



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JUNE 7, 2016) (WEEK 23 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
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held June 7, 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

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|------------------|---|-------------|
| 4:30 p.m. | 1. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence | |
| | 2. Citizen Concerns | Information |
| | 3. Approval of the agenda June 7, 2016 | Action |
| | 4. Approval of the minutes of the May 31, 2016 meeting | Action |
| | 5. Discussion and approval of claims | Action |
| | 6. Board of Supervisors – Jeremy Taylor
Good News Report: Move from Courthouse to Trosper-Hoyt from
Treasurer's Office: Update and Appreciation | Information |
| | 7. Human Resources – Ed Gilliland | |
| | a. Approval of Memorandum of Personnel Transactions | Action |
| | b. Authorize Chairman to sign Authorization to Initiate Hiring Process | Action |
| | c. Floating Christmas holiday, Discussion and action | Action |

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| 8. Board Administration – Karen James | |
| a. Approval of lifting tax suspension for D. J. | Action |
| b. Approval of lifting tax suspension for L. T. | Action |
| c. Approval of lifting tax suspension for P. E. | Action |
| d. Approval of resolution for a tax suspension for T. M. | Action |
| e. Approval of resolution thanking and commending county employee
for years of service | Action |
| 9. Secondary Roads – Mark Nahra | |
| a. Consideration of a permit for use of the county right of way for an underground
utility | Action |
| b. Consideration of award for bid for Bridge Project STP-S-CO97(127)—5E-97 | Action |
| c. Consideration of award of bid for Bridge Project ER-CO97(125)—58-97 | Action |
| 10. Rural Economic Development – David Gleiser | |
| Receive and consider bids for rural cities Comprehensive Planning Project | Action |
| 11. Building Services – Kenny Schmitz | |
| Courthouse Courtroom #203 Emergency Repair Contract | Action |
| 12. County Sheriff – Dave Drew | |
| 2016 Interlocal Agreement between the City of Sioux City, Iowa and Woodbury
County, Iowa for Byrne Justice Assistance Grant Program award | Action |
| 13. Chairman's Report | Information |
| a. AG Expo Center | |
| b. LEC Expansion 6-2-2016 | |
| c. Board Administration modernization and Treasurer's move | |
| d. Tri View Facility | |
| 14. Reports on Committee Meetings | Information |
| 15. Citizen Concerns | Information |
| 16. Board Concerns and Comments | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

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
MONDAY, JUNE 27	6:00 p.m.	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Merville, Iowa
TUESDAY, JULY 5	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, JULY 6	12:00 noon	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, JULY 7	5:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
WEDNESDAY, JULY 13	8:05 a.m.	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
	6:30 p.m.	911 Service Board Meeting, Public Safety Center, Climbing Hill
	8:00 p.m.	County's Mayor Association Meeting, Public Safety Center, Climbing Hill
THURSDAY, JULY 14	7:00 p.m.	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa

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

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

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

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MAY 31, 2016 — TWENTYFIRST MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, May 31, 2016 at 4:30 p.m. Board members present were Monson, Ung, Smith, Clausen, and Taylor. 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 Clausen second by Ung to approve the Agenda for May 31, 2016. Carried 5-0. Copy filed.
4. Motion by Monson second by Ung to approve the minutes of the May 24, 2016 Board meeting. Carried 5-0. Copy filed.
5. Motion by Clausen second by Smith to the claims totaling \$2,340,100.73. Carried 5-0. Copy filed.
6. There was a good news report honoring Siouxland District Health Department Board and Employees. Copy filed.
- 7a. Motion by Smith second by Clausen to approve the separation of Cody Myers, Equipment Operator, Secondary Roads Dept., effective 5-20-16. Separation.; the transfer of Tammy Casper, Senior Clerk, County Sheriff Dept., effective 5-25-16, \$21.13/hour, 17%=\$3.07/hr. Transfer from Civil Clerk to Senior Clerk.; the transfer of Sasha Downs, Senior Clerk, County Sheriff Dept., effective 5-25-16, \$17.50/hour, 15%=\$2.40/hr. Transfer from Civil Clerk to Senior Clerk.; the transfer of Jeana Davis, Clerk III, County Sheriff Dept., effective 5-25-16, \$22.78/hour, 16%=\$3.21/hour. Transfer from Clerk II to Clerk III., the appointment of Wyatt Fitch, Temporary Engineering Aide, Secondary Roads Dept., effective 6-01-16, \$10.00/hour. Not to exceed 120 days.; and the end of probation of Clinton Claus, Equipment Operator, Secondary Roads Dept., effective 6-23-16, \$21.78/hour, 3%=\$.65/hour. Per CWA Secondary Roads Contract agreement, End of Probation Salary Increase. Carried 5-0. Copy filed.
- 7b. Motion by Monson second by Smith to authorize the Chairperson to sign the Authorization to initiate the hiring process for Equipment Operator, Secondary Roads Dept., CWA: \$21.13/hour. Carried 5-0. Copy filed.
- 7c. Presentation of Award Certificate to Mark Nahra. Copy filed.
8. Motion by Smith second by Monson to approve the change order for Sioux Contractors for Phase I of the clinic remodel project at Siouxland District Health. Carried 5-0. Copy filed.
9. Motion by Monson second by Ung to approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date of parcel #246840, 1821 Pierce St. Carried 5-0.

