



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(MAY 17, 2016) (WEEK 20 OF 2016)

Agenda and Minutes also available at
www.woodburycountyiowa.gov

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

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held May 17, 2016 at 4:30 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

- 4:00 p.m. 1. General Relief appeal hearing for D. H. {Iowa Code Section 21.5 (1) (a)}
First Floor Board of Supervisors Meeting Room
- 4:30 p.m. 2. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence
- 3. Citizen Concerns Information
- 4. Approval of the agenda May 17, 2016 Action
- 5. Approval of the minutes of the May 10, 2016 meeting Action
- 6. Discussion and approval of claims Action
- 7. Board of Supervisors – Jeremy Taylor
Good News Report: Support of the Guard and Reserve Information
- 8. Planning/Zoning – John Pylelo
 - a. Receive rezoning petition with referral to Zoning Commission for public Hearing and recommendation regarding Affordable Self-Storage, LLC Action
 - b. Receive Zoning Commission recommendation per Iowa Code Section 403.5 Regarding 2016 Amendment to Liberty Park Urban Renewal Action

- 4:45 p.m. 9. Board Administration – Dennis Butler
(Set time)
- a. Public hearing on a proposed urban renewal plan amendment
 - b. Approval of resolution of 2016 Urban Renewal Plan Amendment for the Liberty Park Urban Renewal Area and changing the name of the area to Grow Woodbury County Urban Renewal Area Action
 - c. Approval of ordinance providing for the division of taxes levied on taxable property in the 2016 amendment to the Grow Woodbury County Urban Renewal Area Action
- 4:45 p.m. 10. Not to exceed \$2,015,000 General Obligation Capital Loan Notes
(Set time)
- a. Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder Action
 - b. Approval of resolution instituting proceedings to take additional action Action
 - c. Approval of Engagement Agreement with Ahlers and Cooney Action
11. Human Resources – Ed Gilliland
- a. Approval of Memorandum of Personnel Transactions Action
 - b. Approval of request to de-authorize positions Action
 - c. Authorize Chairman to sign Authorization to Initiate Hiring Process Action
 - d. Reclassification of Sheriff Department Clerks, Discussion and action Action
12. County Sheriff – Dave Drew
- a. Proposed language for a new ordinance relating to animal control Information
 - b. Grant application for the 2016/17 U.S. Department of Justice Cops hiring program Information
13. Iowa Drainage District Association – John Torbert Information
Presentation of Annual Report
14. Secondary Roads – Mark Nahra
- a. Consideration of permit to work in the highway right of way Action
 - b. Consideration of approval of contract and bond for project number FEMA 11-73-97 Action
 - c. Consideration of approval of contract and bond for projects HC 11-9 and HC 11-10 Action
 - d. Consideration of approval of contract and bond for PCC Paving Project RC-CO97(130)-9A-97 Action
 - e. Consideration of approval of plans for project L-B(L212)—73-97 Action
 - f. Consideration of consultant services contract for an interchange justification report Action

**Recess Board of Supervisors Meeting
Convene for County Drainage District Trustees Meeting**

15. a. Approval of May 10, 2016 minutes Action
b. Request for repair work Action

**Adjourn County Drainage District Trustees Meeting
Continue Board of Supervisors Meeting**

16. Board Administration – Karen James
- a. Approval of lifting tax suspension for C. G. Action
 - b. Approval of appointment of Mark Monson to the Community Action Agency of Siouxland Board of Directors Action
 - c. Approval of two resolutions thanking and commending years of service Action
 - d. Discussion on “Bank Qualified” Bonds – Dennis Butler Information

- | | |
|---|-------------|
| 17. Auditor's Office – Jean Jessen | |
| a. Discuss and approve the 2015 Business Property Tax Credits payable 2016/2017 allowed by the City Assessor | Action |
| b. Discuss and approve the 2015 Business Property Tax Credits payable 2016/2017 disallowed by the City Assessor | Action |
| c. Discuss and approve the 2015 Business Property Tax Credits payable 2016/2017 allowed by the County Assessor | Action |
| 18. Building Services – Kenny Schmitz | |
| a. Courtroom #203 emergency repair – 60' high lift rental | Action |
| b. Woodbury County Courthouse Courtroom #203 emergency repair | Action |
| c. Emergency project Courtroom repair – Interior/exterior surface analysis | Action |
| d. Woodbury County HVAC control head system | Action |
| e. Woodbury County HVAC front-end control | Action |
| f. Law Enforcement Center expansion update | Action |
| 19. Board of Supervisors – Mark Monson | |
| County Ownership of Anthon Courthouse – Discussion | Information |
| 20. Chairman's Report | Information |
| a. Quarterly Labor-Management meeting | |
| b. Rural Economic Development Committee minutes | |
| c. Ag Expo Center | |
| d. Board Administration mission statements | |
| e. May 24 th County Government Day | |
| 21. Reports on Committee Meetings | Information |
| 22. Citizen Concerns | Information |
| 23. Board Concerns and Comments | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

MONDAY, MAY 16	8:00 a.m.	Department Head Meeting, Large Conference Room, LEC
	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech
WEDNESDAY, MAY 18	10:00 a.m.	Senior Center Board of Directors Meeting, 313 Cook Street
	12:00 noon	Siouxland Economic Development Corporation Meeting, 617 Pierce St.,
THURSDAY, MAY 19	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
MONDAY, MAY 23	6:00 p.m.	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Merville
TUESDAY, MAY 24	2:30 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
	2:00 p.m.	Decat Board Meeting, Western Hills AEA, Room F
WEDNESDAY, JUNE 1	12:00 noon	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, JUNE 2	5:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
MONDAY, JUNE 6	6:00 p.m.	Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, JUNE 7	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, JUNE 8	8:05 a.m.	Woodbury County Information Communication Commission Board of Supervisors' Chambers
THURSDAY, JUNE 9	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
	7:00 p.m.	Siouxland Mental Health Center, Board Meeting, 625 Court Street
WEDNESDAY, JUNE 15	10:00 a.m.	Senior Center Board of Directors Meeting, 313 Cook Street
	12:00 noon	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
THURSDAY, JUNE 16	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
MONDAY, JUNE 20	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech

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.

MAY 10, 2016 —EIGHTEENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, May 10, 2016 at 4:30 p.m. Board members present were Monson, Ung, Smith, and Clausen; Taylor was absent. Staff members present were Dennis Butler, Budget Tax Analyst, Karen James, Board Administrative Coordinator, Ed Gilliland, Human Resources Director and Patrick Gill, Auditor/Clerk to the Board.

1. The meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.
2. There were no citizen concerns.
3. Motion by Ung second by Monson to approve the Agenda for May 10, 2016. Carried 4-0. Copy filed.
4. Motion by Clausen second by Ung to approve the minutes of the May 3, 2016 Board meeting. Carried 4-0. Copy filed.
5. Motion by Monson second by Ung to approve the claims totaling \$284,142.34. Carried 4-0. Copy filed.
9. Motion by Clausen second by Monson to approve the County Government Day food budget as presented and funded with gaming funds. Carried 4-0. Copy filed.

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

The Supervisors meeting was called back to order.

- 7a. Motion by Monson second by Ung to approve the final payment voucher for Bridge Project #DRS-0867(601)—60-97. Carried 4-0. Copy filed.
- 7b. Motion by Clausen second by Smith to award the bid for Bridge Project FEMA 35, 36, 37, 39, 40-73-97 to L.A. Carlson Construction for \$89,685.00. Carried 4-0. Copy filed.
- 7c. Motion by Monson second by Ung to award the bid for Bridge Project #ER-CO97(125)—58-97 to K & L Construction for \$199,613.00. Carried 4-0. Copy filed.
- 7d. Motion by Smith second by Clausen to award the bid for Bridge Project STP-S-CO97(127)—5E-97 to Sioux City Engineering for \$979,679.88. Carried 4-0. Copy filed.
- 7e. Motion by Monson second by Ung to award the bid for Bridge Project #BROS-CO97(128)—60-96 to Godbersen-Smith Construction for \$693,386.45. Carried 4-0. Copy filed.
- 7f. Motion by Smith second by Monson to award the bid for Bridge Project #L-B(X14)—73-97 to Graves Construction for \$490,806.48. Carried 4-0. Copy filed.
- 7g. Motion by Monson second by Clausen to approve the contract for PCC Paving Project RC-CO97(130)—9A-97 with Godbersen-Smith Construction for \$1,443,548.72. Carried 4-0. Copy filed.
- 7h. Motion by Monson second by Ung to award the quote for all wheel drive John Deere 772G motor grader to Murphy Tractor for \$257,600.00. Carried 4-0. Copy filed.
- 7i. Motion by Monson second by Ung to approve the contract amendment for production of gravel for FY2016 with Hallett Materials . Carried 4-0. Copy filed.
- 8a. Motion by Monson second by Smith to approve the separation of Levi Harry, Civilian Jailer, County Sheriff Dept., effective 5-02-16. Resignation.; the separation of Nickolas Rogers, Civilian Jailer, County Sheriff Dept., effective 5-12-16. Resignation.; the appointment of Karla Fergen, Clerk II, Human Resources Dept., effective 5-17-16, \$15.26/hour. Job Vacancy Posted 2-24-16. Entry Level Salary: \$15.26/hour., the reclassification of Jacklyn Fox, Asst. County Attorney, County Attorney Dept., effective 5-23-16, \$65,428/year, 4.5%=\$2,865/yr. Per AFSCME Asst. County Attorney Contract agreement, from Step 4 to Step 5.; the reclassification of Todd Clark, Civilian Jailer,

County Sheriff Dept., effective 5-30-16, \$18.19/hour, 4%=\$.71/hr. Per CWA Civilian Officers Contract agreement, from Class 3 to Class 2., and the separation of Rose Griffith, Admin. Assistant, County Sheriff Dept., effective 6-30-16. Retirement. Carried 4-0. Copy filed.

- 8b. Motion by Smith second by Monson to authorize the Chairperson to sign the Authorization to initiate the hiring process for a (2) Civilian Jailers, County Sheriff Dept., CWA: \$17.48/hour. Carried 4-0. Copy filed.
- 8c. Motion by Clausen second by Ung to approve the request of Mark Peterson to remain on County Health and Dental Insurance Plans. Carried 4-0. Copy filed.
- 8d. Information was presented on the procedure to notify county employees of personnel policy changes. Copy filed.
- 10. Motion by Clausen second by Monson to approve and authorize the Chairperson to sign a Resolution for suspension of taxes for David Boeing, 3204 Garretson Ave, parcel #884706112002. Carried 4-0.

**WOODBURY COUNTY, IOWA
RESOLUTION #12,372
RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES**

WHEREAS, David Boeing, is the titleholder of property located at 3204 Garretson Ave., Sioux City, IA, Woodbury County, Iowa, and legally described as follows:

Parcel #884706112002

Lots Seven – Eight (7-8) Block Thirteen (13) Henrietta Place Addition, City of Sioux City, Woodbury County, Iowa

WHEREAS, David Boeing, is the titleholder of the aforementioned properties have petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2009 Iowa Code section 427.9, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby grants the request for a suspension of taxes, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this property.

SO RESOLVED this 10th day of May, 2016.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 11a. Motion by Clausen second by Smith to approve the purchase of two Physio Control Lifepak 15 Cardiac Monitor/Defibrillators for \$51,064.80. Carried 4-0. Copy filed.
- 11b. Motion by Clausen second by Smith to approve the purchase of a 4X4 medium duty truck from Jensen Le Mars Chrysler Dodge Jeep for \$44,398.00. Carried 4-0. Copy filed.
- 12. Motion by Monson second by Ung to approve and authorize the Chairperson to sign a Resolution to authorize and implement security awareness training for Woodbury County employees using the WCICC-IT network. Carried 4-0.

**RESOLUTION #12,373
A RESOLUTION TO AUTHORIZE AND IMPLEMENT SECURITY AWARENESS TRAINING FOR WOODBURY COUNTY EMPLOYEES USING THE WCICC-IT NETWORK**

WHEREAS, cyber-attacks and ransom-ware threats can lead to a compromised workstation or spread malware through the County's internal network which could potentially cripple or shutdown our entire network and

WHEREAS, WCICC-IT is responsible for the network which serves the County and desires to educate its users on tools and methods used in Cyber threats and test them for social engineering vulnerabilities related to cyber-attacks and

WHEREAS, WCICC-IT desires to employ additional training and restrictions for repeatedly failing simulated cyber-attacks,

BE IT THEREFORE RESOLVED by the Board of Supervisors, Woodbury County, Iowa, hereby declare that users will only be granted to appropriate network resources based on need and successful training and

BE IT FURTHER RESOLVED that the Woodbury County Supervisors declare that all new county employees needing access to the County's network must complete basic computer security awareness training administered by WCICC-IT before they are granted network access and

BE IT FURTHER RESOLVED that the Woodbury County Supervisors declare that all currently employed county employees are to complete basic computer security awareness training administered by WCICC-IT within a timeframe agreed to by WCICC-IT and the Woodbury County Human Resources Department and

BE IT FURTHER RESOLVED that the Woodbury County Supervisors declare that WCICC-IT is authorized to measure employee's security awareness through the use such tools as phishing campaigns and

BE IT FURTHER RESOLVED that the Woodbury County Supervisors declare that WCICC-IT is authorized to require additional training and restrict access to network resources for county employees that repeatedly expose the county network to cyber-attacks.

SO RESOLVED this 10th day of May, 2016
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

13. Motion by Monson second by Smith to approve glass globe expenditures & contract with Bogenrief Studios of Sutherland. Carried 4-0. Copy filed.
14. Information on Woodbury County proclamation recognizing National Law Enforcement Memorial Week. Copy filed.
15. Motion by Monson second by Smith to authorize the Building Services Director Schmitz to apply and nominate the "Woodbury County LED Lighting Project" program for the ISAC Excellence in Action Award on behalf of Woodbury County. Carried 4-0. Copy filed.
16. The Vice Chairperson reported on day to day activities.
17. The Board members reported on their committee meetings.
18. There were no citizen concerns.
19. Board members offered concerns and comments.

The Board adjourned the regular meeting until May 17, 2016.

Meeting sign in sheet. Copy filed.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

#7

Date: May 10, 2016

Weekly Agenda Date: May 17, 2016

DEPARTMENT HEAD / CITIZEN: <u>Supervisor Jeremy Taylor</u>		
SUBJECT: Good News Report		
ACTION REQUIRED:		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input checked="" type="checkbox"/>	Attachments <input type="checkbox"/>

WORDING FOR AGENDA ITEM: Good News Report: Support of the Guard and Reserve

EXECUTIVE SUMMARY: This is a reminder of Woodbury County's noble commitment to the Guard and Reserve the last 11 years, which continues today.

BACKGROUND: In 2005, then Chairman George Boykin signed a Statement for the Guard and Reserve recognizing that "the National Guard and Reserve are essential to the strength of our nation and the well-being of our communities" and then outlying four commitments of Woodbury County. On April 26, we received an ESGR Award for our Secondary Roads department because of Pete McDermott.

While the City of Sioux City was recently congratulated for being a Home Base Iowa Community, Woodbury County continues to honor the ESGR (Employer Support of the Guard and Reserve) with this statement and the four underlying commitments (please see attached). I also wanted to share an under-very brief presentation on how your support helped me in training recently.

FINANCIAL IMPACT: None

RECOMMENDATION: Information only.

ACTION REQUIRED: None.

Recent Training Opportunity Appreciation

I also wanted to share briefly an appreciation for fellow supervisors while attending Combat Medical Ministry. Thank you to Acting Chairman Matthew Ung for taking over for two weeks. This training allowed me to work in the trauma unit of one of the world's best trauma centers, Brooke Army Medical Center (BAMC) as a chaplain to "nurture the living, comfort the wounded, and honor the dead." Some highlights of the training were medical ethics studies, reaffirmation of the Geneva Convention for medical and non-combatant personnel, learning deeper issues of Soldiers with moral injury, PTSD, and grief/loss. In addition to practical field exercises and work as a unit ministry team, we visited the morgue, Combat Support Field Hospital, Warrior and Family Support Center, and the Center for the Intrepid where amputees do the hard things to get back to life or even active duty.

The men and women who sacrifice for our country are incredible and support of communities is vital. In Military City, USA (Bexar County's San Antonio has one of the highest percentage population of active duty and veterans), I witnessed a place for Wounded Warriors where the waiting list for volunteers numbers over 200! There, Gary Sinise's Lieutenant Dan Band plays, and restaurants are signed up weeks and weeks out to come and give back to these heroes. It is great to know from Sioux City (Guard/Reserve) to San Antonio (Active Component), we are supportive as a country.

Our nation has been at war for nearly 15 years. The Warrior and Family Support Center allows families to help heal alongside their loved one whether by cooking, gardening, golfing, and being "at home." Instead of government cubicles, the center is decked out with Hill Texas Furniture, Star Wars cutouts, a designer kitchen, a gaming room; it truly speaks the words "care," "home," and "personal attention" through everything that they do in support of these heroes and their families.

Warrior and Family Support Center

Through generous donations and the Returning Heroes Home Project, on 1 Dec 2008, the Warrior and Family Support Center moved from the 1,200 square foot room in the Powless Guest House to a 12,500 square foot building. The Returning Heroes Home Project designed the new Warrior and Family Support Center with a "living room" environment, to provide all the comforts of home while the Wounded Warriors and their Families are so far away from their home. This dedicated building includes a large social gathering area, kitchen facilities, a dining room, a learning facility for computerized training, a private counseling room, a business center with high speed internet access, a game room, and large open front and back porch areas. It was designed with Wounded Warriors' requirements in mind - fully wheelchair-accessible, with an atmosphere that encourages healing. It retains the same "closeness" that was found in the previous center that allowed Wounded Warriors and their Families to be in close contact with each other. In this setting, Wounded Warriors and Families are able to comfort and support each other by drawing upon their shared experiences for strength and understanding. The WFSC schedules over 100 activities each month. The Wounded Warriors and their Family Members have the opportunity to attend sporting events, movies, plays at the Majestic Theatre, concerts, the San Antonio Stock Show & Rodeo, Fiesta, shopping trips, luncheons and dinners, Bingo, fishing trips, and much more. All events and trips are free of charge.

The Center for the Intrepid

The attached film is a 2 minute clip.



STATEMENT OF SUPPORT FOR THE GUARD AND RESERVE



COUNTY OF WOODBURY

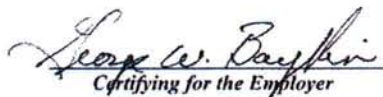
We recognize the National Guard and Reserve as essential to the strength of our nation and the well-being of our communities.

In the highest American tradition, the patriotic men and women of the Guard and Reserve serve voluntarily in an honorable and vital profession. They train to respond to their community and their country in time of need. They deserve the support of every segment of our society.

If these volunteer forces are to continue to serve our nation, increased public understanding is required of the essential role of the Guard and Reserve in preserving our national security. Their members must have the cooperation of all American employers in encouraging employee participation in Guard and Reserve.

Therefore, we join other employers in pledging that:

1. Employment will not be denied because of service in the Guard or Reserve;
2. Employee job and career opportunities will not be limited or reduced because of service in the Guard or Reserve;
3. Employees will be granted leaves of absence for military service in the Guard or Reserve, consistent with existing laws, without sacrifice of vacation; and
4. This agreement and its resultant policies will be made known throughout our organization.


Certifying for the Employer

George W. Boykin
Print Name

May 17, 2005

Date


Chairman
National Committee for Employer
Support of the Guard and Reserve


Secretary of Defense



#8a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: May 11, 2016

Weekly Agenda Date: Tuesday May 17, 2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: John Pylelo, Director
Office of Planning and Zoning

WORDING FOR AGENDA ITEM: Receive Rezoning Petition with Referral to
Zoning Commission for Public Hearing and Recommendation Re: Affordable Self
Storage, LLC; GIS Parcel #884728400005.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The petitioner and property owner is Affordable Self Storage, LLC (Mr. Kelly Pry). The location is a 3.0 acre parcel in the SE ¼ of the SE ¼ of Section 28, T88N, R47W of the 5th P.M. (Woodbury Township). The parcel is located on the north side of 210th Street; is addressed 1489 210th St and known as GIS Parcel # 884728400005.

The parcel is currently zoned AP (Agricultural Preservation) and the petitioner has applied to have the parcel rezoned to AE (Agricultural Estates). The proposed use is for construction of one single family dwelling on the parcel to be occupied by a family

member. The rezoning is requested to allow for a level of residential density of more than two residences per quarter-quarter

BACKGROUND: Mapping is attached.

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: Accept the petition. Forward to the Zoning Commission for Public Hearing and their Recommendation

ACTION REQUIRED / PROPOSED MOTION: A motion to receive Rezoning Petition with referral to Zoning Commission for public hearing and recommendation.

Approved by Board of Supervisors April 5, 2016.



