Funds:	
<u>FY 18</u>	
Transfer:	
General Supplemental - Tax Relief (300,000) - FY 18	300,000
Ag Center 1 of 10 (750,000) - FY 18 Approved	75,000
Art Center (25,000) - FY 18 Approved	25,000
Meals on Wheels (12,760) - FY 18 Approved	12,760
Human Resources - Neogov Software (15,000) - FY 18 Approved	15,000
Tcounty Treasurer New Copier (2,566) - FY 2018	2,566
Siouxland Regional Transit System (33,320) - FY 18 Approved	24,990
	<u>455,316</u>
Funds Unallocated for FY 2018	<u><u>238,890</u></u>

Gaming Revenue Funds

September 1, 2017

Proposed

Allocations for FY 18

Fund Cash Balance on Hand September 1, 2017	295,456
Estimated Revenue for FY 18	330,000
Gaming Revenue - MRHD	68,750
Less Obligated Funds:	
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General Supplemental - Tax Relief (300,000) - FY 18	300,000
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De-Obligate for FY 2018 Ag Center 1 of 10 (750,000) - FY 18 Approved	0
Art Center (25,000) - FY 18 Approved	25,000
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	<u>455,316</u>
Funds Unallocated for FY 2018	<u><u>238,890</u></u>

Meeting Minutes, September 14th, 2017 @ 10:00AM

TWELTH MEETING OF THE WOODBURY COUNTY POLICY REVIEW COMMITTEE

Location: Board Chambers, first floor of the Courthouse
620 Douglas Street, Sioux City, Iowa 51101

Members present: Matthew Ung, County Supervisor; Pat Gill, County Auditor, Ed Gilliland, Director of Human Resources; PJ. Jennings, County Attorney; Tonia Abell, Human Resources

Member absent: Keith Radig, County Supervisor

Audience Attendees: Michelle Skaff, Deputy Auditor

Agenda

- I. Call to order ---Ung
- II. Public Comments
No public comments
- III. Approval of Agenda
Approved by consensus
- IV. New Business

Ung welcomed everyone to the policy review committee meeting.

A. Travel and Expenses (1st review of existing policy)

Ung brought the policy review on behalf of Supervisor Jeremy Taylor, regarding whether a definitive per diem amount for meals should be added to the travel policy. Federal rates and the policy from Siouxland District Health (SDHD) were distributed to the committee. Gilliland discussed his historical employment experience in meal reimbursement encompassing a wide range of allowances. Ung mentioned per-meal allowances as required by some school districts; Committee agreed per-meal allowances were unadvisable when meal costs vary (e.g. Des Moines to Washington, D.C.). Ung suggested options of either a simple daily maximum in the amount of the federal minimum, or a floating maximum corresponding to federal rates set for regions. Committee noted SDHD policy seems to not track the latter, and does not specify a dollar amount. Gill educated committee on the differences between per diem allowances being taxable income by IRS regulations, and a maximum threshold. Gill recalled discussion with Supervisor Taylor in previous years, noted there have been no issues of abuse mentioned since that time, and that the Auditor's office is cognizant of claims and held responsible to media inquiries on a consistent basis. Jennings noted he reviews his office's claims and is not aware of anyone ever approaching the federal minimum per diem rate for meals of \$51. Jennings and Ung wondered if putting a dollar amount in a revised policy would encourage additional spending because it is expressly allowed by policy up to a maximum amount. Gill noted additional screening presented by a revised policy would strain the Auditor's Office staff. Committee discussed cases where staff turn in claims that voluntarily exclude reimbursement requests for certain items or when additional guests are on the same receipt. Committee discussed and verified that current policy requires an itemized bill when submitting claims. Jennings, Gilliland, and Gill suggested no changes to current policy unless abuse is noted. Gill and Skaff resolved to send an email in December to reinforce the itemized bill requirement along with the annual mileage change form. **No action taken.**

B. 1st Review and Comparison in 2016 Handbook of Existing Policies Dated 1983-1992

i. Deferred Compensation Plan

Gilliland referred to updated plan documents stating Nationwide as the current vendor and deferred compensation as a voluntary benefit to County employees. Gilliland noted there will always be changes depending on Federal regulations, and the changes over the several decades mean the 1983 version is outdated and contains nothing that can be incorporated into current policy/plan/practice. **Motion by Ung, second by Gill, to declare Deferred Compensation Plan of 1983 obsolete and removed from any list of effective county policies. Passed 5-0.**

ii. Bloodborne Pathogens

Gilliland stated he reviewed procedure and updated it in 2014 with OSHA requirements. Ung requested clarification whether procedure presented by Gilliland was customized for Woodbury County or if it was a standard OSHA guideline. Gilliland responded that it was a liberal interpretation of OSHA requirements pertaining to County. Gill inquired if there was a Safety Risk Manager, no employee delegation mentioned. Gilliland replied he is going through department re-structure and not yet assigned, but currently would fall to himself. Skaff pointed out, even though it is not required by OSHA to train low risk groups it would be good to all employees to have training. Gilliland mentioned regulation standards are those employees in high risk groups. Ung reminded committee Bloodborne Pathogen is required by law and should be a policy. Jennings expressed his opinion this should be policy passed by Board and enforced to reduce risk of liability. In regard to enforcement, Gill said OSHA requirements/bloodborne procedures be reviewed annually by Human Resources. Ung put the question to Gilliland whether procedure is being reviewed annually and specifically by Gilliland himself. Gilliland replied he will double check procedure meets OSHA requirements. Ung summed up discussion proposing Bloodborne Pathogens should be a policy rather than procedure and reviewed by Board. Further summarization from discussions to update title of Policy and to include: "Bloodborne policy would be reviewed annually by HR", avoiding necessity to bring to Board on annual basis. **Motion by Ung, second by Gilliland, to declare existing policy (1992) obsolete due to lack of documentation, and removed from any list of effective county policies. Passed 5-0.**

Motion by Ung, second by Gill, to recommend to the Board of Supervisors the passage of a standalone Bloodborne Pathogen Policy, to be presented by Gilliland at the Sept. 26 board meeting. Passed 5-0.

Ung directed to Gilliland that said new policy should be in the appropriate, consistent format (i.e. headings, placement of signature line) as previously agreed upon by the committee.

- V. Policy item requests for future----- Committee & Public
 - a. IT: Social Media; Retention; USB/Thumb Drive Storage; Cloud Storage and Mobile Device Management.

Ung commented committee is doing a good job in grouping old policies to be reviewed so far and should strive to continue.

Ung asked if there were any other items committee or public wanted to place on future agenda. Staff recommended to review Grant policy. Specifically, how County manages grant monies. Jennings recommended to review use of County owned vehicles. Specifically, who is authorized to drive vehicles and liability coverage. Gilliland commented County insurance provider, Nationwide, has a list of vehicles, but not who authorized. Ung questioned if there was a procedure on who drives what vehicles. Gill pointed out there is a procedure that requires Department Managers to provide driver's license for all employees who drive County vehicles to Human Resources. Gilliland stated he was not aware of that procedure and will check into it, however currently there are no issues. Gilliland recommended discussion of a risk management policy requiring Leaders of different Departments not to travel together. Gilliland provided example of a CEO and Vice-President of companies both meeting demise and company was left vulnerable. Gill recalled topic was discussed in past and found unnecessary.

Meeting adjourned at 11:20 AM