RESOLUTION #12,391
NOTICE OF PROPERTY SALE

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

Except the West 48 feet of Lot 1 Block 17 Higman's Second Addition to Sioux City, Woodbury County, Iowa (1821 Pierce Street)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **14th Day of June, 2016 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **14th Day of June, 2016**, immediately

following the closing of the public hearing.

3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$279.00** plus recording fees.

Dated this 31st Day of May, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

10. Information on introduction of PDF version of agenda item request form. Copy filed.
- 11a. Motion by Smith second by Monson to approve and authorize the Chairperson to sign a Resolution for levying special assessment and certificate to the County Auditor of Woodbury County, Iowa for Wolf Creek Pumping District #3. Carried 5-0.

RESOLUTION #12,392
WOLF CREEK PUMPING DISTRICT #3
RESOLUTION LEVYING SPECIAL ASSESSMENT AND CERTIFICATE
TO THE COUNTY AUDITOR OF WOODBURY COUNTY, IOWA

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Wolf Creek Pumping District #3 of Woodbury County, Iowa; and

WHEREAS, said Board, as Trustees, has determined that it is necessary to levy a special tax and/or assessment on all tracts of land, lots, railroad companies, and public highways within the boundaries of the said Pumping District.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Wolf Creek Pumping District #3, that a special tax and/or assessment in the sum of \$ 0.00 be levied against all the tracts of land, lots, railroad companies, and public highways within said Pumping District and same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

BE IT FURTHER RESOLVED that the said levy and/or assessment be and the same is hereby certified to the Woodbury County Auditor who is hereby directed to effect said levy and/or assessment against all of the said lands, etc., in the same ratio and upon the same classification as heretofore adopted, established and confirmed and enter same upon the tax list of Woodbury County for collection with the first half of the current year real estate taxes.

DATED this 31st day of May, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 11b. Motion by Monson second by Taylor to approve the contract and bond for project FEMA 35, 36, 37, 39, and 40 with L.A. Carlson Construction for \$89,685.00. Carried 5-0. Copy filed.
- 11c. Motion by Clausen second by Monson to award the excavator quote to Mid Country Machinery for a Koeblico SK 210 for \$175,995.00. Carried 5-0. Copy filed.
- 11d. Motion by Monson second by Smith to approve a permit to work in the right of way for Cynthia Johns. Carried 5-0. Copy filed.
- 11e. Motion by Monson second by Clausen to approve a permit to work in the right of way for the Family Group. Carried 5-0. Copy filed.