Rezoning Application & Zoning Ordinance Map Amendment

Owner Information:	Applicant Information:
Owner <u>KELLY PRY (AFFORDABLE SELF STORAGE LLC)</u>	Applicant <u>SAME</u>
Address <u>806 GLENWOOD COURT</u> <u>SERGEANT BLUFF, IA</u>	Address _____
Phone <u>251-2458</u>	Phone _____

Engineer/Surveyor CRAIG BEEDLE, L.S. Phone 943-5055

Property Information:

Property Address or Address Range 1489 210TH ST. Woodbury

Quarter/Quarter SE SE Sec 28 Twshp/Range 88-47 Woodbury

Parcel ID # 884728400005 GIS # 884728400005 Total Acres 3.00

Current Use STORAGE BUILDING Proposed Use SINGLE FAMILY RESIDENCE

Current Zoning AP Proposed Zoning AE

Average Crop Suitability Rating (submit NRCS Statement) 50.6

The filing of this application is required to be accompanied with all items and information required pursuant to section 2.02(4)(C)(2) through (C)(4) of Woodbury County's zoning ordinances (see attached pages of this application for a list of those items and information).

A formal pre-application meeting is recommended prior to submitting this application.

Pre-app mtg. date APRIL 21ST Staff present JOHN PYLELO

The undersigned is/are the owners(s) of the described property on this application, located in the unincorporated area of Woodbury County, Iowa, assuring that the information provided herein is true and correct. I hereby give my consent for the Woodbury County Planning and Zoning Office and zoning commission members to conduct a site visit and photograph the subject property.

This Rezoning Application / Zoning Ordinance Map Amendment is subject to and shall be required, as a condition of final approval, to comply with all applicable Woodbury County ordinances, policies, requirements and standards that are in effect at the time of final approval.

Owner Kelly Pry Applicant Kelly Pry

Date 4-29-16 Date 4-29-16

Fee: **\$400** Case #: _____

Check #: 8735

Receipt #: 586643



Beacon™ Woodbury County, IA / Sioux City



Overview

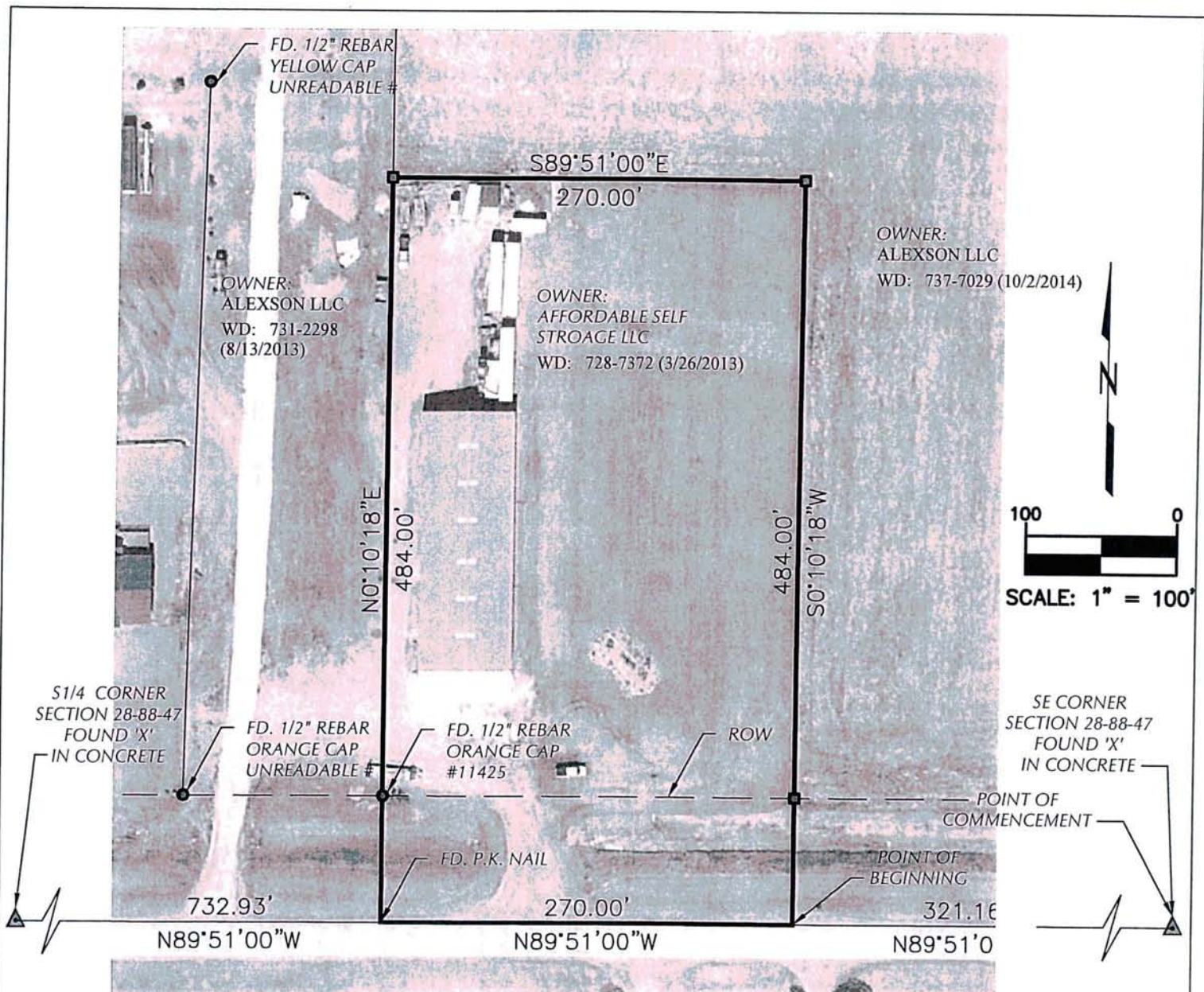


Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Sections
- Residential Sales**
- 2013
- 2014
- 2015
- ▭ Parcels
- County Zoning**
- AE
- AE-PD
- AP
- AP-PD
- GC
- GC-PD
- GI
- GI-PD
- HC
- HC-PD
- LI-PD
- LI
- NR-PD
- SR
- SR-PD
- WR

Date created: 4/25/2016

Developed by
 The Schneider Corporation



OWNER:
ALEXSON LLC
WD: 737-7029 (10/2/2014)

OWNER:
ALEXSON LLC
WD: 731-2298
(8/13/2013)

OWNER:
AFFORDABLE SELF
STORAGE LLC
WD: 728-7372 (3/26/2013)



5/14 CORNER
SECTION 28-88-47
FOUND 'X'
IN CONCRETE

FD. 1/2" REBAR
ORANGE CAP
UNREADABLE #

FD. 1/2" REBAR
ORANGE CAP
#11425

ROW

SE CORNER
SECTION 28-88-47
FOUND 'X'
IN CONCRETE

POINT OF
COMMENCEMENT

POINT OF
BEGINNING

732.93'
N89°51'00"W

270.00'
N89°51'00"W

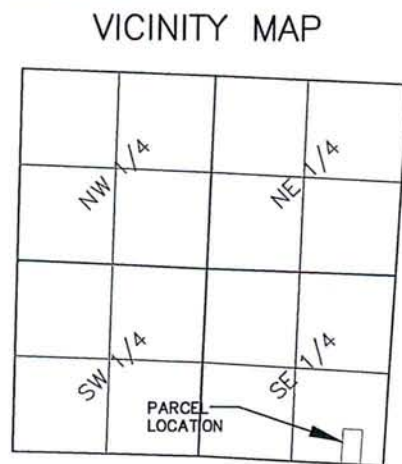
321.16
N89°51'00"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SE 1/4, SE 1/4 SECTION 28 T-88-N, R-47-W OF THE 5TH PRINCIPAL MERIDIAN, WOODBURY COUNTY, IOWA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SECTION 28 THENCE N89°51'00"W (AN ASSUMED BEARING) ALONG THE SOUTH LINE OF SE 1/4 321.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°51'00"W 270.00 FEET; THENCE N0°10'18"E 484.00 FEET; THENCE S89°51'00"E 270.00 FEET; THENCE S0°10'18"W 484.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL SUBJECT TO ALL EASEMENTS OF RECORD.
SAID DESCRIPTION CONTAINS 3.00 ACRES MORE OR LESS.



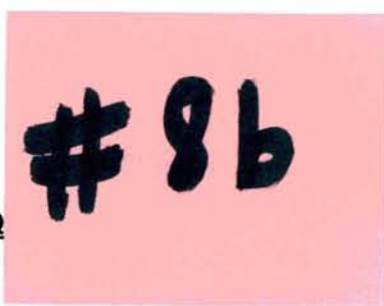
SECTION 28-88-47

LEGEND

- ▲ SECTION CORNER FOUND (AS NOTED)
- △ SECTION CORNER SET (5/8" IRON PIN W/ YELLOW CAP #17913)
- FOUND MONUMENT (5/8" IRON PIN OR AS NOTED)

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.





WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: May 11, 2016

Weekly Agenda Date: Tuesday May 17, 2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: John Pylelo, Director
Office of Planning and Zoning

WORDING FOR AGENDA ITEM: Receive Zoning Commission Recommendation per Iowa Code Section 403.5 Re: 2016 Amendment to Liberty Park Urban Renewal Plan.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Iowa Code Section 403.5 requires a county's zoning commission review the proposed adoption or amendment of any urban renewal plan determining if the plan area is consistent and conforms to the County's Development Plan. Any change in the area to which the plan pertains to is considered an amendment. The Commission is then required to make written comment to its Board of Supervisors of its findings. The purpose of this agenda item is to provide the code required written comment to your Board.

BACKGROUND: See Attached April 25, 2016 letter from the Chairman of the Woodbury County Zoning Commission

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:

At its meeting on April 25, 2016 the Woodbury County Zoning Commission reviewed the 2016 Amendments to the Liberty Park Urban Renewal Plan. The Commission then voted in the affirmative finding the 2016 Plan Amendment conforms to, or is consistent with, the County's 2005 General Development Plan. The Commission Chairman's attached April 25, 2016 letter provides historical perspective, specifics of the plan amendment, details of Commission deliberations and recommendation outcome.

ACTION REQUIRED / PROPOSED MOTION: Motion to Receive Zoning Commission Recommendation per Iowa Code Section 403.5 Re: 2016 Amendment to Liberty Park Urban Renewal Plan.



OFFICE OF
Woodbury County Planning & Zoning Director

620 DOUGLAS ST., 6TH FLOOR - SIOUX CITY, IA 51101

John Pylelo - Planning & Zoning Director • jpylelo@sioux-city.org

Peggy Napier - Clerk II • pnapier@sioux-city.org

Telephone (712) 279-6557

Fax (712) 279-6530

April 25, 2016

Jeremy Taylor, Chairman
Woodbury County Board of Supervisors
Woodbury County Courthouse
620 Douglas St
Sioux City, IA 51101

Re: ICS 403.5 Re: 2016 Amendment to the
Liberty Park Urban Renewal Plan

Dear Chairman Taylor:

Iowa Code Section 403.5 requires a county's zoning commission review the proposed adoption or amendment of any urban renewal plan determining if the plan area is consistent and conforms to the County's Development Plan. Any change in the area to which the plan pertains to is considered an amendment.

The Commission is then required to make written comment to its Board of Supervisors of its findings. The purpose of this letter is to provide the code required written comment to your Board.

Woodbury County previously entered into a development agreement for roadway and right-of way improvements within portions of Section 19 of Liberty Township. A component of that development agreement included the county provide certain improvements or benefits to the area which the County will recoup through tax increment financing (TIF). As part of the TIF mechanism it was determined on original urban renewal plan area of 458.16 acres be approved. Said Board approval occurred in February of 2013.

Woodbury County subsequently determined the urban renewal plan area should be increased by 520.1 acres and did so by a via a late 2013 Plan Amendment.

Woodbury County has now determined a 2016 Plan Amendment is best suited toward meeting the County's planning and development goals within or near the Port Neal Industrial Complex. Mapping is attached representing the geographic area within the original plan, within the 2013 Plan amendment and now by the 2016 proposed Plan Amendment.

Earlier this April Dennis Butler provided the Planning and Zoning Office with the 2016 amendment document and mapping requesting the Zoning Commission review and provide written comment as required under Iowa Code Section 403.5.

On April 25, 2016 the Commission has met and has found each of the following 2005 Development Plan goals are applicable.

Land Use Goal – In order to minimize conflict with agriculture, which is the principal land use in Woodbury County, guide future growth and development of non-agricultural uses to a compact pattern by efficient and economical expansion of public infrastructure.

Economic Development Goal – In cooperation with other communities, Woodbury County should support growth and stabilization of existing and new, diverse enterprises that effectively leverage public investments to create jobs, payrolls and tax base that contribute to a healthy, stable local economy.

Agricultural Goal – Recognize agriculture as a principal economic sector in Woodbury County and the primary economic sector in the rural portion of the county lying outside Sioux City based on the natural resource of fertile, tillable soil to be found in Woodbury County.

Commercial and Industrial Business Goal – Woodbury County shall build upon the strength of agriculture as the most important business in its rural area and shall encourage compatible commercial and industrial business development to develop a diverse, strong economic future in the rural portion of the county.

Transportation Goal – Woodbury County shall develop and support an efficient transportation system to serve current and future circulation and access needs. Specifically to:

Encourage frontage roads for safe access and to maintain traffic carrying capacity of the roads for development along major roads and highways; and

To continue working with the Iowa Department of Transportation via the County Engineer and public input to upgrade highways in and through the County by either resurfacing or widening of existing state or County Highways.

At its meeting on April 25, 2016 the Woodbury County Zoning Commission reviewed the 2016 Amendments to the Liberty Park Urban Renewal Plan. The Commission then voted in the affirmative finding the 2016 Plan Amendment conforms to, or is consistent with, the County's 2005 General Development Plan.

Sincerely,



David McWilliams, Chairman
Woodbury County Zoning Commission

copy: Dennis Butler, Board Office
Joshua Widman, Asst. County Attorney
Mark Nahra, County Engineer
David Gleisner, Economic Development

#9

May 11, 2016

Dennis Butler
Woodbury County Courthouse
620 Douglas
Sioux City, Iowa 51101

Re: 2016 Amendment to Grow Woodbury County Urban Renewal Area
Our File No. 424093-15

Dear Dennis:

Enclosed are proceedings for use by your Board on May 17, 2016, to hold a public hearing and adopt a resolution to approve the 2016 Amendment to the urban renewal plan for the Grow Woodbury County Urban Renewal Area and to adopt an ordinance designating the additional taxable property being added to the Urban Renewal Area as a tax increment district.

A copy of the 2016 Amendment is included in the Resolution.

These materials provide for the Board to take final action on the ordinance at this meeting by waiving the statutory rule that an ordinance be considered at two meetings prior to the meeting at which it is finally adopted. Please contact me if the Board does not choose to follow this procedure. A copy of the ordinance must be filed in the County Auditor's office, the ordinance or a summary of the ordinance must be published.

Please let me know if the County Auditor would like me to prepare a summary of the ordinance for publication.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact me if you have any questions.

Sincerely,

Robert E. Josten

APPROVE 2016 AMENDMENT TO
URBAN RENEWAL PLAN GROW
WOODBURY COUNTY URBAN
RENEWAL AREA

424093-15

Sioux City, Iowa

May 17, 2016

The Board of Supervisors of Woodbury County, Iowa, met on May 17, 2016, at 4:45 o'clock, p.m., at the Woodbury County Courthouse, for the purpose of conducting a public hearing on a proposed urban renewal plan amendment. The Chairperson presided and the roll being called the following members of the Board were present and absent:

Present: _____

Absent: _____

The Board investigated and found that notice of the intention of the Board to conduct a public hearing on the 2016 Amendment to the urban renewal plan for the Liberty Park Urban Renewal Area had been published according to law and as directed by the Board and that this is the time and place at which the Board shall receive oral or written comments from any resident or property owner of the County. All written statements and evidence heretofore filed were reported to the Board.

The following named persons presented statements, or evidence as summarized below; filed written statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further comments or evidence offered, the Chairperson announced the hearing closed.

Supervisor _____ moved the adoption of a resolution entitled “A Resolution to Approve 2016 Urban Renewal Plan Amendment for the Liberty Park Urban Renewal Area and Changing the Name of the Area to Grow Woodbury County Urban Renewal Area”, seconded by Supervisor _____. After due consideration, the Chairperson put the question on the motion and the roll being called, the following named Supervisors voted:

Ayes: _____

Nays: _____.

Whereupon, the Chairperson declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. _____

A resolution to approve 2016 Urban Renewal Plan Amendment for the Liberty Park Urban Renewal Area and Changing the Name of the Area to Grow Woodbury County Urban Renewal Area

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

WHEREAS, Chapter 403 of the Code of Iowa requires that, before a county approves any new urban renewal project, or adds property to an urban renewal area, a county must amend the existing urban renewal plan to include that new project or new property; and

WHEREAS, an amendment to the urban renewal plan for the Urban Renewal Area (the "2016 Amendment") has been prepared, which (1) proposes to change the name of the Urban Renewal Area to "Grow Woodbury County Urban Renewal Area," (2) describes certain property to be added to the Urban Renewal Area including 143 acres in the City of Sergeant Bluff and 184 acres located between the Missouri River and Port Neal Circle, and (3) sets out the expenditure of incremental property tax revenues pursuant to an agreement between the County and the City of Sergeant Bluff in which the County will provide financing to the City for the construction of the City's Dogwood Trail street improvement project and the County will be reimbursed from incremental property tax revenues that will be generated from property within the City that is being added to the Urban Renewal Area by the 2016 Amendment; and

WHEREAS, notice of a public hearing by the Board on the proposed 2016 Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Board has conducted said hearing; and

WHEREAS, copies of the 2016 Amendment, notice of public hearing and notice of a consultation meeting with respect to the 2016 Amendment were sent to each School District affected by the 2016 Amendment; the consultation meeting was held and no additional comments were submitted; and

WHEREAS, the Woodbury County Zoning Commission has reviewed the 2016 Amendment and has reported that it conforms to, or is consistent with, the County's 2005 General Development Plan;

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

Section 1. It is hereby determined by this Board as follows:

- A. The 2016 Amendment conforms to the general plan of the County;
- B. County participation in the City of Sergeant Bluff Dogwood Trail street improvement project described in the 2016 Amendment is necessary and appropriate to

facilitate the proper growth and development of the County in accordance with sound planning standards and local community objectives.

Section 2. The 2016 Amendment, in the form attached to this Resolution and made a part hereof, is hereby in all respects approved.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved May 17, 2016.

Chairperson

Attest:

County Auditor

LIBERTY PARK URBAN RENEWAL AREA
(GROW WOODBURY COUNTY URBAN RENEWAL AREA)

2016 AMENDMENT
URBAN RENEWAL PLAN

May, 2016

The Urban Renewal Plan for the Woodbury County Liberty Park Urban Renewal Area (the "Urban Renewal Area") is hereby amended in accordance with the provisions of Section 403.5 of the Code of Iowa to give information about a new urban renewal project that is proposed to be undertaken in the Urban Renewal Area, to add new property to the Urban Renewal Area and to change the name of the Urban Renewal Area to the "Grow Woodbury County Urban Renewal Area."

The name of the Urban Renewal Area is hereby changed to: "Grow Woodbury County Urban Renewal Area."

The property to be added to the Urban Renewal Area shown on Exhibit A, approximately 143 acres, is located within the City of Sergeant Bluff, and is being added at the request of the City as part of the new project described below.

The property to be added to the Urban Renewal Area shown on Exhibit B, approximately 184 acres, is in rural Woodbury County, and is industrial property located between the Missouri River and Port Neal Circle.

The new project involves an agreement between the County and the City of Sergeant Bluff, pursuant to which the County will provide financing to the City for the construction of the City's Dogwood Trail street improvement project, and the County will be reimbursed from incremental property tax revenues that will be generated from development of property that is part of the improvement project.

The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Outstanding general obligation debt of the County	\$4,047,395
Constitutional debt limit of the County:	\$346,700,000
Proposed new debt to be incurred in Urban Renewal Area; as a result of this amendment	\$2,738,987

EXHIBIT A – PROPERTY LOCATED IN SERGEANT BLUFF

Certain property situated in the City of Sergeant Bluff, Woodbury County, State of Iowa legally described as follows:

A PARCEL OF LAND LOCATED IN THE E1/2 OF SECTION 6 AND THE NW1/4 OF SECTION 5 IN T87N, R47W AND THE SW1/4 OF SECTION 32 IN T88N, R47W OF THE 5TH PRINCIPAL MERIDIAN, CITY OF SERGEANT BLUFF, WOODBURY COUNTY, IOWA. SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT THE CENTER OF SECTION 5 THENCE N02°32'09"E (AN ASSUMED BEARING) ALONG THE EAST LINE OF THE NW1/4 SECTION 5 577.84 FEET TO THE EASTERLY ROW LINE OF SOUTH LEWIS BLVD.; THENCE N27°12'23"W ALONG SAID EASTERLY ROW LINE 2065.63 FEET; THENCE S49°42'03"W 480.78 FEET; THENCE S03°50'09"W 176.55 FEET TO THE NORTH LINE OF THE NW1/4 SECTION 5; THENCE N88°48'37"W 1254.34 FEET TO THE NORTHEAST CORNER OF SECTION 6; THENCE N89°02'15"W 1352.41 FEET TO THE WESTERLY ROW LINE OF PORT NEAL ROAD; THENCE S03°44'55"W ALONG SAID WESTERLY ROW LINE 1117.79 FEET; THENCE S83°52'47"E 128.41 FEET TO THE EASTERLY ROW LINE OF DOGWOOD TRAIL; THENCE N23°45'19"E ALONG SAID EASTERLY ROW LINE 129.86 FEET; THENCE CONTINUING N20°13'29"E ALONG SAID ROW LINE 102.46 FEET; THENCE N20°24'05"E ALONG SAID ROW LINE 52.82 FEET; THENCE N31°36'28"E ALONG SAID ROW LINE 45.98 FEET; THENCE N35°14'22"E ALONG SAID ROW LINE 46.09 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEASTERLY WITH AN ARC LENGTH OF 510.40 FEET, A RADIUS OF 600.00 FEET AND CHORD BEARING OF N65°52'53"E FOR 495.15 FEET; THENCE S89°44'56"E ALONG THE SOUTH ROW LINE OF DOGWOOD TRAIL 273.97 FEET; THENCE S03°48'42"W 1257.56 FEET TO THE CENTERLINE OF BANNER AVE.; THENCE S44°17'59"E ALONG THE CENTERLINE OF BANNER AVE. 269.69 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF BANNER AVE. ALONG A CURVE CONCAVE SOUTHWESTERLY WITH AN ARC LENGTH OF 259.85 FEET, A RADIUS OF 1300.00 FEET AND CHORD BEARING OF S38°34'24"E FOR 259.42 FEET TO THE EAST LINE OF THE SE1/4 SECTION 6; THENCE N03°50'00"E ALONG SAID EAST LINE 277.51 FEET TO THE EAST 1/4 CORNER OF SECTION 6; THENCE S89°39'55"E ALONG THE SOUTH LINE OF THE NW1/4 SECTION 5 1340.64 FEET; THENCE CONTINUING S89°39'55"E ALONG SAID SOUTH LINE 1340.64 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINS 143.743 ACRES MORE OR LESS.