- 12a. Motion by Clausen second by Smith to approve Woodbury County Emergency Services hire Mitchell Contracting, Sloan, IA, to complete the interior sheet rock on both 2nd & 3rd floors and the gymnasium for \$5,305.00. Carried 5-0. Copy filed.
- 12b. Motion by Smith second by Clausen to approve Woodbury County Emergency Services purchase of two Physio Control Lucas 2.2 Chest Compression systems for \$22,996.12. Carried 5-0. Copy filed.
- 13. Motion by Monson second by Clausen to approve the credentialing all county employees and to fund the initiative with gaming revenues. Carried 5-0. Copy filed.
- 14. Motion by Monson second by Clausen to approve 28E Agreement between Woodbury County, Iowa and Woodbury Soil and Water Conservation District. Carried 5-0. Copy filed.
- 15. Motion by Smith second by Monson to approve and authorize the Chairperson to sign a Resolution approving and authorizing a form of loan agreement and authorizing and providing for the issuance of \$1,893,000 General Obligation Capital Loan notes, series 2016, and levying a tax to pay said notes; approval of the tax exemption certificate. Carried 5-0.

RESOLUTION #12,393
RESOLUTION APPROVING AND AUTHORIZING A FORM
OF LOAN AGREEMENT AND AUTHORIZING AND
PROVIDING FOR THE ISSUANCE OF \$1,893,000 GENERAL
OBLIGATION CAPITAL LOAN NOTES, SERIES 2016, AND
LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF
THE TAX EXEMPTION CERTIFICATE

WHEREAS, the Issuer is a political subdivision, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay 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,

essential county purposes and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$2,015,000 be authorized for said purposes; and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Board is therefore now authorized to proceed with the issuance of said Notes for such purposes; and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

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

Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Issuer" and "County" shall mean Woodbury County, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$1,893,000 General Obligation Capital Loan Notes, Series 2016, authorized to be issued by this Resolution.
- "Paying Agent" shall mean the County Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean 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.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean the County Treasurer of Woodbury County, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the County Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Levy and Certification of Annual Tax; Other Funds to be Used.

Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in Sioux City, Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$400,251*	2016/2017
\$396,621	2017/2018
\$392,117	2018/2019
\$387,610	2019/2020
\$383,196	2020/2021

* A levy has been included in the budget previously certified and will be used together with available County funds to pay the principal and interest of the Note coming due in fiscal year 2017.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2017 will be collected during the fiscal year commencing July 1, 2018.)

Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Woodbury County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the County are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

Additional County Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the County available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the County, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the County from property that is centrally assessed by the State of Iowa.

Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2015, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2015, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Note Details, Execution and Redemption.

Note Details. General Obligation Capital Loan Notes of the County in the amount of \$1,893,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 331.402 and 331.443 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be on a parity and secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2016", be dated June 15, 2016, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent,

said interest payable on December 1, 2016, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Chairperson and attested by the manual or facsimile signature of the Auditor, and impressed or printed with the seal of the County and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$378,600	1.190%	2017
\$378,600	1.190%	2018
\$378,600	1.190%	2019
\$378,600	1.190%	2020
\$378,600	1.190%	2021

Redemption. The Notes are not subject to redemption prior to maturity.

Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The County Treasurer is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof

shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

Non-Presentation of Notes. In the event any payment check representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Note to the Paying Agent.

Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Chairperson and Auditor shall execute and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF WOODBURY"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2016"
ESSENTIAL COUNTY PURPOSE

Rate: _____

Maturity: _____
 Note Date: June 15, 2016
 CUSIP No.: _____
 "Registered"
 Certificate No. _____
 Principal Amount: \$ _____

Woodbury County, State of Iowa, a political subdivision organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, in accordance with the attached maturity schedule marked Exhibit "A", only upon presentation and surrender hereof at the office of the County Treasurer, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2016, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 331.402 and 331.443 of the Code of Iowa, for the purpose of paying 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 in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Board of said County duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

The Notes are not subject to redemption prior to maturity.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the County Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the County for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Board, has caused this Note to be signed by the manual or facsimile signature of its Chairperson and attested by the manual or facsimile signature of its County Auditor, with the seal of the County printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, the County Treasurer, Woodbury County, Iowa.

Date of authentication: _____

This is one of the Notes described in the within mentioned Resolution, as registered by the County Treasurer.

COUNTY TREASURER, Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: County Treasurer
Paying Agent: County Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

WOODBURY COUNTY, STATE OF IOWA

By: _____ (manual or facsimile signature)
Chairperson

ATTEST:

By: _____ (manual or facsimile signature)
County Auditor

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)

GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
 Address of Transferee(s) _____
 Social Security or Tax Identification Number of Transferee(s) _____
 Transferee is a(n):
 Individual* _____ Corporation _____
 Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - Custodian
 (Cust) (Minor)
 Under Iowa Uniform Transfers to Minors Act.....
 (State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Chairperson and attested by the County Auditor. The Chairperson and County Auditor are authorized and directed to execute, attest, seal and deliver for and on behalf of the County any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said County and the purchaser of the Notes.

Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be

used in a manner that would cause the Notes to be arbitrage notes. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The County Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes;(c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes;(e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 31st day of May, 2016.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

16. The 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 June 7, 2016.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT
MEMORANDUM OF PERSONNEL TRANSACTION

#7a

DATE: June 7, 2016

*** PERSONNEL ACTION CODE**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Satterwhite, Heather	Board Administration	5-31-16	Executive Secretary/Public Bidder	\$22.78/hour	0%	O	Expenditure Change to 100% Board.
Paulsen, Tyler	Secondary Roads	6-08-16	Temporary Summer Laborer	\$9.50/hour		A	Not to exceed 120 days.
Walker, Austin	Secondary Roads	6-08-16	Temporary Summer Laborer	\$9.50/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: June 7, 2016

For the June 7, 2016 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) Board Administration Executive Secretary/Public Bidder, Expenditure Change.
- 2) Secondary Roads (2) Temporary Summer Laborers, Appointment.

Thank you

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

#7b

DATE: June 7, 2016

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Treasurer	Clerk II	AFSCME Courthouse Grade 3: \$15.26/hour		
	*Please see attached memo of explanation.			

Chairman, Board of Supervisors

To: Woodbury County Board of Supervisors

From: Michael Clayton

Date: June 2, 2016

Subject: Filling vacancy in the Tax Department

I am requesting permission to fill the vacancy created in the Tax Department by the separation of Eileen Whitehouse.

Thank you for your time and consideration.

Michael R. Clayton
Woodbury County Treasurer

cc Human Resources

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

#7c

Date: 6-2-2016

Weekly Agenda Date: 6-7-2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ed Gilliland

WORDING FOR AGENDA ITEM:

Floating Christmas Holiday, Discussion and Action.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The purpose is to verify the Floating Christmas Holiday dates for 2016 through 2019. Our AFSCME union contracts call for 10 holidays. Two of the holidays are for the Christmas holiday. So we need to specify the dates of the floating Christmas holiday. The AFSCME Courthouse contract establishes the floating Christmas holiday dates under Article IX, Section 6 Holidays Recognized. The specified dates for the floating Christmas Holiday are: December 27, 2016; December 26, 2017; December 24, 2018; and December 24, 2019. Preston DeBoer, AFSCME area representative is in agreement.

BACKGROUND:

In the past, employees covered by the Wage Plan also have had a floating Christmas holiday to be established by the Board of Supervisors. In previous years this has coincided with the AFSCME Floating Christmas holiday. Identification of the Floating Christmas holiday requires board action.

FINANCIAL IMPACT:

None. We are fulfilling obligations from the contract negotiations.

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

Yes No

RECOMMENDATION:

My recommendation is to give consensus and approval to the floating Christmas holidays per past practice. The floating Christmas Holiday is something we are obligated to give per the AFSCME union contracts.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the Floating Christmas Holiday dates.

#8e

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

A RESOLUTION THANKING AND COMMENDING

Paula Appelt

FOR HER SERVICE TO WOODBURY COUNTY

WHEREAS, Paula Appelt has capably served Woodbury County as an employee of the Woodbury County Treasurer Department for 40 years from May 1, 1976 to May 20, 2016; and

WHEREAS, the service given by Paula Appelt 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 Paula Appelt 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, Paula Appelt.

BE IT SO RESOLVED this 7th day of June, 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

#9a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

Date: 6/1/2016

Weekly Agenda Date: 6/7/2016

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

WORDING FOR AGENDA ITEM:

Consideration of a permit for use of the county right of way for an underground utility

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Permittee requested a permit to install buried telecommunication lines in the right of way in and around the city of Merville.

BACKGROUND:

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

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:

Recommend approval of the underground utility permit.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the underground utility permit for Western Iowa Telephone Association for installation of telecommunication lines in the rural area near the city of Merville.

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

REQUEST BY APPLICANT:

Name Western Iowa Telephone Assoc. Highway See Map
Township See Attached Map
Address Po Box 38, Lawton IA 51030 City of Moville IA
Office Phone 712-944-5711 Local Phone 712-944-5711 Section: 1/4 of 1/4 Sec
Type of Utility Installation Buried Telecommunications T N, R W
Plans Prepared By Vantage Point Solutions Copy Enclosed X Yes No
Map Showing Location Enclosed X Yes No
Utility Location is X cross right-of-way X parallel to right-of-way
 overhead X underground

Proposed Method of Installation

 tunnel suspend on poles cased
X jack & bore suspend on towers X trench
 open cut X plow

Estimated Starting Date 06/01/16 Estimated Restoration Date 09/01/17

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

By Phillip Polensen Title Operations Manager
(Signature of Authorized Utility Representative) Date 5-19-2016

PERMIT APPROVAL BY PERMITTING AUTHORITY

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

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

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

Other Special Provisions:

Permit Provisions and Conditions of Issuance

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

2. The Applicant shall take all reasonable precaution during the construction of said facilities to protect and safeguard the lives and property of the adjacent property owners and the traveling public and shall save the County and the Board of Supervisors harmless of any damages or losses that may be sustained by adjacent property owners and the traveling public on account of such construction operations.
3. Operations in the construction and maintenance of said facilities shall be carried on in such a way as to not interfere with, or interrupt traffic on said roads. However, should the performance of work called for in this permit in any way interfere with or obstruct traffic on said roads, the Applicant shall provide the necessary flagmen as required by the Statutes when one-way traffic is involved and/or otherwise mark said work so as to protect the traveling public.
4. The Applicant shall hold the County and the Board of Supervisors harmless from any damages that may result to said highway because of the construction or maintenance of said facilities and shall reimburse the County or the Board of Supervisors for any expenditures that the County or the Board of Supervisors may have to make on said roads on account of replacement of surfacing gravel and bridge and culvert repairs.
5. Applicant shall lay, construct, operate and maintain said facilities so as not to interfere with natural drainage of the road and so as not to interfere with the construction or maintenance of said roads. When buried cable or wire lines are to be placed lengthwise with the roadway, they shall be placed in the County road shoulder or ditch near the toe of the fore-slope and parallel to centerline of roadbed at a depth of three (3) to four (4) feet by using specially designed plows or by trenching, whichever is appropriate. Plow slots and trenches shall be repacked as necessary to restore the disturbed area to its original condition. For buried line crossings of roadways not paved, an open trench may be dug and the lines placed therein, and the trench back-filled over the lines. Buried line crossings on paved roadways, lines may be placed through the sub-grade by jacking, or by boring a hole just large enough to take the lines; or if the County Engineer approves, a tunnel may be dug through and the cable or wire lines placed therein. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth. Back-filling of trenches within the right-of-way by not under the traveled roadway shall be tamped sufficiently to avoid settlement. When crossing an existing roadway, all buried facilities shall be placed a minimum of three (3) to four (4) below the bottom of the existing adjacent ditches. Overhead lines, where practical, shall be placed adjacent to and with two (2) feet of the Road/Highway Right-of-Way Line.
6. The Applicant will at any time subsequent to placing the facilities, and at the Applicant's expense, relay, replace, alter, change, reconstruct, or relocate its overhead and/or buried facilities and appurtenances thereto as may become necessary to conform to new grades, alignment, or widening right-of-way, resulting from maintenance or construction operations by the County Board of Supervisors irrespective of whether or not additional right-of-way is acquired in connection with such road improvements. The Applicant agrees to do this within ninety (90) days written notice from the Board of Supervisors, and without cost to the County. If the Applicant is unable to comply within said ninety (90) days, the Board of Supervisors may cause the work to be done and the Applicant will pay the cost thereof upon receipt of statement.
7. All work shall be done in a workmanlike manner; the surrounding ground, slopes, and ditch bottoms shall be reshaped to conform to the area and left in a neat condition satisfactory to the County Engineer. All areas where sod has been damaged or destroyed shall be re-seeded.
8. The Applicant shall notify the County Board of Supervisors at least forty-eight (48) hours in advance of the Applicant's intention of starting work covered by this permit on the road right-of-way. Said notice shall be in writing to the County Engineer.
9. Applicant, its' successors, grantees and assigns shall and hereby agrees to assume all responsibility, risks and liabilities for all accidents and damages that may occur to persons and/or property on account of the work done under this permit, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, losses, and expense including judgements, costs and including attorney's fees, for personal injuries (including death) or property damage arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.
10. It is understood that this permit is issued only insofar as Woodbury County has jurisdiction and does not presume to release the Applicant from fulfilling any existing statutes relating to the installation, construction and operation of said facilities.
11. It is further understood that the facilities covered by this permit shall be constructed or installed within one (1) year after the date of approval of this permit, unless otherwise extended in writing by Woodbury County.
12. Engagement in the operations as herein applied for by the Applicant shall be considered and constitute an acceptance of all the terms and conditions herein set forth.