EXHIBIT B

All that part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 30 and that part of the West $\frac{1}{2}$ of Section 31, all in township 87 North, Range 47 West of the Fifth Principal Meridian, Woodbury County, Iowa, described as follows:

Beginning at the Northeast corner of the Northwest $\frac{1}{4}$ of Section 31; thence North $2^{\circ}17'34''$ West along the East line of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 86.68 feet; thence South $76^{\circ}40'32''$ West for 50.27 feet; thence South $41^{\circ}43'24''$ West for 139.64 feet to the South line of Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence South $18^{\circ}10'45''$ West for 113.99 feet; thence Southerly for 392.67 feet on a 1124.93 foot radius curve, concave Easterly, having a long chord of 390.68 feet, bearing South $8^{\circ}10'45''$ West; thnc South $1^{\circ}49'15''$ East for 292.33 feet; thence South $77^{\circ}48'40''$ West for 1800.16 feet; thence South $12^{\circ}11'20''$ East for 50.00 feet; thence South $77^{\circ}48'40''$ West for 832.24 feet to the ordinary high water mark of the Missouri River; thence Southerly and Southeasterly along said ordinary high water mark to a point 2,491.90 feet Southwesterly of the Northeast corner of Government Lot 4 in Section 31; thence North $01^{\circ}49'00''$ East for 1,168.14 feet; thence South $77^{\circ}48'34''$ West for 60.00 feet; thence North $01^{\circ}49'00''$ for 1,400.20 feet; thence South $77^{\circ}48'40''$ West for 135.20 feet; thence North $1^{\circ}49'15''$ West 321.21 feet; thence Northly for 350.79 feet on a 1004.93 foot radius curve, concave Easterly, having a long chord of 349.01 feet, bearing North $8^{\circ}10'45''$ East; thence North $18^{\circ}10'45''$ East along said Westerly line for 144.06 feet to the South line of the North 2 rods of said Northwest $\frac{1}{4}$; thence North $78^{\circ}38'25''$ East along a line 2 rods South of and parallel to the North line of the Northwest $\frac{1}{4}$ for 23.45 feet to the East line of the Northwest $\frac{1}{4}$; thence North $1^{\circ}49'15''$ West along the East line for 33.46 feet to the point of beginning (except roadway easement).

MINUTES PROVIDING FOR PASSAGE
OF AN ORDINANCE ESTABLISHING
AN URBAN RENEWAL TAX
INCREMENT AREA

Grow Woodbury County Urban Renewal
Area 2016 Amendment

424093-15

Sioux City, Iowa

May 17, 2016

The Board of Supervisors of Woodbury County, Iowa, met on May 17, 2016 at 4:45 o'clock p.m., at the Woodbury County Courthouse.

The Chairperson presided and the roll was called showing Supervisors present and absent, as follows:

Present: _____

Absent: _____.

Supervisor _____ introduced an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2016 Amendment to the Grow Woodbury County Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Supervisor _____ and seconded by Supervisor _____ that the ordinance be adopted. The Chairperson put the question on the motion and the roll being called, the following named Supervisors voted:

Ayes: _____

Nays: _____.

Whereupon, the Chairperson declared the motion duly carried and declared that the ordinance had been given its initial consideration.

It was moved by Supervisor _____ and seconded by Supervisor _____ that the statutory rule requiring an ordinance to be considered and voted on for passage at two Board meetings prior to the meeting at which it is to be finally passed be suspended. The Chairperson put the question on the motion and the roll being called, the following named Supervisors voted:

Ayes: _____

Nays: _____.

Whereupon, the Chairperson declared the motion duly carried.

It was moved by Supervisor _____ and seconded by Supervisor _____ that the ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2016 Amendment to the Grow Woodbury County Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa," now be put upon its final consideration and adoption. The Chairperson put the question on the final consideration and adoption of the ordinance and the roll being called, the following named Supervisors voted:

Ayes: _____

Nays: _____.

Whereupon, the Chairperson declared the motion duly carried and the ordinance duly adopted, as follows:

ORDINANCE NO. _____

An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2016 Amendment to the Grow Woodbury County Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

BE IT ENACTED by the Board of Supervisors of Woodbury County, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the 2016 Amendment to the Grow Woodbury County Urban Renewal Area, each year by and for the benefit of the state, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by Woodbury County to finance projects in the Grow Woodbury County Urban Renewal Area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“County” shall mean Woodbury County, Iowa.

“Urban Renewal Area Amendment” shall mean the taxable property included in the 2016 Amendment to the Grow Woodbury County Urban Renewal Area, which is identified below, such property having been identified in the Urban Renewal Plan Amendment approved by the Board of Supervisors of the County by resolution adopted on May 17, 2016:

Certain property situated in the City of Sergeant Bluff, Woodbury County, State of Iowa legally described as follows:

A PARCEL OF LAND LOCATED IN THE E1/2 OF SECTION 6 AND THE NW1/4 OF SECTION 5 IN T87N, R47W AND THE SW1/4 OF SECTION 32 IN T88N, R47W OF THE 5TH PRINCIPAL MERIDIAN, CITY OF SERGEANT BLUFF, WOODBURY COUNTY, IOWA. SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT THE CENTER OF SECTION 5 THENCE N02°32'09"E (AN ASSUMED BEARING) ALONG THE EAST LINE OF THE NW1/4 SECTION 5 577.84 FEET TO THE EASTERLY ROW LINE OF SOUTH LEWIS BLVD.; THENCE N27°12'23"W ALONG SAID EASTERLY ROW LINE 2065.63 FEET; THENCE S49°42'03"W 480.78 FEET; THENCE S03°50'09"W 176.55 FEET TO THE NORTH LINE OF THE NW1/4 SECTION 5; THENCE N88°48'37"W 1254.34 FEET TO THE NORTHEAST CORNER OF SECTION 6; THENCE N89°02'15"W 1352.41 FEET TO THE WESTERLY ROW LINE OF PORT NEAL ROAD; THENCE S03°44'55"W ALONG SAID WESTERLY ROW LINE 1117.79 FEET; THENCE S83°52'47"E 128.41 FEET TO THE EASTERLY ROW LINE OF DOGWOOD TRAIL; THENCE N23°45'19"E ALONG SAID EASTERLY ROW LINE 129.86 FEET; THENCE CONTINUING N20°13'29"E ALONG SAID ROW LINE 102.46 FEET; THENCE N20°24'05"E ALONG SAID ROW LINE 52.82 FEET; THENCE N31°36'28"E ALONG SAID ROW LINE 45.98 FEET; THENCE N35°14'22"E ALONG SAID ROW LINE 46.09 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEASTERLY WITH AN ARC LENGTH OF 510.40 FEET, A RADIUS OF 600.00 FEET AND CHORD BEARING OF N65°52'53"E FOR 495.15 FEET; THENCE S89°44'56"E ALONG THE SOUTH ROW LINE OF DOGWOOD TRAIL 273.97 FEET; THENCE S03°48'42"W 1257.56 FEET TO THE CENTERLINE OF BANNER AVE.; THENCE S44°17'59"E ALONG THE CENTERLINE OF BANNER AVE. 269.69 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF BANNER AVE. ALONG A CURVE CONCAVE SOUTHWESTERLY WITH AN ARC LENGTH OF 259.85 FEET, A RADIUS OF 1300.00 FEET

AND CHORD BEARING OF S38°34'24"E FOR 259.42 FEET TO THE EAST LINE OF THE SE1/4 SECTION 6; THENCE N03°50'00"E ALONG SAID EAST LINE 277.51 FEET TO THE EAST 1/4 CORNER OF SECTION 6; THENCE S89°39'55"E ALONG THE SOUTH LINE OF THE NW1/4 SECTION 5 1340.64 FEET; THENCE CONTINUING S89°39'55"E ALONG SAID SOUTH LINE 1340.64 FEET TO THE POINT OF BEGINNING.

AND

All that part of the Southeast ¼ of the Southwest ¼ of Section 30 and that part of the West ½ of Section 31, all in township 87 North, Range 47 West of the Fifth Principal Meridian, Woodbury County, Iowa, described as follows:

Beginning at the Northeast corner of the Northwest ¼ of Section 31; thence North 2°17'34" West along the East line of said Southeast ¼ of the Southwest ¼ for 86.68 feet; thence South 76°40'32" West for 50.27 feet; thence South 41°43'24" West for 139.64 feet to the South line of Southeast ¼ of the Southwest ¼; thence South 18°10'45" West for 113.99 feet; thence Southerly for 392.67 feet on a 1124.93 foot radius curve, concave Easterly, having a long chord of 390.68 feet, bearing South 8°10'45" West; thnc South 1°49'15" East for 292.33 feet; thence South 77°48'40" West for 1800.16 feet; thence South 12°11'20" East for 50.00 feet; thence South 77°48'40" West for 832.24 feet to the ordinary high water mark of the Missouri River; thence Southerly and Southeasterly along said ordinary high water mark to a point 2,491.90 feet Southwesterly of the Northeast corner of Government Lot 4 in Section 31; thence North 01°49'00" East for 1,168.14 feet; thence South 77°48'34" West for 60.00 feet; thence North 01°49'00" for 1,400.20 feet; thence South 77°48'40" West for 135.20 feet; thence North 1°49'15" West 321.21 feet; thence Northly for 350.79 feet on a 1004.93 foot radius curve, concave Easterly, having a long chord of 349.01 feet, bearing North 8°10'45" East; thence North 18°10'45" East along said Westerly line for 144.06 feet to the South line of the North 2 rods of said Northwest ¼; thence North 78°38'25" East along a line 2 rods South of and parallel to the North line of the Northwest ¼ for 23.45 feet to the East line of the Northwest ¼; thence North 1°49'15" West along the East line for 33.46 feet to the point of beginning (except roadway easement).

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area Amendment. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area Amendment each year by and for the benefit of the State of Iowa, the County and any school district or other taxing district in which taxable property in the Urban Renewal Area Amendment is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area Amendment, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which there is certified to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid

into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area Amendment on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area Amendment to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the County to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the County to finance or refinance, in whole or in part, projects in the Grow Woodbury County Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, to the extent authorized in Section 403.19 (2) of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa, to the extent authorized in Section 403.19(2) of the Code of Iowa, and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area Amendment exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the County for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the County to finance or refinance in whole or in part projects in the Grow Woodbury County Urban Renewal Area.

(d) as used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the

ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication, as provided by law.

Passed and approved by the Board of Supervisors of Woodbury County, Iowa, on May 17, 2016.

Chairperson

Attest:

County Auditor

* * * * *

Upon motion and vote, the meeting adjourned.

Chairperson

Attest:

County Auditor

STATE OF IOWA
WOODBURY COUNTY

SS:

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting County Auditor of Woodbury County, and that as such I have in my possession or have access to the complete records of the County and of its officers; and that I have carefully compared the transcript hereto attached with those records and that the attached is a true, correct and complete copy of the records relating to the action taken by the Board of Supervisors preliminary to and in connection with approving the 2016 Amendment to the urban renewal plan for the Grow Woodbury County Urban Renewal Area.

I also certify that the ordinance that is part of these records was published as required by law, and a publisher's affidavit with respect to such publication is attached to this certificate.

WITNESS MY HAND this ___ day of _____, 2016.

County Auditor



Ahlers &
Attorneys
100 Cour
Des Moir
Phone:
Fax: 515
www.ahl
R. Mark C
515.246.0378
rcory@ahlerslaw.com

#10

May 5, 2016

Via Email and Overnight Delivery

Mr. Michael R. Clayton
Woodbury County Treasurer
Woodbury County Courthouse
620 Douglas Street
Sioux City, Iowa 51101-1248

Re: Woodbury County, State of Iowa
Not to Exceed \$2,015,000 General Obligation Capital Loan Notes

Dear Mike:

We enclose suggested proceedings to be acted upon by the Board on the date fixed for the hearing on the authorization to enter into a loan agreement and the issuance of the above mentioned Notes, pursuant to the provisions of Code Sections 331.402 and 331.443. A certificate to attest the proceedings is also enclosed.

The proceedings are prepared to show as a first step the receipt of any oral or written objections from any resident or property owner to the proposed action of the Board to enter into a loan agreement and issue the Notes. A summary of objections received or made, if any, should be attached to the proceedings. After all objections have been received and considered if the Board decides not to abandon the proposal to issue the Notes, a form of resolution follows that should be introduced and adopted, entitled "Resolution Instituting Proceedings to Take Additional Action for the Issuance of Not to Exceed \$2,015,000 General Obligation Capital Loan Notes."

Action Must Be Taken At The Hearing.

The Board is required by statute to adopt the resolution instituting proceedings to enter into a loan agreement and issue the Notes at the hearing or an adjournment thereof. If necessary to adjourn, the minutes are written to accommodate that action.

In the event the Board decides to abandon the proposal, then the form of resolution included in the proceedings should not be adopted. We would suggest that, in this event, a motion merely be adopted to the effect that such proposal is abandoned.

May 5, 2016

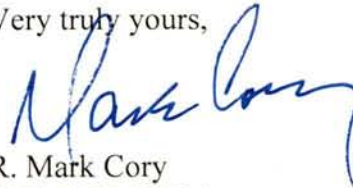
Page 2

Section 331.443 of the Code provides that any resident or property owner may appeal the decision to take additional action to the District Court for the County within 15 days after the additional action is taken. The additional action is final and conclusive unless the court finds that the Board exceeded its authority.

In the event an appeal is filed by any resident or property owner, please see that we are notified immediately; and, as soon as available, a copy of the notice of appeal should be furnished our office for review.

Also enclosed is an extra copy of the proceedings to be filled in as the original and certified back to this office. If you have any questions pertaining to the proceedings enclosed or this letter, please do not hesitate to either write or call.

Very truly yours,

A handwritten signature in blue ink, appearing to read "R. Mark Cory". The signature is fluid and cursive, with a long, sweeping tail on the final letter.

R. Mark Cory
FOR THE FIRM

RMC:ks

Enclosures

cc: Dennis Butler

Karen James

01238129-1\18799-023

ITEMS TO INCLUDE ON AGENDA FOR MAY 17, 2016

WOODBURY COUNTY, IOWA

Not to Exceed \$2,015,000 General Obligation Capital Loan Notes.

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

May 17, 2016

The Board of Supervisors of Woodbury County, State of Iowa, met in _____ session, in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at _____ .M., on the above date. There were present Chairperson _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

The Chairperson announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$2,015,000 General Obligation Capital Loan Notes, in order to provide funds to pay the costs of:

- a) improvements, equipping, remodeling and reconstruction of the Law Enforcement Center and the Courthouse, in an amount not to exceed \$925,000;
- b) LED lighting for county buildings, in an amount not to exceed \$550,000;
- c) acquisition of optical scan voting machines; and
- d) emergency services communication equipment and systems, including Woodbury County's share of 911 Tower and System improvements,

for essential county purposes, and that notice of the proposed action by the Board to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes had been published as provided by Sections 331.402 and 331.443 of the Code of Iowa.

The Chairperson then asked the Auditor whether any written objections had been filed by any resident or property owner of the County to the issuance of the Notes. The Auditor advised the Chairperson and the Board that _____ written objections had been filed. The Chairperson then called for oral objections to the issuance of the Notes and _____ were made. Whereupon, the Chairperson declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Chairperson declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

The Board then considered the proposed action and the extent of objections thereto.

Whereupon, Board Member _____ introduced and delivered to the Auditor the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$2,015,000 GENERAL OBLIGATION CAPITAL LOAN NOTES", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ .M. on the _____ day of _____, 2016, at this place.

Board Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$2,015,000 GENERAL OBLIGATION CAPITAL
LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$2,015,000 General Obligation Capital Loan Notes, for the essential county purposes, in order to provide funds to pay the costs of:

- a) improvements, equipping, remodeling and reconstruction of the Law Enforcement Center and the Courthouse, in an amount not to exceed \$925,000;
- b) LED lighting for county buildings, in an amount not to exceed \$550,000;
- c) acquisition of optical scan voting machines; and

d) emergency services communication equipment and systems, including Woodbury County's share of 911 Tower and System improvements,

and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the County and residents thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, STATE OF IOWA:

Section 1. That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$2,015,000 General Obligation Capital Loan Notes, for the foregoing essential county purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 17th day of May, 2016.

Chairperson

ATTEST:

County Auditor

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

I, the undersigned County Auditor of Woodbury County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2016.

County Auditor, Woodbury County,
State of Iowa

(SEAL)



Ahlers &
Attorney
100 Cou
Des Moi
Phone:
Fax: 51
www.ah

R. Mark Cory
515.246.0378
RCory@ahlerslaw.com

April 28, 2016

Via UPS Overnight Delivery
Mr. Michael R. Clayton
County Treasurer
Woodbury County Courthouse
620 Douglas Street
Sioux City, Iowa 51101

RE: Engagement Agreement

Dear Michael:

Enclosed you will find an Engagement Agreement. Please present this to the Council for approval and return to our office at the earliest convenient time.

Should you have any questions, please don't hesitate to call me.

Very truly yours,

R. Mark Cory
FOR THE FIRM

RMC:ks
Enclosure
01236115-1\18799-023

ENGAGEMENT AGREEMENT

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers and Cooney, P.C., in its capacity as Bond Counsel, to Woodbury County, Iowa (the "Issuer") in connection with the issuance of General Obligation Capital Loan Notes in an amount not to exceed \$2,015,000 (the "Bonds").

SCOPE OF ENGAGEMENT

In the role of Bond Counsel, we will provide the following services:

1. Prepare and review documents related to the authorization, issuance and delivery of the Bonds (the "Proceedings").
2. After proper approval and execution of the Proceedings, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment with regard to the legality of the security pledged, and the excludability of interest on the Bonds from gross income for federal tax purposes, as applicable.
3. Review those sections of any offering or disclosure documents (the "Offering Documents") to be disseminated in connection with the sale of the Bonds related solely to the description of the Bonds, the legal basis for the security pledged, the tax-exempt status of the Bonds, and excerpts, summaries or copies of the Bond Opinion; and in the event Issuer retains separate Disclosure Counsel we will coordinate with said Disclosure Counsel in regards to the above-identified information we are reviewing in the Offering Documents.
4. Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
5. Prepare procedure to advertise and direct the sale of Bonds when we are advised that a particular issue of Bonds will be sold at public sale, and prepare procedure accepting a proposal to purchase the Bonds when we are advised that the sale of a particular issue of Bond will accomplished by negotiated sale.
6. Draft the Continuing Disclosure Certificate of the Issuer, if applicable.
7. Prepare an IRS Form 8038-G or 8038-GC, when applicable.

As Bond Counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser thereof or other persons, and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments

pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those expressly set forth above. This Engagement Agreement does not include the following services, or any other matter not required to render our Bond Opinion:

- a. Except as described in paragraph (3) above, assisting in the preparation or review of the Offering Documents with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Offering Documents do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. This engagement does not include the services of Disclosure Counsel.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or “no action” letters from the Securities and Exchange Commission.
- c. Drafting state constitutional or legislative amendments.
- d. Pursuing test cases or other litigation, such as contested validation proceedings.
- e. Except as described in paragraph (6) above, assisting in the preparation of, or opinion on, a continuing disclosure undertaking pertaining to the Bonds, or after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking, including monitoring Issuer’s continued compliance with the undertaking.
- f. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- g. After Closing a particular issue of Bonds, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on that issue of Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written Engagement Agreement will be required before we assume one or more of the above duties.

Services listed in subparts (h)–(k), below, are not included in this Engagement Agreement, nor will they be provided at any time.

- h. Acting as an underwriter, or otherwise marketing the Bonds.
- i. Acting in a financial advisory role.
- j. Preparing blue sky or investment surveys with respect to the Bonds.
- k. Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon our receipt of notification that Bond Counsel services are requested under this Engagement Agreement, the Issuer will be our client and an attorney-client relationship will exist between us as outlined above. We assume that all other parties to each such transaction will retain such counsel as they deem necessary and appropriate to represent their interests. We further assume that all parties understand that in each such transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Each representation of the Issuer and the attorney-client relationship for the Bonds created by this Engagement Agreement will be concluded upon issuance of that respective issue of Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

FEES

We will charge a flat fee of \$6,200 for services rendered under this Agreement. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the Bond Counsel services outlined above, but we will do so in the event that circumstances require. If, at any time, we believe that an adjustment of our flat fee is necessary during an engagement as Bond Counsel for a particular issuance of Bonds, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds to be issued differs significantly from the amount stated at the time we advise you of our fee; (b) there are material changes in the structure, security or opinion from the description of the Bonds after we advise you of our fee; or (c) unusual or unforeseen circumstances arise which require a significant increase in the services rendered, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents at the request of the Issuer, any agent acting on your behalf (such as a financial advisor), the purchaser, a bond insurer, other counsel providing services with respect to issuance of a particular issuance of Bonds.

In addition to the flat fee, we will bill you for all expenses incurred on your behalf, such as travel cost reimbursement, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research, bond printing, and other related expenses. Generally these expenses will not exceed \$600. We will contact you prior to incurring expenses that exceed that amount.

Our statement for services and expenses will be sent after each particular issue of Bonds have been closed and is due and payable within thirty (30) days of receipt.

If, for any reason, you terminate the engagement on a particular issue of Bonds covered by this Agreement before closing a particular issue of Bonds are not issued for any reason, or the Bonds are issued without the delivery of our Bond Opinion, we will bill you for the services rendered on your behalf up to that point. These services will be billed at the normal hourly rates for those attorneys and legal assistants who have performed such services. We will also then bill you for all expenses we have incurred as outlined above. My current hourly rate is \$310. Work performed by associates will be billed at \$210 per hour. Services performed on your behalf by legal assistants will be billed at \$115 per hour.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this engagement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

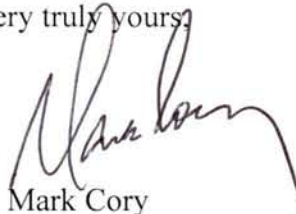
APPROVAL

Please carefully review the terms and conditions of this Agreement. **If the above correctly reflects the terms of this engagement, please obtain approval by your governing body, and execute, date and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to write or call.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,



R. Mark Cory
FOR THE FIRM

Accepted:

Woodbury County, State of Iowa*

By: _____ Date: _____

*Approved by Motion or Resolution No. _____ of the governing body on _____, 2016.

#11a

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTION

DATE: May 17, 2016

* PERSONNEL ACTION CODE:

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Lewis, Jake	Juvenile Detention	5-23-16	P/T Youth Worker	\$17.53/hour		A	Job Vacancy Posted 3-2-16. Entry Level Salary: \$17.53/hour.
Corbin, Caleb	Secondary Roads	5-31-16	Temporary Engineering Aide	\$10.00/hour		A	Not to exceed 120 days.

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: May 17, 2016

For the May 17, 2016 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) Juvenile Detention P/T Youth Worker, Appointment.
- 2) Secondary Roads Temporary Engineering Aide, Appointment.

Ed G

Thank you

HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA

#11b

DATE: May 17, 2016

REQUEST TO DEAUTHORIZE COUNTY POSITION(S)

DEPARTMENT	POSITION	APPROVED	DISAPPROVED
County Sheriff	Civilian Jail Lieutenant Position #15008 (Deauthorize to Authorize Civilian Captain)		
County Sheriff	Deputy		
County Sheriff	Civilian Jailer		
County Sheriff	Admin. Assistant-Jail		

Chairman, Board of Supervisors



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@woodburycountyia.gov
FAX: 712.279.6522

11 May 2016

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the de-authorization of a Civilian Jail Lieutenant position, effective July 1, 2016. We request this be placed on the agenda for the Tuesday, May 17, 2016 Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "David Drew".

Dave Drew, Sheriff

Cc: file



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@woodburycountyiowa.gov
FAX: 712.279.6522

11 May 2016

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the de-authorization of a Sworn Deputy Sheriff position, effective July 1, 2016. We request this be placed on the agenda for the Tuesday, May 17, 2016 Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "David Drew".

Dave Drew, Sheriff

Cc: file



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@woodburycountyowa.gov
FAX: 712.279.6522

11 May 2016

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the de-authorization of a Civilian Correctional Officer position, effective July 1, 2016. We request this be placed on the agenda for the Tuesday, May 17, 2016 Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "David Drew".

Dave Drew, Sheriff

Cc: file



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@woodburycountyia.gov
FAX: 712.279.6522

11 May 2016

To the Woodbury County Board of Supervisors & Human Resources Department,

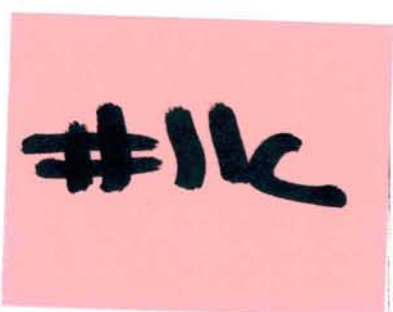
The Woodbury County Sheriff's Office respectfully requests discussion and action on the de-authorization of a Civilian Administrative Assistant position, effective July 1, 2016. We request this be placed on the agenda for the Tuesday, May 17, 2016 Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads 'David Drew'.

Dave Drew, Sheriff

Cc: file



HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA

DATE: May 17, 2016

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Attorney	Asst. County Attorney	AFSCME Asst. County Attorney: \$55,721- \$64,440/year FY 16/17 Wage		
County Attorney	Secretary III	AFSCME Courthouse: \$18.94/hour FY 16/17 Wage		
County Sheriff	% Deputy-Captain	83% of Sheriff's Salary: \$80,609/year FY 15/16 Wage		
County Sheriff	Civilian Captain	\$71,526/year FY 15/16 Wage		
County Sheriff	% Deputy-Lieutenant	78% of Sheriff's Salary: \$75,753/year FY 15/16 Wage		

County Sheriff	Deputy Sergeant	CWA: \$31.73/hour FY 15/16 Wage		
County Sheriff	Clerk II	AFSCME Courthouse: \$15.26/hour FY 15/16 Wage		
County Sheriff	Jail Sergeant	CWA: \$25.91/hour FY 15/16 Wage		
	*Please See Attached Memos of Explanation.			

Chairman, Board of Supervisors



WOODBURY COUNTY ATTORNEY

PATRICK "PJ" JENNINGS
COUNTY ATTORNEY

300 COURTHOUSE
620 DOUGLAS STREET
SIOUX CITY, IOWA 51101

TELEPHONE
712-279-6516
FAX # 712-279-6457

MEMORANDUM

Date: May 11, 2016
To: Board of Supervisors
From: PJ Jennings
RE: Request for New Hire(s)

Supervisors:

Our office was granted approval and funding for one Assistant County Attorney and one Support Staff position effective July 1, 2016. We would like authorization to begin the hiring process. Both of these positions are covered under bargaining contracts with the county and will be employed accordingly.

Thank you for your prompt attention to this matter.



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@woodburycountyiowa.gov
FAX: 712.279.6522

11 May 2016

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to promote for a Sworn Deputy Captain. We request this be placed on the agenda for the Tuesday, May 17, 2016 Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "David Drew".

Dave Drew, Sheriff

Cc: file



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@woodburycountyiowa.gov
FAX: 712.279.6522

11 May 2016

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to promote for a Civilian Captain. We request this be placed on the agenda for the Tuesday, May 17, 2016 Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "David Drew".

Dave Drew, Sheriff

Cc: file



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@woodburycountyiowa.gov
FAX: 712.279.6522

11 May 2016

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to promote for a Sworn Deputy Lieutenant. We request this be placed on the agenda for the Tuesday, May 17, 2016 Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "David Drew".

Dave Drew, Sheriff

Cc: file



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@woodburycountyiowa.gov
FAX: 712.279.6522

11 May 2016

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to promote for a Sworn Deputy Sergeant. We request this be placed on the agenda for the Tuesday, May 17, 2016 Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads 'David Drew'.

Dave Drew, Sheriff

Cc: file



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@woodburycountyiowa.gov
FAX: 712.279.6522

11 May 2016

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to hire for a Clerk II position, effective July 1, 2016. We request this be placed on the agenda for the Tuesday, May 17, 2016 Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Dave Drew".

Dave Drew, Sheriff

Cc: file



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@woodburycountyiowa.gov
FAX: 712.279.6522

11 May 2016

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to promote for a Civilian Jail Sergeant. We request this be placed on the agenda for the Tuesday, May 17, 2016 Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Dave Drew".

Dave Drew, Sheriff

Cc: file

#11d

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

Date: 5-12-16

Weekly Agenda Date: 5-17-16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ed Gilliland

WORDING FOR AGENDA ITEM: Reclassification of Sheriff Dept. Clerks, Discussion and Action

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

AFSCME has worked with the AFSCME staff to provide information that shows that there could be justification in reclassifying the current positions

BACKGROUND: Job Descriptions for AFSCME personnel in the Sheriff's office have changed, duties have been added.

FINANCIAL IMPACT: Approximately \$13,000

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

Not Applicable

RECOMMENDATION: Approve or Deny based on principles of Collective Bargaining and the Comparables presented.

Proposal:

Employee #1 would move from a current classification of Clerk II Grade 3 to a classification of Grade 5

Employee # 2 and # 3 would move from a current classification of Civil Clerk Grade 2 to a classification of Grade 3

ACTION REQUIRED / PROPOSED MOTION: Motion to approve Reclassification of Sheriff Dept. Clerks.

Approved by Board of Supervisors April 5, 2016.

#12a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: 05.12.2016

Weekly Agenda Date: 05.17.2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: SHERIFF DAVE DREW		
WORDING FOR AGENDA ITEM: : PROPOSED LANGUAGE FOR A NEW ORDINANCE RELATING TO ANIMAL CONTROL.		
ACTION REQUIRED:		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input type="checkbox"/>
Give Direction <input checked="" type="checkbox"/>	Other: Informational <input checked="" type="checkbox"/>	Attachments <input checked="" type="checkbox"/>

EXECUTIVE SUMMARY: PROPOSED LANGUAGE FOR A NEW ORDINANCE RELATING TO ANIMAL CONTROL.

BACKGROUND: THE SHERIFF'S OFFICE HAS SEEN A MARKED INCREASE RECENTLY IN DOMESTICATED LIVESTOCK ON ROADWAYS AS A RESULT OF LIVESTOCK OWNERS NOT SUFFICIENTLY CONTROLLING THE MOVEMENT OF THE LIVESTOCK AND MAINTAINING FENCES.

FINANCIAL IMPACT: N/A

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: DISCUSSION AND DIRECTION ON PROCEEDING WITH ORDINANCE APPROVAL.

ACTION REQUIRED / PROPOSED MOTION: DISCUSSION AND DIRECTION ON PROCEEDING WITH ORDINANCE APPROVAL.

Approved by Board of Supervisors April 5, 2016.

**ORDINANCE NO.
ORDINANCE RELATING TO ANIMAL CONTROL**

DEFINITIONS. The following terms are defined for use in this Ordinance pertaining to Animal Control:

1. "Dog" means a domesticated quadruped descended from different wild species of the genus Canis, as the wolf, fox or jackal.
2. "Cat" means a domesticated animal of the feline family.
3. "Domesticated animal" means any animal that is tame and under the control of a person.
4. "Livestock" means any animal owned and maintained for agricultural purposes including but not limited to: breeding, feeding, milking or fattening for marketing or resale purposes.
5. "At large" means any dog or cat, or any domesticated animal or livestock found off the premises of such animal's owner and not under the control of a competent person, restrained within a motor vehicle, or housed in a veterinary hospital or kennel, barn or pen. The premises of such animal's owner should not include any public property. The premises shall only include private property.
6. "Owner" means any person owning, keeping, sheltering or harboring a dog or cat or other domesticated animal or livestock.

(Code of Iowa, Sec. 351.2)

DOGS OR CATS RUNNING AT LARGE. It is unlawful for dogs or cats to run at large within Woodbury County. The owner of any dogs or cats found running at large is guilty of violation of this section.

AT LARGE: IMPOUNDMENT. Dogs or cats found at large in violation of this Ordinance shall be seized and impounded, or at the discretion of the peace officer, the owner may be served a summons to appear before a proper court to answer charges made for violation of this ordinance.

DISPOSITION OF DOGS OR CATS. When a dog or cat has been apprehended and impounded, written notice shall be given in not less than two days to the owner, if known. Impounded dogs or cats may be recovered by the owner upon payment of impounding, and if an unvaccinated dog or cat, by having it immediately vaccinated. If the owner does not redeem the dog or cat within seven days of the date of notice, or if the owner cannot be located within seven days, the dog or cat may be humanely destroyed or otherwise disposed of in accordance with law.

(Code of Iowa, Sec. 351.37, 351.41)

IMPOUNDING COSTS. Impounding costs shall be set by resolution of the Board of Supervisors, and shall be taxed to the owner when the owner is in violation or fails to respond to a notice or summons.

(Code of Iowa, Sec. 351.37)

ANIMAL AT LARGE PROHIBITED. It shall be a violation of this ordinance for an owner or person in control to permit or allow any domesticated animal or livestock to run at large or to remain at large.

ANIMAL NUISANCE. It shall be unlawful for any person to permit an animal under such person's control or within such person's custody to commit a nuisance. An animal shall be considered a nuisance if it:

1. Damages, soils, defiles or defecates on private property other than the owner's or on public walks and recreation areas unless such waste is immediately removed and properly disposed of by the owner.
2. Causes unsanitary, dangerous or offensive conditions.
3. Causes a disturbance by excessive barking or other noisemaking or chases vehicles, or molests, attacks or interferes with persons or other domestic animals on public property.

(Code of Iowa, Sec. 657.1)

PENALTIES. Any person violating any of the provisions of this ordinance is guilty of a simple misdemeanor. Any person convicted of such violation shall be punished by a fine of not more than \$500.00, nor less than \$100.00

(Code of Iowa, Sec. 331.302(2))

PASSED AND APPROVED this ____ day of _____, 2016.

Jeremy Taylor, Chairman
Woodbury County Board of Supervisors

#12b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

Date: 05.12.2016

Weekly Agenda Date: 05.17.2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: SHERIFF DAVE DREW

WORDING FOR AGENDA ITEM: GRANT APPLICATION FOR THE 2016/17 U.S. DEPARTMENT OF JUSTICE COPS HIRING PROGRAM

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: GRANT APPLICATION FOR THE 2016/17 U.S. DEPARTMENT OF JUSTICE COPS HIRING PROGRAM.

BACKGROUND: 36 MONTH TERM. GRANT PAYS 75% OF WAGES AND BENEFITS FOR AN ENTRY LEVEL SWORN DEPUTY SHERIFF. HIRING AUTHORITY (L.E. AGENCY) RESPONSIBLE FOR REMAINING 25% OF WAGES AND BENEFITS. AT THE COMPLETION OF THE GRANT, THE L.E. AGENCY ABSORBS THE FULL COST OF THE DEPUTY SHERIFF.

FINANCIAL IMPACT: PLEASE SEE ATTACHMENT(S).

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: DISCUSSION AND DIRECTION ON MAKING THE APPLICATION.

ACTION REQUIRED / PROPOSED MOTION: DISCUSSION AND DIRECTION ON MAKING THE APPLICATION.

Approved by Board of Supervisors April 5, 2016.

Prepared: 5/12/16,12:31:54

WOODBURY COUNTY

Page 1

Program : PR815L
Dp/Dv/Act: 1001-410 SHERIFF UNIFORM PATROL

Payroll Projection Report
7/01/16 to 6/29/17

1st Year

Position Employee	Seq	Start Rate	Review Amount	General Amount	End Rate	Starting Grd/Step	End Step	Description	Amount
SHR DEPUTY UN-TEST, 05/05/16	2	22.4000	0.0000 0/00/00	0.0000 7/01/16	22.4000 X 2088	DD 1	1	REGULAR PAY Total wages BEN-DENTAL EMP ONLY-CNTY BEN-FAM MED-A,B,D,M,Q BEN-IPERS SHERIFF BEN-LIFE COUNTY BEN-LONG TERM DISABILITY BEN-MEDICARE BEN-SOCIAL SECURITY Total benefits Total expense	46,771.14 46,771.14 * 377.16 16,650.96 4,620.98 52.80 382.50 678.08 2,899.78 25,662.26 * 72,433.40 **

COUNTY MATCH (25%)
\$18,108.35

Prepared: 5/12/16,12:33:28

WOODBURY COUNTY

Page 1

Program : PR815L
Dp/Dv/Act: 1001-410 SHERIFF UNIFORM PATROL

Payroll Projection Report
~~7/01/16 to 6/29/17~~
07/01/17 to 06/29/18

2nd Year

Position Employee	Seq	Start Rate	Review Amount	General Amount	End Rate	Starting Grd/Step	End Step	Description	Amount
SHR DEPUTY UN-TEST, 05/05/16	2	23.0700	0.0000 0/00/00	0.0000 7/01/16	23.0700 X 2088	DD 1	1	REGULAR PAY Total wages BEN-DENTAL EMP ONLY-CNTY BEN-FAM MED-A,B,D,M,Q BEN-IPERS SHERIFF BEN-LIFE COUNTY BEN-LONG TERM DISABILITY BEN-MEDICARE BEN-SOCIAL SECURITY Total benefits Total expense	48,170.20 48,170.20 * 377.16 16,650.96 4,759.30 52.80 382.50 698.36 2,986.62 25,907.70 * 74,077.90 **

COUNTY MATCH (25%)
\$18,519.48

Percent 100.000 Project Account 001-1001-410.10-14

Prepared: 5/12/16,12:34:37

WOODBURY COUNTY

Page 1

Program : PR815L
Dp/Dv/Act: 1001-410 SHERIFF UNIFORM PATROL

Payroll Projection Report
~~7/01/16 to 6/29/17~~
07/01/18 to 07/01/19

3rd Year

Position Employee	Seq	Start Rate	Review Amount	General Amount	End Rate	Starting Grd/Step	End Step	Description	Amount
SHR DEPUTY UN-TEST, 05/05/16	2	27.5800	0.0000 0/00/00	0.0000 7/01/16	27.5800 X 2088	DD 1	1	REGULAR PAY Total wages BEN-DENTAL EMP ONLY-CNTY BEN-FAM MED-A,B,D,M,Q BEN-IPERS SHERIFF BEN-LIFE COUNTY BEN-LONG TERM DISABILITY BEN-MEDICARE BEN-SOCIAL SECURITY Total benefits Total expense	57,587.14 57,587.14 * 377.16 16,650.96 5,689.58 52.80 382.50 835.12 3,570.32 27,558.44 * 85,145.58 **

COUNTY MATCH (25%)
\$21,296.40

Percent 100.000 Project Account 001-1001-410.10-14

#13

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

Date: 5/9/16

Weekly Agenda Date: MAY 17TH

ELECTED OFFICIAL / DEPARTMENT HEAD (CITIZEN) John Toebes, Iowa Drainage Dist. Assoc.
SUBJECT: ANNUAL IDOA REPORT TO BOARD

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other, Informational

Attachments

LAST YEAR, I WAS ASKED ON THE AGENDA. I REQUEST
THAT TIMING AGAIN IF POSSIBLE. I NEED 10 MINUTES AT THE MOST

WORDING FOR AGENDA ITEM:

Iowa Drainage District Association - Annual Report

EXECUTIVE SUMMARY:

BRING THE BOARD UP TO DATE ON DRAINAGE NEWS FOR THE PAST YEAR

BACKGROUND:

NONE

FINANCIAL IMPACT:

NONE

RECOMMENDATION:

NONE

ACTION REQUIRED / PROPOSED MOTION:

NONE

#Ma

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

Date: May 11, 2016

Weekly Agenda Date: May 17, 2016

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

WORDING FOR AGENDA ITEM: Consideration of permit to work in the Highway Right of Way.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: Bret Johnston has requested a permit to work in the right of way to allow the improvement of the east ditch along Hancock Avenue to provide better farm drainage.

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

FINANCIAL IMPACT: No impact to county budget.

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 to work in the right of way.

ACTION REQUIRED / PROPOSED MOTION: Motion to approve a permit to work in the right of way for Brett Johnston.

Approved by Board of Supervisors April 5, 2016.



Woodbury County Secondary Roads Department

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

COUNTY ENGINEER
Mark J. Nabra, P.E.
mnabra@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: ERTT Johnston Phone No.: 712 490 8241

Mailing Address: 232 maple st Whiting IA

Township: Willow Section: 1

Woodbury County, State of Iowa, and Lloyd Tresham (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:

From intersection of Hancock ave and 290th go north
2000 To bridge clean ditch out on east side

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 318.8, 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:

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 31st day of August, 2016.

Entered into this 9th day of May, 2016.