#96

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

Date: 6/1/2016

Weekly Agenda Date: 6/7/2016

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

WORDING FOR AGENDA ITEM:

Consider of award of bid for Bridge Project STP-S-CO97(127)--5E-97

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Board of Supervisors received bids through the Iowa DOT letting in Ames for county bridge replacement project STP-S-CO97 (127)—5E-97 on April 19, 2016. Iowa DOT has returned an award recommendation for the Board's consideration which the Board followed and awarded the contract to Sioux City Engineering at their May 10, 2016 meeting.

BACKGROUND:

This project is done in cooperation with the city of Salix. The project replaces the existing concrete pavement on county route K45, also known as Poplar Street, from the Salix interchange with I-29 to the intersection with Old Highway 75. The Board approved a project agreement with Salix that set for the cost shares for the project in 2015.

FINANCIAL IMPACT:

This project is paid for by a combination of federal aid highway (STP) funds awarded through the Siouxland Regional Transportation Planning Agency, city funds, and county farm to market 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 contract and bond for the PCC Paving Project to Sioux City Engineering.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the contract and bond for Project STP-S-CO97(127)--5E-97 with Sioux City Engineering for \$979,679.88.

CONTRACT

FA96 (Form 650019)
05-13

Letting Date: April 19, 2016 Contract ID: 97-C097-127 Bid Order No: 111
County: WOODBURY Project Engineer: WOODBURY COUNTY ENGINEER
Cost Center: 801000 Object Code: 860 DBE Commitment: \$24,203.40
Contract Work Type: PCC PAVEMENT - REPLACE

This agreement made and entered by and between the BOARD OF SUPERVISORS OF WOODBURY COUNTY,
IOWA, CONTRACTING AUTHORITY, AND
SIOUX CITY ENGINEERING CO. OF SIOUX CITY, IA, (SI200), CONTRACTOR

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of 04/14/2016.

PROJECT: STP-S-C097(127)--5E-97 COUNTY: WOODBURY
WORK TYPE: PCC PAVEMENT - REPLACE ACCOUNTING ID: 33426
ROUTE: K45 LENGTH (MILES): 0.8
LOCATION: POPLAR ST: FROM I-29 INTERCHANGE TO K45 INTERSECTION
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2015 of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums: DS-15027, FHWA-1273.06, GS-15002, IA16-1.0, SS-15005,
ADDENDUMS: 19APR111.A01

Contractor, for and in considerations of \$979,679.88 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, 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.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.

By _____, Contractor of joint venture

By _____ Contracting Authority Contract Award Date

Iowa DOT Concurrence _____

CONTRACT SCHEDULE OF PRICES

 Vendor No.: SI209 Bid Order No.: 111
 Contract ID No.: 97-C097-127 Letting Date: April 19, 2016
 Primary Work Type: PCC PAVEMENT - REPLACE 10:00 A.M.
 Primary County: WOODBURY