Brett Johnston

Signature of Property Owner or Authorized Representative

Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

#146

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

Date: May 11, 2016

Weekly Agenda Date: May 17, 2016

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

WORDING FOR AGENDA ITEM: Consider of approval of contract and bond for project number FEMA11-73-97

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: The board of supervisors took bids for project FEMA 11-73-97 on April 12, 2016. The low bid was awarded to Niewohner Construction of Onawa, IA on April 19, 2016. Contracts have been returned by the contractor and are being presented to the Board of Supervisors for final approval.

BACKGROUND: The site was damaged during a storm event in June 2014. This site was determined eligible for FEMA funding for repair.

FINANCIAL IMPACT: The project is being paid for by a combination of funds. FEMA pays 75%, the Iowa Department of Homeland Security pays 10% and Woodbury County pays 15%.

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 contract and bond with Niewohner Construction for project FEMA 11-73-97.

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the contract and bond with Niewohner Construction for \$161,796.40.



**WOODBURY COUNTY, IOWA
CONTRACT**

Kind of Work Weir Repair
 Project No FEMA 11--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: Jeremy Taylor, Mark Monson, Larry D. Clausen, Jaclyn Smith and Matthew Ung, Contracting Authority, Niewohner Construction Onawa, Iowa, Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____
One Hundred Sixty-One Thousand Seven Hundred Ninety-Six and 40/100 (\$161,796.40)
 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: FEMA 11--73-97	Group 1		
1.	Clearing and Grubbing	0.50 Acres	\$1,000.00	\$ 500.00
2.	Excavation Class 12, Boulders, Rock Fragments	467 C.Y.	10.00	4,670.00
3.	Excavation Class 10, Channel	460 C.Y.	8.00	3,680.00
4.	Temporary Stream Diversion	1 EACH	3,000.00	3,000.00
5.	Engineering Fabric	700 S.Y.	3.00	2,100.00
6.	Concrete Grout for Revetment or Gabion	80 C.Y.	250.00	20,000.00
7.	Revetment Class B	1,750 Ton	41.60	72,800.00
8.	Revetment Class E	1,179 Ton	41.60	49,046.40
9.	Mobilization	1 LS	6,000.00	6,000.00
TOTAL BID				\$161,796.40

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 March 24, 2016

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. FEMA 11--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
		June 20, 2016	30

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____

Approved: _____

By: [Signature]
 Contractor: Niewohner Construction

By: _____
 Contracting Authority: Woodbury County Board Jeremy Taylor

Date: 5-2-16

Date: _____

AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

NIEWOHNER CONSTRUCTION, INC.

P.O. Box 262

Onawa, IA 51040

OWNER:

(Name, legal status and address)

Woodbury County Board of Supervisors

759 E Frontage Rd

Moville, IA 51039

CONSTRUCTION CONTRACT

Date: 5/02/2016

Amount: \$161,796.00

Description:

(Name and location)

Weir Repair - Woodbury County - FEMA 11--73-97

SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.

14001 Quailbrook Dr

Oklahoma City, OK 73134

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: 5/02/2016

(Not earlier than Construction Contract Date)

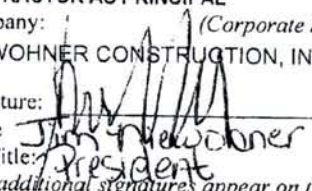
Amount: \$161,796.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

NIEWOHNER CONSTRUCTION, INC.

Signature: 

Name: John Niewohner

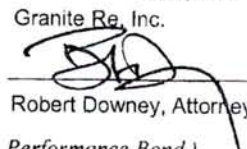
and Title: President

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

SURETY

Company: *(Corporate Seal)*

Granite Re, Inc.

Signature: 

and Title: Robert Downey, Attorney-in-fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

J. Ryan Bonding, Inc.
2920 Enloe St., Ste 103
P.O. Box 465
Hudson, WI 54016
800-535-0006

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Owner

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows: None

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address

Address

TALENT: You should sign an original AIA Contract Document, on which this text appears in RED. An original is surety that changes will not be debited.

#14c

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REG

Date: May 11, 2016

Weekly Agenda Date: May 17, 2016

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

WORDING FOR AGENDA ITEM: Consider of approval of contract and bond for projects HC11-9 and HC 11-10

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: The Board of Supervisors received bids for two weir repair projects that are numbered HC 11-9 and HC 11-10 on March 29, 2016. The board awarded the projects to Niewohner Construction on April 5, 2016. Contracts have been returned for board approval.

BACKGROUND: The two projects will repair weir structures that help control stream bed grades near two county bridges. The structures were damaged in flooding in June 2014. The county is using three fund sources to restore and improve the resiliency of the structures so they can better resist future flood events.

FINANCIAL IMPACT: This project is paid for by a combination of Hungry Canyon, FEMA, and local secondary road funds. FEMA funds pay to restore the project to pre-flood condition. Hungry Canyon funds allow the structures to be upgraded to current design standards. Local secondary road funds pay the balance.

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

Yes No

RECOMMENDATION: Approve the contract and bond for Niewohner Construction.

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the contract and bond for Projects HC 11-9 and HC 11-10 for \$59,732.00

Approved by Board of Supervisors April 5, 2016.



WOODBURY COUNTY, IOWA CONTRACT

Kind of Work Weir Repair County Woodbury
 Project No HC 11-9 & HC 11-10

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following Members: Jeremy Taylor, Mark Monson, Larry D. Clausen, Jaclyn Smith and Matthew Ung, Contracting Authority, Niewohner Construction Onawa, Iowa, Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____
Fifty Nine Thousand Seven Hundred Thirty-Two and 00/100 (\$59,732.00)

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: HC 11-9 & 11-10	Group I		
1.	Excavation Class 12, Boulders, Rock Fragments	83 C.Y	40.00	3,400.00
2.	Excavation Class 10, Channel	260 C.Y	12.00	3,120.00
3.	Engineering Fabric	250 S.Y.	5.00	1,250.00
4.	Concrete Grout for Revetment or Gabion	34 C.Y.	300.00	10,200.00
5.	Revetment Class B	400 Ton	65.00	26,000.00
6.	Revetment Class E	36 Ton	67.00	5,762.00
7.	Mobilization	1 LS	6,000.00	6,000.00
8.	Dewater	1 LS	4,000.00	4,000.00
TOTAL BID				\$59,732.00

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 March 24, 2016

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. HC 11-9 & HC 11-10 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
		June 06, 2016	24

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____

Approved: _____
 By: [Signature]
 Contractor: Niewohner Construction
 Date: 5-10-16

By: _____
 Contracting Authority: Woodbury County Board Jeremy Taylor
 Date: _____

AIA Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)
NIEWOHNER CONSTRUCTION, INC.
P.O. Box 262
Onawa, IA 51040

SURETY:

(Name, legal status and principal place of business)
Granite Re, Inc
14001 Quailbrook Dr
Oklahoma City, OK 73134

OWNER:

(Name, legal status and address)
Woodbury County
759 E Frontage Rd
Moyville, IA 51039

CONSTRUCTION CONTRACT

Date: 5/05/2016

Amount: \$59,732.00

Description:

(Name and location)
Weir Repair Project No. HC 11-9 & HC 11-10

BOND

Date: 5/05/2016

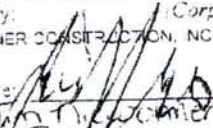
(Not earlier than Construction Contract Date)

Amount: \$59,732.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

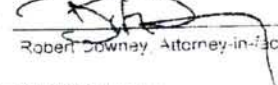
Company: *(Corporate Seal)*
NIEWOHNER CONSTRUCTION, INC.

Signature: 
Name: James T. Niewohner
and Title: President

(Any additional signatures appear in the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*
Granite Re, Inc.

Signature: 
and Title: Robert Downey, Attorney-in-fact

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

J. Ryan Bonding, Inc.
2420 Enloe St., Ste 103
P.O. Box 455
Hudson, WI 54315
800-533-3305

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)
Woodbury County Engineers
759 E Frontage Rd
Moyville, IA 51039

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds: a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

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

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

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

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

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

§ 5.1 Claimants, who do not have a direct contract with the Contractor,
1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

Paragraph 6 of this Bond is deleted in its entirety and replaced with the following provision:

Within a reasonable time (1) after the claimant has satisfied the conditions of Paragraph 5 and (2) after the Surety has reviewed all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However, in such event the Claimant may bring suit against the Surety as provided under this Bond.

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

#14d

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: May 11, 2016

Weekly Agenda Date: May 17, 2016

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

WORDING FOR AGENDA ITEM: Consider of approval of contract and bond for PCC Paving Project RC-CO97(130)-9A-97

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: The Secondary Road Department received bids for a Portland Cement Concrete (PCC) Paving project numbered RC-CO97(130)—9A-97 on April 12, 2016. The project involves replacement of the existing pavement on Port Neal Circle with a new 10" thick, 26' wide PCC Pavement with an 11' right turn lane at the south end of the project.

BACKGROUND: AGP Inc. is constructing a new soy oil refinery at their plant off Port Neal Circle near the Mid American Energy plant in rural Sergeant Bluff. The new plant construction will lead to 20 full time jobs at the plant plus numerous spin off trucking and other jobs associated with the plant expansion. The \$100 million dollar project made the county eligible for a RISE grant at a 50-50 cost share level to improve the road for AGP and the other businesses in the area. The county received a grant total of up to \$783,000 for the project from the RISE program. The balance will be provided by a bond to be sold by the county.

FINANCIAL IMPACT: This project is paid for by a combination of RISE and local capital improvement bonds.

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

Yes No

RECOMMENDATION: Approve the project and bond for Godberson Smith Inc..

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the contract and bond for Project RC-CO97(130)—9A-97 with Godberson Smith Inc. for \$1,443,548.72.

Approved by Board of Supervisors April 5, 2016.



CONTRACT

Kind of Work P.C.C. Pavement - New

Project No. RC-CO97(130)--9A-97 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Jeremy Taylor, Mark Monson, Larry Clausen, Jaclyn Smith, and Matthew Ung, Contracting Authority, and Godbersen-Smith Construction of Ida Grove, Iowa, Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____
One Million Four Hundred Forty-Three Thousand Five Hundred Forty-Eight and 84/100 (\$1,443,548.84)

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
P.C.C. Paving Project. RC-CO97(130)--9A-97				
Group 1				
1.	Excavation Class 10, Roadway and Borrow	6,697 CY	\$ 6.50	\$ 43,530.00
2.	Modified Subbase, Place only	4,555 CY	\$ 4.50	\$ 20,497.50
3.	Granular Shoulders, Type B	3,342 Ton	\$ 31.00	\$ 103,602.00
4.	Standard or Slip-Form P.C.C. Pavement, Class C, 10"	28,063.00 SY	\$ 35.95	\$ 1,008,864.85
5.	Rumble Strip Panel (PCC Surface)	2 Each	\$ 400.00	\$ 800.00
6.	Pay Adjustment Incentive/Disincentive for Smoothness	12,000 Each	\$ 1.00	\$ 12,000.00
7.	Removal and Crushing of Pavement	22,305.00 SY	\$ 4.50	\$ 100,372.50
8.	Railroad Approach Sections	1,095 SY	\$ 48.00	\$ 52,560.00
9.	Safety Closures	2 Each	\$ 100.00	\$ 200.00
10.	Painted Pavement Markings Waterborne or Solvent	260.37 STA	\$ 14.85	\$ 3,866.49
11.	Painted Symbols and Legends, Durable	6 Each	\$ 1,075.00	\$ 6,450.00
12.	Traffic Control	1 L.S.	\$ 4,000.00	\$ 4,000.00
13.	Flaggers	3 Each	\$ 435.00	\$ 1,305.00
14.	Mobilization	1 L.S.	\$ 80,000.00	\$ 80,000.00
15.	Railroad Protective Liability Union Pacific Railroad	1 L.S.	\$ 5,500.00	\$ 5,500.00
TOTAL BID				\$ 1,443,548.84

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 date of March 21, 2016

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. RC-CO97(130)--9A-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
		<u>June 06, 2016</u>	<u>45</u>

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_____

Contractor: Godbersen-Smith Construction

Contracting Authority: Woodbury County, Iowa

By [Signature]

By _____
Woodbury County Board Chair

Date 4 May 2016

Date _____



CONTRACTOR'S PERFORMANCE BOND

Bond Number: 929625491

Contract I.D.: RC-CO97(130)--9A-97

County: Woodbury

KNOW ALL PERSONS BY THESE PRESENTS: That we, Godbersen-Smith Construction Company

of Ida Grove IA (hereinafter called the Principal) and Western Surety Company

of Chicago IL (hereinafter called the Surety) are held and firmly bound unto the Woodbury County (hereinafter called the Contracting Authority) Iowa, in the penal sum*

(Iowa DOT, County, or City name, etc.)
of One Million Four Hundred Forty-three Thousand Five Hundred Forty-eight & 84/100ths dollars (\$ 1,443,548.84), 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 on the _____ day of _____, _____ enter into a written contract with the Contracting Authority to perform PCC Pavement - New RC-CO97(130)--9A-97 work per the terms and specifications of the contract

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.

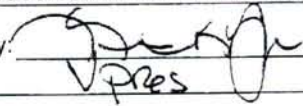
Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason 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. The 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 penalty 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, _____

By: _____
Principal

Godbersen-Smith Construction Company
By: 
Principal

By: _____
Title

Western Surety Company
By: _____
Surety

By: _____
Title

By: Nancy D. Baltutat
Nancy D. Baltutat, Attorney-in-Fact
Title

Address: _____

Address: 4200 University Ave #200, West Des Moines IA 50266

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

This bond approved by the _____ County, this _____ day of _____
(Board of Supervisors of) _____

Chairperson (Signature)

For contracts where the DOT nor a County Board of Supervisors is the Contracting Authority:

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

Title/Signature

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.

#14e

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: May 11, 2016

Weekly Agenda Date: May 17, 2016

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

WORDING FOR AGENDA ITEM: Consideration of approval of plans for project L-B(L212)—73-97

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: The county secondary road department has prepared plans for the replacement of bridge number L212 on Story Avenue southeast of Correctionville between 190th and 200th Streets. The current bridge is narrow and posted for less than legal loads.

BACKGROUND: This project will replace the existing county bridge with a new reinforced concrete box culvert. The project has been in the five year program with scheduled construction in 2016. Project plans are complete and Corps of Engineers permits have been received for the proposed new structure.

FINANCIAL IMPACT: This project is paid for local secondary road funds.

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 plans for project number L-B(L212)—73-97 for letting.

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the plans for project number L-B(L212)—73-97 for letting.

Approved by Board of Supervisors April 5, 2016.

#14f

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: May 11, 2016

Weekly Agenda Date: May 17, 2016

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

WORDING FOR AGENDA ITEM: **Consideration of consultant services contract for an interchange justification report**

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: Woodbury County is serving as the lead local government agency for the preparation of an interchange justification report to study the need for an additional Interstate 29 (I-29) interchange to serve industrial areas south of Sioux City. The county has signed a cost sharing agreement with the cities of Sioux City, Sergeant Bluff and Salix, along with the Iowa DOT and the Siouxland Initiative to conduct the study. The county has selected McClure Engineering Consultants (MEC) to lead the study effort and prepare the report for Iowa DOT and Federal Highway Administration (FHWA) review and approval. MEC has prepared a contract for the project work that is being presented to the board for approval.

BACKGROUND: The County has approved a cost sharing agreement with its partner governmental and private entities for this project. The County also has on record the Iowa DOT Cooperative Agreement 2015-16-260 outlining Iowa DOT financial participation in the project. Copies of city council action for governmental organizations are also in the project file for the study.

FINANCIAL IMPACT: The County is serving as the contracting agency with the consultant and will be reimbursed by its project partners according to an agreement signed January 27, 2015. Based on the Cost Sharing Agreement, which had a \$600,000 project estimate, the Iowa DOT share of the project cost is 1/3 of the cost up to \$200,000, with the estimated \$400,000 balance being split as follows: 10% Siouxland Initiative, 45% between the four cities, and 45% by the paid by 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 Agreement for Professional Consulting Services.

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the Agreement for Professional Consulting Services and authorize the Board Chair to sign said agreement.

Approved by Board of Supervisors April 5, 2016.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of *May*, 2016, by and between the WOODBURY COUNTY IOWA, hereinafter referred to as "County", and McClure Engineering Company, Sioux City, Iowa (Fed. I.D. #42-0982931), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE COUNTY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services, and Attachment 2, Area of Study.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 3. Any deviations from the Schedule shall be approved by the authorized County representative. The County agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the County agrees to pay the Consultant the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 4.

I.	Phases A, B, C, and E	\$ 416,799
II.	Phase D	\$ 231,610
	Total Fees	\$ 648,409

Approval of this agreement authorizes Consultant to proceed with Phases A, B, C, and E as outlined in Schedule of Fees set forth in Attachment 4. Before proceeding with Phase D, Environmental Documentation, Consultant will further refine the proposed fees based on information assembled in other phases. County will then provide authorization before Consultant proceeds with Phase D.

B. The Consultant shall invoice the County monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the County's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the County by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future County comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the County, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the County as an additional insured, and that it cannot be canceled or materially altered without giving the County at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the County as an additional insured, and that it cannot be cancelled or materially altered without giving the County at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide County written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE COUNTY:

Name: Woodbury County, Iowa
Attn: Mark Nahra, County Engineer
Address: 759 East Frontage Road
City, State: Merville, IA 51556

FOR THE CONSULTANT:

Name: McClure Engineering Company
Attn: Jeff Schug, Dir. Transportation
Address: 617 Pierce St., Suite 201
City, State: Sioux City, IA 51101

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the County. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not County employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any County payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the County in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the County, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the County.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The County's continuing obligations under this Agreement may be subject to appropriation of funding by the County Board of Supervisors. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the County's obligations under this Agreement, or if appropriated funding is not expended due to County spending limitations, the County may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the County shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the County acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the County which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the County that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the County further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the County unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized County representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the County representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the County; a reproducible set shall be delivered to the County at no additional cost to the County upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Woodbury County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on County and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the County at the time of commencing such services without the written consent of the County.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the County to suspend this Agreement at any time. Such suspension may be effected by the County giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the County for services performed to the date established in the suspension notice. Should the County reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the County may terminate the Agreement at any time if it is found that reasons beyond the control of either the County or Consultant make it impossible or against the County's interest to complete the Agreement. In such case, the Consultant shall have no claims against the County except for the value of the work performed up to the date the Agreement is terminated.
- C. The County may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the County may give ten (10) days written notice to the Consultant of the County's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the County may take possession of any work and may complete any work by whatever means the County may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the County has violated any material term or condition of this Agreement. In the event of such default by the County, the Consultant shall give ten (10) days written notice to the County of the Consultant's intent to terminate the Agreement. County shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the County certificates as required to permit the County to make application for refunds of said sales and use taxes as applicable. The County is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

WOODBURY COUNTY, IOWA

BY: _____
Jeff Schug Dir. Transportation Services

BY: _____
Jeremy Taylor, Chair, Board of Supervisors

#15a

**May 10, 2016 — MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS AS TRUSTEES
CREEK DRAINAGE DISTRICT IN WOODBURY COUNTY**

The Board of Supervisors met on Tuesday, May 10, 2016 as Trustees for Wolf Creek Drainage District in Woodbury County. Board members present were Clausen, Monson, Smith, and Ung; Taylor was absent. Staff members present were Karen James, Board Administrative Coordinator, Joshua Widman, Assistant County Attorney, Mark Nahra, County Engineer's Office, Dennis Butler, Finance/Operations Controller and Jean Jessen, Deputy Auditor/Clerk to the Board.

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

Motion by Clausen second by Monson to receive the report of the drainage engineer for the Wolf Creek Drainage District. Carried 4-0. Copy filed.

Motion by Monson second by Smith to schedule a hearing for presenting results of the report to Wolf Creek and Weber Creek Drainage District landowners. Carried 4-0. Copy filed.

Motion by Clausen second by Monson to approve the agreement with ISG for watchman services for 2016 and 2017. Carried 4-0. Copy filed.

The Wolf Creek Drainage District meeting was adjourned.

#156

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

Date: May 11, 2016

Weekly Agenda Date: May 17, 2016

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

WORDING FOR AGENDA ITEM: Wolf Creek Drainage District Trustees Meeting: Request for repair work

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: Consideration of request for repair to drainage district improvements in the Wolf Creek Drainage District

BACKGROUND: Work in drainage districts is subject to the approval of the Board of Supervisors acting as trustees for the drainage district. Complainant has reported damage to the stream bank and spoil dike on the west side of the Wolf Creek waterway upstream of the Hancock Avenue Bridge. He is requesting that the drainage district make repairs to the embankment. The complainant noted that the breach in the bank at his farm threatens his property if flood waters exceed the elevation of the damaged dike

FINANCIAL IMPACT: Repair costs will be levied against properties within the Wolf Creek Drainage district. The expected total price of the repair is around \$1,200.

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: Assign follow-up to the work to the Woodbury County Engineer. Allow the county engineer to negotiate the cost of the repair with a contractor who is already on site doing other work for the landowner. The contractor who did bid work for the trustees is currently on the landowner's property doing other repair work.

ACTION REQUIRED / PROPOSED MOTION: Motion will be based on board discussion.

Approved by Board of Supervisors April 5, 2016.

**WOODBURY COUNTY
DRAINAGE DISTRICT WORK REQUEST FORM**

Return form to:

WOODBURY COUNTY BOARD OF SUPERVISORS
620 DOUGLAS STREET
SIOUX CITY, IA 51101

REQUEST NO. _____

Drainage District of Complaint: WOLF CREEK		
Requested by: LLOYD TRESHAM	Date: 5-10-16	Home Phone Number: 712-870-1659
Address: 100 5th AVE		Cell Phone Number: 712-870-1659
City, State, Zip Code: HORNICK, IA		Landowner or Tenant (Circle one) <input checked="" type="radio"/> Landowner <input type="radio"/> Tenant
Location of Property (Township, Section, Range and Quarter Section) SEC 1 WILLOW		
Nature of Complaint: Hole in south bank of Wolf Creek ~75' upstream of Hancock Avenue Bridge		
Landowner/Tenant Signature: <i>Lloyd Tresham</i>	Date: 5-10-16	Received By: <i>Mark J. Nelson</i>
Date Presented to Board: 5/17/2014	Assigned to:	Date Assigned:
Disposal of complaint:		

Drainage District Maintenance Requests:

- 1) Requests for maintenance work within drainage districts which are managed by the Woodbury County Board of Supervisors as trustees shall be filed on a form available at the Board of Supervisors office. The requests shall be signed by the complainant and contact information provided for setting up an appointment to view the maintenance issue. Requests for work will be considered at the next scheduled board agenda at which time the Board shall go into session as trustees of the drainage district in question.

- 2) The Board will receive a recommendation from the county engineer on whether or not to hire a consulting drainage engineer for necessary engineering work in response to a request for maintenance. This decision on whether to hire a consulting engineer will be based on the county engineer's recommendation. Work will be assigned to the secondary road department, if departmental work load allows, or to a drainage engineering consultant to review the site with the complainant. The county engineer or drainage engineering consultant, either of which is hereinafter referred to as the drainage engineer, will contact the complainant and review the location that is the subject of the maintenance request. Photographs of the damage will be taken. A survey of the damage will be done if deemed necessary by the drainage engineer. A report with recommendations for repair work will be filed with the Board of Supervisors for their consideration. Costs for consulting engineers to perform the work of the drainage engineer will be billed to the drainage district in which the complaint is made as part of that districts annual assessment.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

#16a

Date: May 12, 2016

Weekly Agenda Date: May 17, 2016

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

WORDING FOR AGENDA ITEM: Approval of lifting tax suspension for C. G.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: Please lift the tax suspension for C. G. as this property has been sold.

BACKGROUND:

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the lifting of the tax suspension for C. H.

Approved by Board of Supervisors April 5, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RECOMMENDATION

#16b

Date: May 12, 2016

Weekly Agenda Date: May 17, 2016

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

WORDING FOR AGENDA ITEM: Approval of appointment of Mark Monson to the Community Action Agency of Siouxland Board of Directors

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: Mark Monson's term on the Community Action Agency of Siouxland Board of Directors expired on March 31, 2016.

BACKGROUND:

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION: It is the recommendation of Jean Logan, Executive Director of CAAS to reappoint Mark Monson.

ACTION REQUIRED / PROPOSED MOTION:

#16C

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

A RESOLUTION THANKING AND COMMENDING

Mark Peterson

FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, Mark Peterson has capably served Woodbury County as an employee of the Woodbury County Conservation Department for 26 years from July 1, 1990 to June 30, 2016; and

WHEREAS, the service given by Mark Peterson as a Woodbury County employee, has been characterized by his dedication to the best interests of the citizens of Woodbury County; and

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

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

BE IT SO RESOLVED this 17th day of May, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS

Jeremy J. Taylor, Chairman

Jaclyn D. Smith, Member

Larry D. Clausen, Member

Mark A. Monson, Member

Matthew A. Ung, Member

Attest:

Patrick F. Gill, Woodbury County Auditor

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

A RESOLUTION THANKING AND COMMENDING

Rose Griffith

FOR HER SERVICE TO WOODBURY COUNTY

WHEREAS, Rose Griffith has capably served Woodbury County as an employee of the Woodbury County Sheriff's Office for 19 years from January 13, 1997 to June 30, 2016; and

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

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

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

BE IT SO RESOLVED this 17th day of May, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS

Jeremy J. Taylor, Chairman

Jaclyn D. Smith, Member

Larry D. Clausen, Member

Mark A. Monson, Member

Matthew A. Ung, Member

Attest:

Patrick F. Gill, Woodbury County Auditor

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REG

#16d

Date: May 12, 2016

Weekly Agenda Date: May 17, 2017

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

WORDING FOR AGENDA ITEM: Discussion on "Bank Qualified" Bonds

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: This agenda item is to discuss and clarify "Bank Qualified" Bonds or Loans. The discussion will also give a status report for "Bank Qualified" Bonds or loans for calendar year 2016.

BACKGROUND:

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:

ACTION REQUIRED / PROPOSED MOTION:



Woodbury County Board of Supervisors

Courthouse • Room 104
620 Douglas Street • Sioux City, Iowa 51101
Telephone (712) 279-6525 • Fax (712) 279-6577

MEMBERS

LARRY D. CLAUSEN
SIOUX CITY

MARK A. MONSON
SERGEANT BLUFF

JACLYN D. SMITH
SIOUX CITY

MATTHEW A. UNG
SIOUX CITY

JEREMY J. TAYLOR
SIOUX CITY

BOARD ADMINISTRATIVE COORDINATOR
KAREN JAMES

EXECUTIVE SECRETARY / PUBLIC BIDDER
HEATHER SATTERWHITE

To: Woodbury County Board of Supervisors

From: Dennis D. Butler, Finance/Operations Controller

Date: May 11, 2016

RE: "Bank Qualified" Bonds for 2016

Following is a re-cap of the status of Woodbury County's "Bank Qualified" bonds for calendar year 2016.

Limit for Calendar Year 2016	\$10,000,000
Less:	
Woodbury County – Capital Improvements (2016)	-1,892,000
Loan is for 5 Years at an interest rate of 1.19%	
Woodbury County – Three TIF Projects:	
(1) CF Entrance (Rise Grant)	-158,000
(2) New Port Neal Circle Road	-800,000
(3) Dogwood Trail – Sergeant Bluff	<u>-801,000</u>
Balance Un-allocated "Bank Qualified" bonds	\$ 6,349,000

Bonds Issued Under Chapter 419 of the Code of Iowa.

Authority of County to Issue Revenue Bonds

The County is authorized pursuant to Chapter 419.2 of the Code of Iowa to issue revenue bonds for a project within, or within eight miles, of its boundaries for the purpose of defraying the cost of any "project" as defined at Section 419.1(12) of the Code. The proceeds of the bonds resulting from the purchase of the bonds by bondholders are in turn loaned to the Borrower. These types of bonds are commonly referred to as "conduit" bonds because the County acts as a conduit between the purchasers and the Borrower. The proceeds of the sale of the bonds are then loaned to the Borrower pursuant a Loan Agreement pursuant to which the Borrower agrees to make payments pursuant to the Loan Agreement corresponding to the payments on the bonds.

Revenue Bonds Cannot be Constitutional Debt of the Issuing County

The County is not liable for repaying the bonds and the bonds are payable only from the amounts paid by the Borrower under the Loan Agreement. In fact, bonds issued pursuant to Chapter 419 are statutorily prohibited from being debt of the County within any state constitutional provision. Chapter 419 of the Code provides statutory protection to the County in Section 419.3, which reads:

"The principle and interest on such bonds shall be payable solely out of the revenues derived from the project to be financed by the bonds... bonds... issued under the authority of this chapter shall never constitute an indebtedness of the County, within the meaning of any state constitutional provision or statutory limitation, and shall not constitute nor give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers. Such limitation shall be plainly stated on the face of each such bond."

The documents providing for the loan from the County to the Borrower, the bond itself, and the authorizing proceedings for the bonds will clearly state the language of Chapter 419.3 in order that the Bank remains on notice that the bonds shall not constitute debt of the County.

Bank – Qualification

The County will designate the bonds as bank-qualified. Section 265 of the Internal Revenue Code provides a governmental issuer may issue up to \$10,000,000 each calendar year. Any debt issued by the

Procedures for Issuing Revenue Debt Pursuant to Chapter 419

A resolution to be considered by the Board of Supervisors at a regular meeting would set forth the intent to publish a notice and set a public hearing on the proposal to issue bonds. The notice of the public hearing would be published at least once not less than fifteen (15) days prior to the date of the public hearing as set forth in Section 419.9 of the Code of Iowa. A subsequent meeting of the Board of Supervisors would provide for considering the action of the hearing, consider the adoption of a resolution authorizing the issuance of the bonds and authorizing the Chairperson and the County Auditor to execute a loan agreement, offering documents, bonds, and closing certificates.

#17a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REC

Date: 05/11/2016

Weekly Agenda Date: 05/17/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: County Auditor – Jean Jessen

WORDING FOR AGENDA ITEM: Discuss and Approve the 2015 Business Property Tax Credits payable 2016/2017 allowed by the City Assessor

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: Due to the number of applications (33), they will be printed & in the Auditor's Office for review.

BACKGROUND: The Business Property Tax Credits are filed with the appropriate Assessor's office. Each Assessor either allows or disallows the credit per Iowa Code Section 426C.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION: Approval

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the 2015 Business Property Tax Credits payable 2016/2017 allowed by the City Assessor.

Approved by Board of Supervisors April 5, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

#176

Date: 05/11/2016

Weekly Agenda Date: 05/17/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: County Auditor – Jean Jessen

WORDING FOR AGENDA ITEM: Discuss and Approve the 2015 Business Property Tax Credits payable 2016/2017 disallowed by the City Assessor

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: Due to the number of applications (9), they will be printed & in the Auditor's Office for review.

BACKGROUND: The Business Property Tax Credits are filed with the appropriate Assessor's office. Each Assessor either allows or disallows the credit per Iowa Code Section 426C.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION: Approval

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the 2015 Business Property Tax Credits payable 2016/2017 disallowed by the City Assessor.

Approved by Board of Supervisors April 5, 2016.

2015 DISALLOWED BPTC APPLICATIONS

05/04/2016

GIS	CONTACT	MAILING ADDRESS 1	MAILING ADDRESS 2	CITY	ST	ZIP	PROPERTY ADDRESS	REASON
884705141007	Lakeside Management LLC	email: scott@lakesiderents.com	PO Box 1220	No. Sioux City	SD	57049	1915 S Cedar St.	Residential
884706426010	Lakeside Management LLC	email: scott@lakesiderents.com	PO Box 1220	No. Sioux City	SD	57049	2546 S St Aubin St.	Residential
894709384004	Lakeside Management LLC	email: scott@lakesiderents.com	PO Box 1220	No. Sioux City	SD	57049	3712 Nebraska St.	Residential
894716328013	Lakeside Management LLC	email: scott@lakesiderents.com	PO Box 1220	No. Sioux City	SD	57049	3218 Jackson St.	Residential
894716328015	Lakeside Management LLC	email: scott@lakesiderents.com	PO Box 1220	No. Sioux City	SD	57049	3210 Jackson St.	Residential
894716381009	Lakeside Management LLC	email: scott@lakesiderents.com	PO Box 1220	No. Sioux City	SD	57049	2919 Jones St.	Residential
894716381010	Lakeside Management LLC	email: scott@lakesiderents.com	PO Box 1220	No. Sioux City	SD	57049	2917 Jones St.	Residential
894717432013	Lakeside Management LLC	email: scott@lakesiderents.com	PO Box 1220	No. Sioux City	SD	57049	3169 Dearborn Blvd.	Residential
894720179037	Lakeside Management LLC	email: scott@lakesiderents.com	PO Box 1220	No. Sioux City	SD	57049	2223 Isabella St.	Residential
894720339012	Lakeside Management LLC	email: scott@lakesiderents.com	PO Box 1220	No. Sioux City	SD	57049	1703 Myrtle St.	Residential
894721202029	Lakeside Management LLC	email: scott@lakesiderents.com	PO Box 1220	No. Sioux City	SD	57049	1037 Hill Ave.	Residential
884704376605	Ricke Enterprises, LLC	eric.ricke@edwardjones.com	2280 180th St.	Lawton	IA	51030	6161 1/2 Morningside Ave.	Applicant not Deed Holder
884704376010	Ricke Enterprises, LLC	eric.ricke@edwardjones.com	2280 180th St.	Lawton	IA	51030	6161 1/2 Morningside Ave.	Applicant not Deed Holder
884718101015	Kelly Dornon-Heimsoth	dornonk@gmail.com	3310 Line Dr.	Sioux City	IA	51106	3310 Line Dr.	Applicant not Deed Holder
894729239013	GMCV, LLC	gtsiobanos@aol.com	2024 Ravens Ct.	Sioux City	IA	51104	513 W 8th St	Residential
894729239005	GMCV, LLC	gtsiobanos@aol.com	2024 Ravens Ct.	Sioux City	IA	51104	806 Main St.	Residential

2015 DISALLOWED BPTC APPLICATIONS

05/04/2016

GIS	CONTACT	MAILING ADDRESS 1	MAILING ADDRESS 2	CITY	ST	ZIP	PROPERTY ADDRESS	REASON
894728162007	FEH Realty LLC	judyb@fehdesign.com	701 Pierce St., Ste 100	Sioux City	IA	51101	805/807 Pierce St.	Applicant not Deed Holder
894728162008	FEH Realty LLC	judyb@fehdesign.com	701 Pierce St., Ste 100	Sioux City	IA	51101	419 8th St.	Parcel already has BPTC
884719100003	Old Dominion Freight Line	zachary.homyk@ryan.com					4840 Harbor Dr.	Applicant not Deed Holder
894728251001	Ignacio Cobian	321 1st Ave.		Lemars	IA	51031	800 10th St.	Multi-Family
894715479001	Robert Merchant	2908 Morgan St.		Sioux City	IA	51104	2930 Robinson St.	Duplicate Application for 2015 Assessment Year
894715479002	Robert Merchant	2908 Morgan St.		Sioux City	IA	51104	2924 Robinson St.	Duplicate Application for 2015 Assessment Year
894715479003	Robert Merchant	2908 Morgan St.		Sioux City	IA	51104	2928 Robinson St.	Duplicate Application for 2015 Assessment Year

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

#17c

Date: 05/11/2016

Weekly Agenda Date: 05/17/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: County Auditor - Jean Jessen

WORDING FOR AGENDA ITEM: Discuss and Approve the 2015 Business Property Tax Credits payable 2016/2017 allowed by the County Assessor

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: Due to number of applications (119), they will be printed & in the Auditor's Office for review.

BACKGROUND: The Business Property Tax Credits are filed with the appropriate Assessor's office. Each Assessor either allows or disallows the credit per Iowa Code Section 426C.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION: Approval

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the 2015 Business Property Tax Credits payable 2016/2017 allowed by the County Assessor.

Approved by Board of Supervisors April 5, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

#18a

Date: May 10th, 2016

Weekly Agenda Date: May 17th, 2016

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

WORDING FOR AGENDA ITEM: Courtroom #203 Emergency Repair- 60' High Lift Rental

ACTION REQUIRED:

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

EXECUTIVE SUMMARY: 60' High-Lift is required to conduct repairs to Courtroom #203.

BACKGROUND: Emergency repair work has begun on Courtroom #203. A high-lift is necessary to complete work throughout the project. Duration of use is based on a 3-month estimate. Monthly rental fee is \$2,300.00. Delivery & pick-up fees are- \$90.00 for delivery & \$90.00 for pick-up (each occurrence).

FINANCIAL IMPACT: \$7,080.00 (Courthouse Exterior Façade & Windows 2016 CIP)

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

Yes No

RECOMMENDATION: Approve 3-months rental with Bierschbach Equipment & Supply @ \$2,300.00 Monthly & Delivery/ Pick-up Fees @ \$180.00.

ACTION REQUIRED / PROPOSED MOTION: Motion to approve rental contract with Bierschbach Equipment & Supply

Approved by Board of Supervisors April 5, 2016.



BIERSCHBACH EQUIPMENT & SUPPLY

Sioux Falls, SD (605) 332-4456 Rapid City, SD (605) 348-6440 Sioux City, IA (712) 252-0640 Fargo, ND (701) 492-0855 Dickinson, ND (701) 483-3184

REMIT TO: P.O. Box 1444 · Sioux Falls, SD 57101-1444



A0577326

RENTED TO: WOODBURY COUNTY BUILDING SVCS
ATTN: KENNY SCHMITZ
620 DOUGLAS ST
SIOUX CITY, IA 51101

RENTAL

Date 5/06/2016	Invoice No.
Customer Order No. KENNY	Shipped Via DELIVERED BY BE&S
Ordered By KENNY SCHMITZ	Date Shipped 5/02/2016
Contract Written By KENT MONKELIEN	Job No.
Account No. 015846	Contract No. 074749
Period 5/02/2016	

SHIP TO: WOODBURY COUNTY COURTHOUSE

Phone #: 712-279-6539

QTY	Description	Rental Rates				Extended Price	
		Minimum	Daily	Weekly	4 Week		
1	FRF FRF 24268 MEC 60J D60' BOOM LIFT	290.00	290.00	870.00	2,300.00		
<p>Customer Responsibility: Insurance, Daily Service & Cleaning, Lubrication, Battery, Flat or Damaged Tires, Refueling Tank, Damage to Equipment, All Oils & Filters, Daily Inspections and Proper Training Before Use</p>							
<p>Lessee has been afforded an opportunity to carefully inspect and test the equipment being rented. Lessee additionally acknowledges that it has been given the right to further inspect and test any equipment prior to leaving the premises. Upon lessee's removing the equipment from the premises of the lessor, or upon the lessee's accepting delivery of the equipment from the lessor, it shall be conclusively presumed that lessee has, in fact, examined the equipment, has found it to be in good working order, and ACCEPTS THE EQUIPMENT IN AN "AS IS" CONDITION.</p> <p>The undersigned acknowledges he is fully familiar with the equipment listed above. The undersigned fully understands the operating instructions, which have been pointed out, and is aware of the limitations of the equipment. The undersigned will point out the operating instructions and limitations to anyone else prior to their operating this equipment.</p> <p>Terms: Net 10TH PROX</p>		Delivery Charge		Pickup Charge		Total Freight	
		Time Out	8:00	Time In		Sales Tax	
		Checked Out By		Checked In By		Invoice Total	
		<p>I agree to abide by the terms shown on this agreement, including conditions on reverse side, and have read or have been given the opportunity to read them. I also have inspected the equipment or been given the opportunity to inspect it, understand the operating procedure, and find it in no way to be defective or in other than good working order and accept it in and "as is" condition.</p> <p>Received By</p>					
		<p>An interest charge of 2% per month (24% per year) will be added to past due accounts (\$5 minimum interest charge per month).</p>					

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

#18b

Date: May 12th, 2016

Weekly Agenda Date: May 17th, 2016

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

WORDING FOR AGENDA ITEM: Woodbury County Courthouse Courtroom #203 Emergency Repair

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: Due to the work complexity & multiple contractor performances required a General Contractor is necessary to provide oversight of the Emergency Repair Project at Courtroom #203. The Historical Committee discussed the Courthouse Emergency Repairs and relative avenues of moving forward as quickly as possible. It was deemed that utilizing one contractor or a General Contractor would be the best approach (Historical Committee Minutes 4/13/2016).

BACKGROUND: CMBA Architects was approved to conduct a study of all Courtroom areas to determine what is taking place & report findings on façade movements. CMBA Architects in conjunction with FEH Architects has performed an examination of the Courthouse Windows & in summary has provided a letter to the Board of Supervisors (attached) dated April 8th. It was deemed an Emergency Project to repair Courtroom #203 by the Board of Supervisors. A General Contractor working in conjunction with CMBA Architects will determine project scope of repair needs during process, multiple sub-contractor selections, & project oversight.

As this project is an emergency there is currently work in progress being orchestrated by the Baker Group of Des Moines, Iowa. A 60' High-Lift Rental has been initiated and delivered by Biershbach Equipment. Alloy Specialty of Omaha, NE has been contacted and conducted, testing & analysis of existing interior/ exterior surfaces relative to paint material compositions. Bogenrief Studios per window restoration contract is in the process of removing the stained glass leaded windows. Erik Raker, of Raker & Rhodes Engineering (structural engineer) has visited the site to provide structural repair recommendations. A contractor to provide window mullion repair and restoration has been selected per recommendation of FEH Architects (Ed Storm). Additional restoration contractors have been contacted in the event there is a need to change course and enlist services of a different contractor. Haberl Tile & Stone has been contacted about marble repair. Scott Haberl has visited the site and is currently searching for a match to the existing marble. All necessary historical work will be synchronized with the National Park Service approval & documentation thereof, per the Woodbury County Courthouse Save Americas Treasures Conservation Easement Agreement Dated March 18th, 2004.

FINANCIAL IMPACT: \$97,013.00 (CIP 2017)

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: Assign Baker Group of Des Moines, Iowa as General Contractor for Emergency Project.

ACTION REQUIRED / PROPOSED MOTION: Motion to approve Baker Group Contract dated May 4th, 2016

Approved by Board of Supervisors April 5, 2016.



Date: May 4, 2016

Kenny Schmitz
Buildings Superintendent
Woodbury County
620 Douglas Street
Sioux City, IA 51101

Subject: Woodbury County Court House, Second Floor South East Court Room (#203) Window Rebuild

Dear Mr. Schmitz:

For and in consideration of Ninety Seven Thousand Thirteen Dollars (\$97,013.00) Baker Group agrees to be the County's General Contractor and to serve as the owner's representative and project manager for the above project. All work is to be done in accordance with the letter of description provided to Baker Group by owners design team, Cannon Moss Brygger Architects of Sioux City, Iowa dated April 27, 2016 and signed by their representative Terry Glade. This agreement provides for all work on the project except for the specialty window refurbishing work provided under separate contract by the contractor referred to as Bogenrief. All work to be completed for this project will be coordinated, monitored, scheduled and managed by a Baker Group representative. All work will be verified by Baker Group in conjunction with the Design Team as being properly implemented. Any interruption to the Court Room functions, as well as any other County Departmental work in the Court House, will be conveyed to the Court Administrator and Department Heads prior to such events.

It is understood by all parties that this project has been designated by the Woodbury County Board of Supervisors to be an emergency situation and will not be bid out as typically required under Iowa Code Chapter 26 bid laws. Professional Design firms will be utilized by Woodbury County and will be contracted directly to the County. Baker Group will work in conjunction with those Design firms and will follow their design criteria. Any changes needed will done under consultation with the respective design team and any change order needed will be submitted to the Board of Supervisors for approval.

GENERAL

1. Baker Group agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The customer will provide reasonable access to all areas and equipment, and will allow Baker Group to stop and start equipment as may be necessary to fulfill the terms of the project.
3. All work will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday.
4. The customer will promptly pay invoices upon approval by Board of Supervisors. Should a payment become thirty (30) days or more delinquent, Baker Group may stop all work under this project without notice and/or cancel this project, and the entire project amount shall become due and payable immediately upon demand.
5. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Baker Group on behalf of the customer whether such tax shall be local, state, or federal in nature.
6. Any legal action relating to this agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
7. This Proposal valid for a period of 60 days after issuance.

8. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding \$2000.

LIMITATIONS OF LIABILITY AND INDEMNITIES

1. Baker Group will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of God, or any other cause beyond Baker Group's reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Baker Group or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty expressed or other liability is given and no other affirmation of Baker Group, by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other express or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Baker Group.
4. Baker Group warrants materials only to the extent and for the time period said materials are warranted to Baker Group by the manufacturer(s) of the same. Baker Group's liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Baker Group.

Baker Group:

Customer:

Proposed By _____

APPROVED BY: _____

Name: _____

Name: _____

Print

Print

TITLE: _____

Title: _____

Date: _____

Date: _____



PROJECT TERMS AND CONDITIONS

Historical Committee Minutes

4/13/2016

2:00 PM

Old Board Room

Attending:

Ed Storm, Jim Jung, Terry Glade, Kenny Schmitz, Shane Albrecht

Minutes:

Jeremy Taylor was appointed as chairman and Pat Gill was appointed as committee recorder by unanimous consent.

Window report provided Cannon Moss Brygger and FEH was discussed.

It was recommended that the committee report to the Board of Supervisors that the windows in the southeast courtroom are in need of emergency repair.

A discussion took place on the process to build a team to deal repair the windows.

It was noted that the National Park Service will need to be notified.

At the April 19th Board meeting, a letter will be presented to the recommending the Board declare that the windows of the southeast courtroom are in need of emergency repair and a resolution will need to be passed.

At the April 26th meeting, a contract for design and construction administration with Cannon Moss Brygger will be presented for Board approval.

It was recommended that the Baker group will prepare a contract to be the general contractor after a group of subcontractors are put together in order for work to commence the second week of May.

There was limited discussion on the manner of which windows and terra cotta are stored in the basement and the need to paint rooms in the original courthouse colors.



THINKING AHEAD

May 12, 2016

Kenny Schmitz
Buildings Superintendent
Woodbury County
620 Douglas Street
Sioux City, IA 51101

Re: Baker Mechanical, Inc. dba Baker Group
Des Moines, Iowa
Project: Woodbury County Court House, Second Floor South East Court Room (#203) Window Rebuild

Dear Kenny,

Baker Mechanical, Inc. dba Baker Group is a highly regarded and valued client of Holmes, Murphy and Associates, LLC. We have had the privilege of providing their bonds for several years, and have surety credit established with Liberty Mutual Insurance Company of Boston, Massachusetts who is rated A (Excellent), FSC XV by the A.M Best Company and are listed in the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

The financial and management capabilities of Baker Mechanical, Inc. dba Baker Group have allowed them to bond any project they have chosen to undertake and we have routinely supported individual projects in the \$40,000,000 range with aggregate work programs in excess of \$100,000,000. Larger parameters would certainly be given favorable consideration when supported by positive details. Baker Mechanical, Inc. dba Baker Group has an excellent reputation in the construction industry, and we have never had any complaints related to their performance.

In regards to any upcoming projects, we would anticipate no problems in providing bonds as required. Naturally, the execution of any bonds would be subject to review of the contract terms and conditions by us and our client as well as normal underwriting procedures at the time the bond is required.

If you need any further information concerning this fine contractor, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig E. Hansen'.

Craig E. Hansen
Senior Vice President

CEH/sv

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

#18C

Date: May 11th, 2016

Weekly Agenda Date: May 17th, 2016

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

WORDING FOR AGENDA ITEM: Emergency Project Courtroom Repair- Interior/ Exterior Surface Analysis

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: Alloy Specialty of Omaha Ne, services has been utilized.

BACKGROUND: Testing and analysis of interior & exterior surface services are required as part of the Courthouse Emergency Repair Project.

FINANCIAL IMPACT: \$835.00 (Courthouse Windows & Façade 2016 CIP)

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

Yes No

RECOMMENDATION: Approve Surface Analysis & Testing by Alloy Specialty

ACTION REQUIRED / PROPOSED MOTION: Approve Alloy Specialty Expenditures

Approved by Board of Supervisors April 5, 2016.



CONSULTING SERVICES PROPOSAL

P16014

The parties to this agreement are the following:

Consultant:	Alloy Specialty 5850 Weninghoff Road Omaha, NE 68134	Client: Woodbury County 620 Douglas Street Sioux City, IA 51101
--------------------	--	--

Lead-based Paint Identification at the Woodbury County Courthouse in Sioux City, IA

The services summarized in this section will be performed at the Site. CONSULTANT will conduct lead-based paint identification assessment, per the Iowa Department of Public Health's Code, for the scheduled and phased renovation work to be completed at the Courthouse.

XRF is a non-destructive analytical technique used to determine the elemental composition of materials. XRF analyzers determine the chemistry of a sample by measuring the fluorescent (or secondary) x-ray emitted from a sample when it is excited by a primary x-ray source. Each of the elements present in a sample produces a set of characteristic fluorescent x-rays ("a fingerprint") that is unique for that specific element, which is why XRF spectroscopy is an excellent technology for qualitative and quantitative analysis of material composition in this case lead in paint. Advantages of an XRF

- No inconclusive readings
- No need for substrate correction
- No false positive/false negative reading
- Instant results

FEES & EXPENSES:

The consultant's fee for the above services is based upon the enclosed proposal. Future payments will be made upon completion of this assignment, or in exchange for the documents provided. \$ 835.00

This estimate is based on conditions gathered in limited conversations about the conditions of the subject property. If property conditions are not typical as presented or the scope of work requires alteration, the client will be contacted and price renegotiated. Expenses will be reimbursed upon receipt of the invoice.

Signed under seal this _____ day of _____, 2016.

Darwin D. Rohde
Environmental Professional
Alloy Specialty
Consultant

Woodbury County
620 Douglas Street
Sioux City, IA 51101
Client

402-

5850 Weninghoff Road
Omaha, NE 68134
Phone (402) 571-8833
Fax (402) 571-7900

520 Nebraska Avenue, Ste 520
Sioux City, IA 51101
Phone (712) 388-8833
Fax (402) 571-7900

alloyspecialty@email.com

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

#18d

Date: May 12, 2016

Weekly Agenda Date: May 17th, 2016

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

WORDING FOR AGENDA ITEM: Woodbury County HVAC Control Head System

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: Woodbury County Front-end HVAC Alerton Automation System Control Panels are in need of replacement. Upgrading to the latest version & adding a single point of use monitoring station.

BACKGROUND: Current Allerton building automation system control panel is outdated, in some instances non-functioning, does not provide accessibility, & is not user friendly. The upgrade will also provide detailed graphics for different buildings which is not available with the current control system. This portion of an HVAC system is a first step to unify separate building control panels which when updated separately allows the ability to monitor and control from one specific location.

FINANCIAL IMPACT: Star Control: \$35,259.00 (Courthouse HVAC Upgrade 2016 CIP)

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

Yes No

RECOMMENDATION: Approve Alerton System Upgrade Proposal by Star Control.

ACTION REQUIRED / PROPOSED MOTION: Motion to Approve Star Control Proposal Dated May 9th, 2016

Approved by Board of Supervisors April 5, 2016.



May 9, 2016

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

RE: Alerton System Upgrade

Mr. Kenny Schmitz:

Star Control shall provide the following hardware, software and services to upgrade the outdated Alerton Ibox system to the Alerton BACtalk system. All Ibox unitary controllers shall remain in service and their points shall be integrated to BACnet.

- BACnet control modules that will replace the Ibox Apex controller, BCM-PWS supplies power to the other BCM modules, The BCM-ETH is used to allow information to be transmitted over your local area network just like your computers does, the BCM-TUX translates the Ibox Language to the BACtalk language or protocol. When they developed the BACnet open protocol (language) the idea was for all manufacturers to speak the same language instead of each manufacturer speaking its own language by doing this each manufacturer would allow each other to extract information from each other without the use of a translator or we call them gateways. For instance Ibox is speaking French and the ASHRAE standard is speaking English the BCM-TUX translates french to English.
- Honeywell Webs Jace, this device allows interfacing via WEB pages that will allow maintenance personnel to adjust set points, monitoring of parameters of the system, alarm reporting, remote connections and allow personnel to record any point (fan status, space temperature, supply air temperature and outside air temperature)
- Workstation to be located in the Eagles club, personnel computer
- Programming
- Integration of the Ibox points (French) to BACnet points (English), convert proprietary Ibox point to BACnet open communication protocol ASHRAE standard 135-2012
- Training for maintenance personnel to view trend logs, change set points, setup schedules, view and recognize system parameters issues
- Develop new graphics for the Honeywell Webs Jace; the graphics will be developed with architecture drawings of the building, these drawings will be used to locate equipment and define the areas they serve, in these areas of the drawing there will be a labeled button that will launch a text and graphic for that particular piece of equipment. The text page consists of text values for example space temperature, space set-point, cooling lockout, heating lockout, fan status, damper positions and so on. The graphic page will consist of a picture or diagram of the equipment which will show fans turning or dampers in the position they are in also most of the values on the text page will also be on the graphic page, however this also depends on the type of equipment used.
- Setup web supervisor software, this is used for supervision of different sites back to one location and data storage from those sites. Data storage will consist of trend logs which are values like space temperatures, discharge air temperatures, fan statuses, outside air temperatures, damper positions and so on. Trend loges are good tools for maintenance personnel to see what is happening with the system in real time. Alarm logging and notification are typically setup for logging are typically pump alarms, fan alarms and out of range space temperatures. Alarms are generated if a fan or pump that are required to run and they do not prove operation they will go into alarm then generate an alarm at the operator

Star Control • 1800 11th Street • Sioux City, IA 51101
P: 712.252.3007 F: 712.252.2410



workstation to notify maintenance personnel of a problem so they can check into problem before it becomes an emergency and comfort issue.

- Bond is included

Your investment: **\$35,259.00**

Exclusions:

- Any Ibcx unitary controllers to remain in service
- Any controllers that are not connected to the Alerton building automation system
- Local area network settings to allow remote connections

Accepted By: _____

Date: _____

Sincerely,

Kevin Welty
Star Control
Phone: 712-252-3007

**BUSINESS INSURORS OF IOWA
916 GRANDVIEW BLVD
SIOUX CITY, IA 51101
712-252-0218**

May 6, 2016

Board of Supervisors
Woodbury County, Iowa

We have been contact by C. W. Suter & Sons, Inc./Star Control regarding the possibility of obtaining a payment and performance bond in the amount of \$34,944, for the Woodbury County Alerton BACtalk upgrade job. We have been authorized to issue the required bonds when/if the contract is awarded to C. W. Suter & Son/Star Control.

Please feel free to contact me if you have any questions.

Yours truly,


Robert E. Scott

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST



Date: May 12, 2016

Weekly Agenda Date: May 17th, 2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: <u>Kenny Schmitz, Building Services Director</u>		
WORDING FOR AGENDA ITEM: Woodbury County HVAC Front-End Control		
ACTION REQUIRED:		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input checked="" type="checkbox"/>

EXECUTIVE SUMMARY: Woodbury County Front-end HVAC Alerton Automation & work-station are outdated and in need of upgrading to the latest version & a single point of use control workstation.

BACKGROUND: Current Alerton building automation system control panel is outdated, in some instances non-functioning, does not provide accessibility, & is not user friendly. The upgrade will also provide detailed graphics for different buildings which is not available with the current control system. This portion of an HVAC system is a first step to unify separate building control panels which when updated separately allows the ability to monitor and control from one specific location.

Baker Group would work in conjunction with Star Control to meet the long range HVAC plan for the County. Design components & implementation of graphics, verify installation & control sequences, verify associated work station & parts are functioning per Star Control proposal and per County's plan. Verify payments and change orders as they arise.

FINANCIAL IMPACT: \$5,250.00 (2016 CIP HVAC Upgrade)

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 contract & Upgrade Alerton HVAC Front-End System

ACTION REQUIRED / PROPOSED MOTION: Motion to approve Baker Group Contract

Approved by Board of Supervisors April 5, 2016.

Date: April 19, 2016

Kenny Schmitz
Buildings Superintendent
Woodbury County
620 Douglas Street
Sioux City, IA 51101

Subject: Woodbury County Court House, Alerton System Upgrade

Dear Mr. Schmitz:

For and in consideration of Five Thousand Two Hundred Fifty Dollars (\$5,250.00) Baker Group agrees to be the County's owner's representative and project manager for the above project; which is to be installed and completed by Star Control of Sioux City, IA per their proposal dated May 9, 2016. All work to be completed under their proposal will be scheduled and monitored by a Baker Group representative. Such work will also be verified by Baker Group as being properly installed, programmed and fully operational including functional control graphics as described in said proposal. Baker Group will also coordinate training for dedicated owner staff when the system is completed. Any possible interruption to County Departmental work in the Court House will be conveyed to the Department Heads prior to such event. All payment requests will be processed through Baker Group before being submitted to the County for processing.

GENERAL

1. Baker Group agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The customer will provide reasonable access to all areas and equipment, and will allow Baker Group to stop and start equipment as may be necessary to fulfill the terms of the project.
3. All work will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday.
4. The customer will promptly pay invoices upon receipt subject to Woodbury County Claims process. Should a payment become thirty (30) days or more delinquent, Baker Group may stop all work under this project without notice and/or cancel this project, and the entire project amount shall become due and payable immediately upon demand.
5. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Baker Group on behalf of the customer whether such tax shall be local, state, or federal in nature.
6. Any legal action relating to this agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
7. This Proposal valid for a period of 60 days after issuance.
8. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding \$2000.

LIMITATIONS OF LIABILITY AND INDEMNITIES

1. Baker Group will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of God, or any other cause beyond Baker Group's reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Baker Group or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. Baker Group warrants materials only to the extent and for the time period said materials are warranted to Baker Group by the manufacturer(s) of the same. Baker Group's liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Baker Group.

Sincerely,

NAME
TITLE

APPROVED BY: _____

Name: _____

Title: _____

Date: _____

#18f.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REC

Date: May 11th, 2016

Weekly Agenda Date: May 17th, 2016

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

WORDING FOR AGENDA ITEM: Law Enforcement Center Expansion Update

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: CMBA Architects (Brian Crichton) in conjunction with Goldberg Group Architects (Jail Construction) has vetted the possibility of an LEC expansion located on the LEC 3rd level Exercise Area. CMBA will provide findings & recent County updates which may impact or currently change the area of study.

BACKGROUND: CMBA Architects was awarded a contract (dated 3/09/2016) to conduct a study, draft plans & specifications to possibly renovate the LEC Open Exercise area to fit needs of the Woodbury County Detention Facility.

FINANCIAL IMPACT:

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

Yes * No

*Contract (CMBA dated 3/9/2016) previously approved

RECOMMENDATION: Authorize CMBA to redirect original contract focus (3rd level Open Exercise Area) to other LEC expansion area possibilities while adhering to all other original contract language.

ACTION REQUIRED / PROPOSED MOTION: Motion to approve recommendation

Approved by Board of Supervisors April 5, 2016.



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

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

PROJECT DESCRIPTION - SUMMARY OF SERVICES

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

BUDGETED CONSTRUCTION COST

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

PROPOSED CONTRACT FOR SERVICES

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

BASIC SERVICES

Basic Services are defined as:

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

ADDITIONAL SERVICES

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

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

PROJECT SPECIFICS

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

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

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

The fee will be distributed among the following phases:

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

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

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

CONSULTANTS (BY CMBA)

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

ADDITIONAL SERVICES POTENTIALLY NEEDED

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

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

REIMBURSABLE EXPENSES

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

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

REIMBURSABLE EXPENSE BUDGET

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

TERMS & CONDITIONS

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

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

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

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

Sincerely,

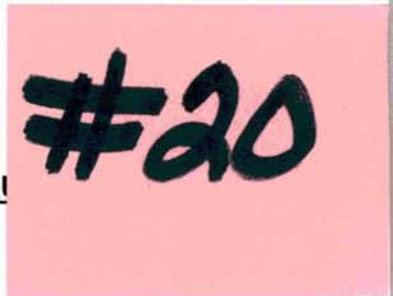


Brian N. Crichton, AIA
President/CEO

Client Signature

Date

Client Printed Name/Title



WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

Date: May 10, 2016

Weekly Agenda Date: May 17, 2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

WORDING FOR AGENDA ITEM: Chairman's Report

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Give Direction Other: Informational Attachments

EXECUTIVE SUMMARY: In order to keep the Board as fully informed as possible on the weekly happenings, this will act as a summation of day-to-day operational decisions in a public forum.

BACKGROUND: The Board will be kept apprised of the following:

- A. Quarterly Labor-Management Meeting
- B. Rural Economic Development Committee Minutes
- C. Ag Expo Center
- D. Board Administration Mission Statements
- E. May 24th County Government Day

FINANCIAL IMPACT: None

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

Yes - No

RECOMMENDATION: Receive the information.

ACTION REQUIRED / PROPOSED MOTION: Receive the information.

Approved by Board of Supervisors April 5, 2016.

A. Quarterly Labor-Management Meeting: Woodbury County and CWA

Ed Gilliland and I had a very positive meeting with Communication Workers of America (CWA) on April 28. This is in relationship to the goal of having quarterly labor-management meetings. The goal is not to "open up the contract," or to get into bargaining items but to discuss issues that may help foster genuine communication and lessen friction. Todd Trobaugh and Justin Donaghu were there, and we met for just under an hour about three issues.

1. Prairie Hills Closure. There is concern about classroom space, SWAT training that is currently utilized on upper floors, and even K-9 training. This is also where the weight room is. The union feels that it is preferable with cost-sharing not only for their own training needs but also for troopers, US Marshals, and others to utilize. There are 2 classrooms that house 24/36 personnel for training needs.

I shared that we are keenly aware of the issue and we will look toward meeting the needs of that space. I reiterated that utilities and repairs would cost the County \$1.2 million over ten years and the space could not (unfortunately) be sectioned off due to piping, HVAC, structural issues, etc. We discussed the potential for the LEC retrofit to include space with the Clerk of Courts area freed up for other possible utilization. They shared the desire for an independent weight room, sound-proofing of training as they fire "sim" rounds (and parking issues that can come with it in the LEC location). There is potentially a possibility that the County could look into a stand-alone Morton building but those are all Board-actionable items and figures that would have to be part of a more comprehensive holistic discussion. I emphasized that the intention of closing Prairie Hills would be to do so in relationship with not only moving the Weekenders and Work Release but also to meet training needs.

2. Jail Issues and Climate Control. Concerns were shared about certain areas that were very hot and some very cold with venting being an issue as well. I discussed that we are looking at all of our building automation systems which are failed on the front ends. I then sent the attached e-mail to Building Services Director Kenny Schmitz.

3. Clarity of Paychecks. We discussed an issue related to the number of hours worked. Without any real impact on the number of hours worked, I have asked Ed to work with Jean Jessen and Doug Phillips on how this issue can be resolved simply to honor the contract while at the same time making it clear the number of hours being worked. We will keep the Board informed.

From: "Jeremy Taylor" <jtaylor@woodburycountyiowa.gov>
Date: May 9, 2016 at 12:13:08 AM CDT
To: "Kenny Schmitz" <KSCHMITZ@woodburycountyiowa.gov>
Subject: Jail Climate Control

Kenny,

Ed and I had a management-labor meeting with CWA. It was a very good and productive meeting, designed primarily to foster communication quarterly. We discussed three issues, and one was temperature/climate control in the jail.

The effect of irregularity can have an impact on inmate temperament, morale, and workplace environment.

I know that our building automation systems leave much to be desired and we are in the midst of upgrading these systems; however, I would like you to prioritize this among buildings when CIP for automation begins.

I will also ask that later we communicate a timeline. Upon project completion I would like to see if there is a difference as we hope this improvement contributes to a comfortable environment.

Thanks, Kenny.

Supervisor Jeremy Taylor
Chairman, Woodbury County

B. Rural Woodbury County Economic Development Committee Meeting Minutes

Please see below copious notes that Director David Gleiser took during our last meeting. This is related to the next item for information.

C. Ag Expo Center

I sent the following e-mail to Marty Dougherty and received his response back. I have also spoken to Dennis Butler about the potential of bonding outside of tax increment financing in a way that may be possible for a 501c3 and not incur any liability to County taxpayers. Please see e-mail below.

Mail Properties

Tuesday - May 10, 2016 4:49 PM

From: Marty Dougherty
To: Taylor, Jeremy
CC: Billings, Renae; Moore, Dan
Subject: Re: Ag Expo Center

Jeremy, since our phone conversation we had a good meeting with Gene and Dennis, and we also have scheduled a follow-up meeting with Dr. Murrell at Western Iowa Tech next Monday. We will continue to work to provide you with additional information on the legal, financing and operational questions we discussed, and we will certainly be available to present to the board at whatever date is most convenient. Again, thanks for your support and assistance.

>>> Jeremy Taylor 5/9/2016 10:52 PM >>>
Marty,
I am following up from our telephone conversation from the evening of May 4. You mentioned that you were meeting with Gene Lehman and Dennis Gann the next morning, May 5, as they were now back in town. You and I discussed the complexity of the utilization of tax increment financing when you mentioned that its legal use is dubious given the area is in a current city TIF, something that Bob Padmore had likewise mentioned. If you receive legal advice otherwise, let us know. We also appreciated receiving the updated Reinvestment District plans, something that was shared right away with all supervisors.

The time that is taken to digest these materials may give you all time as well to do something that I believe is key: finding a private management group with a proven track record for the management, knowing Western Iowa Tech's formal commitment to the Ag Expo Center, etc. Please keep us up-to-date on these developments.

I anticipate that sometime in the future, e.g. May 24 or 31, if details and developments have made their way into more formalization, we would welcome a presentation before the Board of Supervisors. I'm Cc'ing Councilman Moore in on this just to make sure to keep him in the loop as follow-up to our first conversation with the Siouxland Initiative wherein we shared our interest and desire to exercise due diligence while gathering information that we shared with the Board on April 26.

Respectfully,

Jeremy Taylor
Chairman, Woodbury County Board

D. Board Administration

I am working with Karen James, Heather Satterwhite, and Dennis Butler on mission statements and goals for this next year. Here are the mission statements, and I will share the goals as we get them.

Public Bidder

The Woodbury County Public Bidder provides responsive public service by giving opportunities to landowners to improve property and thereby increase the tax base and stewardship of land in Woodbury County.

Administrative Assistant

The Board Administration support the Woodbury County Board of Supervisors to engage the public in transparent, open meetings; responds effectively to staff with key communication to and from the Board of Supervisors in a safe and trusted environment; and supports citizens with excellent customer service.

Budget and Tax Analyst

The Mission of the Woodbury County Finance Department is to provide the most informative and accurate information for the Board of Supervisors and public to understand as it relates to the budgeting process, development of property taxes and financial status of Woodbury County. We strive to be courteous and helpful to all Woodbury County residents so they understand the financial operations of their county government.

E. Woodbury County Government Day

The following advertisements are playing thanks to Economic Development Director David Gleiser.

Woodbury County Finance Department Logic Model

Need	Service or Activity	Outcome	Outcome/Indicator*	Measurement Tool	Data Source, Data Collection Procedures, Personnel	Frequency of Data Collection and Reporting
<p>To improve the transparency and understanding of the budgeting process, development of property taxes and financial status condition of Woodbury County Government.</p>	<p>Separating the budget process into three categories: CIP requests, improvement requests and operating requests.</p> <p>Having earlier submission dates for all three categories.</p> <p>Publish the proposed FY budget and post on the County website.</p> <p>Monitoring cash reserves and budget estimates for revenues and expenditures.</p> <p>Tracking the cash reserves of the tax supported funds over a 15 year period</p>	<p>The public will better understand the financial process and the condition of the county.</p> <p>The Board of Supervisors will have more time to evaluate the budget information the finance department provides.</p>	<p>3 separate budget categories.</p> <p>Dec. 1st submission date for operating requests.</p> <p>October 1st submission date for CIP and improvement requests.</p> <p>Published/posted budget 10 days prior to the budget hearing date, no later than March 15th.</p>	<p>Revenue and expenditure reports.</p> <p>An audited Certified Annual Financial Report reporting the condition of the County.</p> <p>Cash fund balance report (15yr).</p>	<p>Sources of data will generated by the Auditor's Office, Treasurer's Office, and the Finance Director.</p> <p>Other County Department Directors will provide their pertinent information to the Finance Director.</p>	<p>Monthly reports on revenues and expenditures as it relates to the FY budget.</p> <p>An audited Certified Annual Financial Report that is prepared annually.</p> <p>Monthly cash fund balance report (15yr).</p>

MISSION STATEMENT

The Mission of the Woodbury County Finance Department is to provide the most informative and accurate information for the Board of Supervisors and public to understand as it relates to the budgeting process, development of property taxes and financial status of Woodbury County. We strive to be courteous and helpful to all Woodbury County residents so they understand the financial operations of their county government.

Rural Woodbury County Development Committee Meeting Minutes

Woodbury County Courthouse, 8th Floor

Tuesday, 4/26/16, 1-2 PM

Members Present:

1. Kent Baker – The Record
2. Dennis Butler – Woodbury County Finance Controller (Guest)
3. Wayne Dominowski – Sergeant Bluff Advocate
4. David Gleiser – Woodbury County Rural Economic Development Department
5. Jim Johnson – Taxpayers Research Council
6. Mark Monson – Woodbury County Board of Supervisors
7. Jeremy Taylor – Woodbury County Board of Supervisors
8. Matthew Ung – Woodbury County Board of Supervisors

Lunch was served and the following agenda was taken up:

AGENDA

- A.) Approval of 3/4/16 Minutes
- B.) RWCDC Updates
 - Local Option Sales Tax, Balance & Budget for Economic Development
 - Rural Comprehensive Planning Project
 - Potential for Long-Range Planning Assistance (Moville, Salix, Sgt. Bluff)
 - Community Development Corporation Formation Assistance
 - City/County SIMPCO Membership Dues Offer
 - Dissemination of Needs Assessment Survey Results
 - Ag & Expo Learning Center Project, Potential for Rural Communities
- C.) New Business
- D.) Next Steps
- E.) Adjourn

A.) Approval of 3/4/16 Minutes

Motion and second with approval of minutes 3/4/16 (Carried 7-0)

B.) RWCDC Updates:

Discussion - Local Option Sales Tax, Balance & Budget for Economic Development

Butler provided the committee with an overview of LOST funds. Members were informed of the current and future obligations budgeted, as well as the approximate balance of the unobligated \$700,000 one-time money. Gleiser reminded the group that the unobligated \$700,000 will carry over to the next year if unspent, and that money could be used for rural economic development programming should the Board determine to do so. Butler and Taylor explained that roughly \$575,000 is generated annually in LOST funds for economic development and that the Board has dedicated about \$535,000 to property tax relief. Taylor stated that in out years (two years and beyond), the Taxpayers First Resolution in which the Board dedicates \$1 of every \$2 from CF Revenue (\$55.6 million over 20 years on graduated schedule) should lessen the need to rely on LOST funds to mitigate coming back to tax levies to keep up with inflation, bargaining, etc. With this in mind, LOST obligations could be paid for from different revenues in the future which would then provide more LOST funds available for potential rural economic development programming. Future revenues could also be used to help with rural economic development/infrastructure projects. County Participation needs to be limited and there should be "skin in the game" as Ung mentioned the amount of \$50,000 requests can quickly add up. Johnson mentioned that the message should be out that the County can do things and is providing tax relief. Those are

important messages but people need to know that we will have the ability to do things. At the same time, it's important to know how gradually (and graduated) the influx of CF capital is. Johnson also mentioned how towns that are unwilling to do anything will have a hard time in the future, and suggested that the County look at roads/infrastructure as it relates to LOST revenues. Monson explained 80% of LOST funds are already dedicated there.

Discussion - Rural Comprehensive Planning Project

Gleiser informed the committee that 11 out of the 11 targeted cities agreed to participate in the Rural Comprehensive Planning Project. He stated that RFPs would be solicited throughout May and that he anticipates a recommendation to the Board for an award being made shortly thereafter.

Discussion - Potential for Long-Range Planning Assistance (Moville, Salix, Sgt. Bluff)

Gleiser informed the committee that per the group's recommendation at its last meeting, he presented the request for consideration to the Board that the 3 cities (Moville, Salix, Sgt. Bluff) not included in the Rural Comprehensive Planning Project receive a like-dollar amount for other long-range planning projects. He stated that the Board seemed generally receptive to the suggestion and that he would wait until an award has been made for the Comp. Plan project before going back to the Board so he had more of an approximate like-dollar amount to propose.

Discussion - Community Development Corporation Formation Assistance

Gleiser informed the committee that per the group's recommendation at its last meeting, he presented the request for consideration to the Board that the Rural Economic Development Department be allowed to continue providing assistance with outside legal counsel to help form CDCs in communities without one, and that the Board voted in favor of allowing him to continue to do so.

Discussion - City/County SIMPCO Membership Dues Offer

Gleiser informed the committee that per the group's recommendation at its last meeting, he presented the request for consideration to the Board that the County pay 50% of the membership dues to SIMPCO for all 14 rural cities in the county. Members were made aware that the Board voted in favor to do so, and that he and SIMPCO officials were scheduling meetings with every rural city council to present the offer, which would start July 1, 2016. As part of this effort, SIMPCO will provide the County with quarterly and annual reports on their activities and services being provided to the rural cities, which will be utilized to help determine the effectiveness of this new effort and the expenditure of LOST funds. Taylor mentioned hearing about SIMPCO undergoing some positive organizational transformations. Monson mentioned the new revitalization of SIMPCO was due to a new Executive Director, and additional staff. Monson explained that the roll-out of the City/County membership dues project and the joint SIMPCO/County presentations should help rural communities to know that there is a new foot forward. Kent Baker mentioned the need to share how this is the new face as rural communities have often had a less-than-desirable experience with SIMPCO in the past under old leadership.

Discussion - Dissemination of Needs Assessment Survey Results

Gleiser informed the committee that since presenting the findings of the Rural Economic Development Needs Assessment Survey results at its last meeting, he has disseminated the results to all rural city clerks with the instructions to share the results with their respective city councils, citizens, and key-stakeholders.

Discussion - Ag & Expo Learning Center Project, Potential for Rural Communities

Taylor provided the committee with an overview of recent updates on the Ag & Expo Project which is being spearheaded by the City of Sioux City. Taylor mentioned that he and Ung were interfacing with the City in information-gathering, but he wanted some feedback from this group as it related to this project and the potential for the county to participate. Kent Baker said that while having such a venture in the rural areas would be good, there is less "us vs. them" than in the past, and that many who live in rural areas sometimes have a majority working in Sioux City and are utilizing their amenities. There is a sentiment that even though it would be nice to be in Merville, if it was between having it in Sioux City next to restaurants, hotel, etc. or not at all, the former would be preferable. The committee had consensus on LOST being dedicated to rural economic development. Supervisors present acknowledged that the Board may participate based on exercising due diligence and wanting to leverage additional state dollars.

C.) New Business

Gleiser presented various economic development literature pieces to the committee, and asked what members thought about creating something to market the Rural Economic Development department's offerings. Baker and Johnson voiced opinions on believing that face-to-face contact is the key to increasing the awareness of what the department does. It was agreed that at minimum such a publication would need to be coupled with in-person contact. Johnson mentioned that the full-color 12/14 page may be outdated upon publication. Baker also mentioned how critical rural city clerks are in helping their councils understand the resources that can assist them. Gleiser also mentioned the intent to partner with conservation to help promote the county's outdoor amenities as they are excellent quality of life assets.

D.) Next Steps

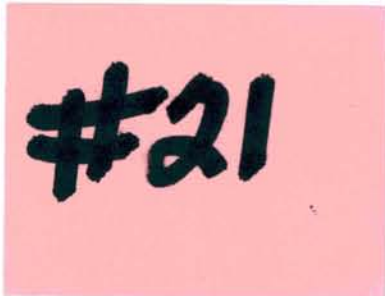
The committee agreed to reconvene once the county has awarded a contract for the Rural Comprehensive Planning project, and would then review any draft documents that Gleiser develops to help market his department's offerings. Dominowski, Baker, and Gleiser will also coordinate on publishing an article on the committee's work.

E.) Adjourn

The meeting adjourned at 2:15 PM.



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



PROJECT MEETING MINUTES

PROJECT: Woodbury County Law Enforcement Center Expansion

PROJECT #: SC16118wcj

LOCATION: Sioux City, Iowa

DATE: May 3, 2016

REPORT BY: Brian N. Crichton, AIA

PRESENT AT MEETING

NAME

Mark Monson
 Kenny Schmitz
 Dave Drew, Sheriff
 Greg, Stallman, Major
 Todd Wieck, Major
 Lynette Phillips, LT
 Tony Wingert, Capt
 Todd Harlow, LT
 Dave Jorgensen
 Shane Albrecht
 Brian Crichton
 Brent Koch
 Bill Murphy
 Kevin Rost
 Matt Bethel
 Gary Lange
 Kevin Vander Kolk

REPRESENTING

Woodbury County Board of Supervisors
 Building Services Director
 Woodbury County Sheriff's Office
 Woodbury County Sheriff's Office
 Woodbury County Sheriff's Office
 Woodbury County Jail
 Woodbury County Jail
 Woodbury County Jail
 The Baker Group
 The Baker Group
 CMBA
 CMBA
 CMBA
 Goldberg Group Architects
 Goldberg Group Architects
 Alvine Engineering
 Alvine Engineering

DISCUSSION

8:30AM – 10:00AM *Team Introductions & Project Overview*

"Big Picture" Issues – Concerns/Priorities

Jail & Sheriff's Office

- Existing facility was designed for 90 inmates
- Currently housing 234 inmates
- Lack of sufficient staff to operate facility safely
- Currently 55 staff
- Approx. 40 females on average (8 cells/1 dayroom)
- Existing layout does not allow for necessary classification
- Currently housing 20 inmates for Federal Marshalls
- Approximately \$300,000 to \$350,000 revenue from Fed inmates @ \$55/day
- No program space

- Lack of medical/segregation/ isolation space
- Currently 1 med cell
- Contracted with Mercy Health for med services
- Psych and PA on site 1 day a week
- Lack of PREA compliance
- Prairie Hills needs shut down due to facility conditions
 - Male work release, training room, kitchen, firing range, weight room on this site
 - Kitchen will be moved back into current building under separate contract with CBM Food Service
- Trustees assist in food service
- Laundry – bed linens done off site by Sioux Laundry only jump suites and small misc. done 2x week by trustees
- Lack of space for inmate property
- Lack of storage space in general
- Inmates are out of cell 4:00 a.m. to 9:00 p.m.
- Activity area is in dayrooms with equipment being moved from pod to pod
- Multiple studies done over the years, latest by RML and HDR
- Major issues with Accurate Controls, same in Hamilton County
- ECI is preferred security company
- No longer do n/c visitation
- Securus video visitation in each pod
- Video court appearance in booking area
- HVAC system is very poor

County Board of Supervisors & Building Services

- Project goal is to shut down the Prairie Hill facility
- Separate and classify female population
- Move work release back to housing floor
- Total project cost **MUST** be under \$1,200,000
- There will be no bond election for this project
- Future tax revenue from CF Industries (\$2 billion expansion) could generate excess of \$20 million for County

10:15AM – 12:00PM Facility Tour (Jail Staff, Sheriff's Office Admin, Design Team, & Media Members)

- The Design Team was led on a building tour by the Jail Staff and Sheriff's Office Administration.
- Tour was provided showing the process and flow of prisoners through the facility.
- Additional staff spaces and admin areas were toured to understand current space needs in relation to other function areas.
- Upper Rec Space (3rd Floor) was toured and preliminarily evaluated for capacity, structural integrity, and connection to current housing floor (2nd Floor) for operational support.
- Mechanical & Electrical Engineers were escorted to building infrastructure spaces to investigate the existing equipment and to potentially identify problem areas.
- Work Release space was toured as well to see flow of inmates for this population.

12:00pm – 1:00pm Lunch Break

1:00PM – 2:30PM Design Team Discussion/Evaluation Based on Tour

2:30PM – 3:00PM Out-Brief Wrap-Up Meeting (All members present)

- Option 1 - Renovate Upper Recreation Yard into female housing pods
 - a. Initial Thoughts
 1. Elevator does not currently go to this level – Elevator shaft extension and updated elevator cab/controls needed
 2. Connectivity and egress issues to stair towers – Additional structure needed to provide corridor access to stair towers
 3. Current structural issues with existing concrete masonry walls (cmu walls) – Existing 4" cmu facing shows signs of fatigue and cracking due to water infiltration/movement
 4. **Preliminary Evaluation** – Building Structure cannot support additional weight for typical jail cell construction using cmu walls or possibly even steel walls. Limited layout of walls due to strength issue may hamper housing layout options.
 5. Electrical system has capacity to support potential housing on this level.
 6. Mechanical system assumed to be "stand-alone" system separate from existing HVAC system.
 7. Plumbing connections could be challenging with work needed on 2nd floor in current housing pods.
 8. Proposed location creates additional staffing issues with remote location and additional staff needed to monitor inmates as required by current jail standards.

- Potential Alternative Options Discussed:
 - a. Existing County Clerk's space (First Floor) will be vacated as they are moving into the courthouse.
 1. Exact space available will need to be determined by Building Services. Part of the space may be needed for file storage.
 2. Jail Administration could relocate to this area and create housing opportunity on Second Floor.

- Next Steps
 - a. Design Team to prepare concepts for discussion at next meeting
 - b. Next Meeting – May 17, 2016 at 9:30am.

End of Meeting Minutes

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

<u>DATE</u>	<u>Day</u>	<u>DAILY TOTAL</u>	<u>LEC</u>	<u>ELECTRONIC MONITORING</u>	<u>PRAIRIE HILLS</u>	<u>FEDERAL PRISONERS</u>
5/7/16	Saturday	229	215	14	0	20
5/8/16	Sunday	234	220	14	0	20
5/9/16	Monday	235	221	14	0	20
5/10/16	Tuesday	228	213	15	0	18
5/11/16	Wednesday	229	214	15	0	19
5/12/16	Thursday	215	198	17	0	18
5/13/16	Friday	218	201	17	0	17
		1588	1482	106	0	132

24 HOUR DAILY COUNT

<u>DATE</u>	<u>TOTAL</u>	<u>MALE</u>	<u>FEMALE</u>
5/7/16	252	206	46
5/8/16	251	208	43
5/9/16	253	210	43
5/10/16	256	209	47
5/11/16	248	204	44
5/12/16	243	203	40
5/13/16	245	200	45
	1748	1440	308

*Highest population count each day

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

<u>DATE</u>	<u>Day</u>	<u>DAILY TOTAL</u>	<u>LEC</u>	<u>ELECTRONIC MONITORING</u>	<u>PRAIRIE HILLS</u>	<u>FEDERAL PRISONERS</u>
4/30/16	Saturday	231	217	14	0	20
5/1/16	Sunday	223	209	14	0	20
5/2/16	Monday	216	202	14	0	20
5/3/16	Tuesday	230	215	15	0	20
5/4/16	Wednesday	218	203	15	0	20
5/5/16	Thursday	218	206	12	0	20
5/6/16	Friday	224	210	14	0	20
		1560	1462	98	0	140
<u>24 HOUR DAILY COUNT</u>						
<u>DATE</u>	<u>TOTAL</u>	<u>MALE</u>	<u>FEMALE</u>			
4/30/16	278	227	51			
5/1/16	241	194	47			
5/2/16	239	196	43			
5/3/16	247	202	45			
5/4/16	248	205	43			
5/5/16	239	202	37			
5/6/16	243	205	38			
	1735	1431	304			
*Highest population count each day						

WOODBURY COUNTY JUVENILE DETENTION CENTER

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

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

6:00 a.m.

6:00 p.m.

May, 2016

May 2, 2016		15
May 3, 2016	16	16
May 4, 2016	16	16
May 5, 2016	17	18
May 6, 2016	18	18
May 8, 2016	18	21
May 8, 2016	21	21
May 9, 2016	21	

The Center averaged 18.1 youth per day during the 6:00 a.m. head count and 17.9 during the 6:00 p.m. check for a weekly average of 18 youth per day during the above week.

Of the twenty one residents detained on May 9, 2016, seven or thirty three percent were identified as gang members. Of the seven, three or forty two percent were identified as hard-core members.

We are currently detaining one juvenile from Dakota County and eleven from the BIA.

Mark Olsen

Director
WCJDC

May 9, 2016