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars Cts	Bid Amount Dollars Cts
SECTION 0001 ROADWAY ITEMS				
0010	2100-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	2,446.000 CY	9.00000	22,014.00
0020	2115-0100000 MODIFIED SUBBASE	1,724.000 CY	26.00000	44,824.00
0030	2121-7425020 GRANULAR SHOULDERS, TYPE B	816.000 TON	34.00000	27,744.00
0040	2213-7100400 RELOCATION OF MAIL BOXES	9.000 EACH	300.00000	2,700.00
0050	2301-1033090 STANDARD CP SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9 IN.	12,234.800 SY	48.90000	598,281.72
0060	2301-9091000 RUMBLE STRIP PANEL (PCC SURFACE)	6.000 EACH	440.00000	2,640.00
0070	2315-8275030 SURFACING, DRIVEWAY, CLASS C GRAVEL	124.000 TON	34.00000	4,216.00
0080	2510-6745850 REMOVAL OF PAVEMENT	11,846.400 SY	5.00000	59,232.00
0090	2511-6745900 REMOVAL OF SIDEWALK	261.100 SY	6.00000	1,566.60
0100	2511-7526004 SIDEWALK, P. C. CONCRETE, 4 IN.	206.700 SY	40.00000	8,268.00

CONTRACT SCHEDULE OF PRICES

Vendor No.: S1200 Bid Order No.: 111
 Contract ID No.: 97-C097-127 Letting Date: April 19, 2016
 Primary Work Type: PCC PAVEMENT - REPLACE 10:00 A.M.
 Primary County: WOODBURY

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0220	2601-2636044 SEEDING AND FERTILIZING (URBAN)	0.300 ACRE	4,000.00000		1,200.00	
TOTAL BID						979,679.88

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program; and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL)

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL)

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<http://www.epls.gov>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

IOWA DOT CONTRACTOR'S PERFORMANCE BOND

Bond Number: _____

Contract I.D.: _____

County: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____

of _____ (hereinafter called the Principal) and _____

of _____ (hereinafter called the Surety) are held and firmly bound unto the

_____ (hereinafter called the Contracting Authority) Iowa, in the penal sum*
_____ (Iowa DOT, County, or City name, etc.)

of _____ dollars (\$ _____),
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

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

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

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage 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

By: _____
Principal

Title

Title

By: _____
Surety

By: _____
Surety

Title

Title

Address: _____

Address: _____

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 or 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.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

#9C

Date: 6/1/2016

Weekly Agenda Date: 6/7/2016

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

WORDING FOR AGENDA ITEM:

Consider of award of bid for Bridge Project ER-CO97(125)—58-97

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Board of Supervisors received bids through the Iowa DOT letting in Ames for road repair project ER-CO97(125)—58-97 on April 19, 2016. Iowa DOT has returned an award recommendation for the Board's consideration which the Board followed and awarded the contract to K and L Construction at their May 10, 2016 meeting.

BACKGROUND:

The project involves road embankment repairs on federal aid highways damaged during the June 2014 flood. Seven sites on county road D38 and two sites on county road D50 are to be repaired as part of this project. This is the last of three projects on federal aid routes and will complete repairs to affected roads. The county engineering department has completed design work and received required permits to allow construction. Temporary construction easements and permanent easements have been secured from the neighboring landowners.

FINANCIAL IMPACT:

This project is paid for by 80% federal highway administration emergency relief funds and 20% county farm to market 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 contract and bond for the project to K and L Construction.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the contract and bond for ER-CO97(125)—58-97 to K and L Construction for \$199,613.00.

CONTRACT

FA96 (Form 650019)
05-13

Letting Date: April 19, 2016 Contract ID: 97-C097-125 Bid Order No.: 304
County: WOODBURY Project Engineer: WOODBURY COUNTY ENGINEER
Cost Center: 801000 Object Code: 860 DBE Commitment: \$0.00
Contract Work Type: EMERGENCY REPAIR - EROSION

This agreement made and entered by and between the BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA, CONTRACTING AUTHORITY, AND K & L CONSTRUCTION, INC. OF SERGEANT BLUFF, IA, (K.055), CONTRACTOR

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of 04/14/2016

PROJECT: ER-C097(125)--58-97 COUNTY: WOODBURY
WORK TYPE: EMERGENCY REPAIR - EROSION ACCOUNTING ID: 33470
ROUTE: D38 LENGTH (MILES): 0
LOCATION: D38, 7 LOCATIONS, FROM INT. OF KNOX AVE. & D38 EAST 5.0 MILE
S TO INT. OF D38 AND HWY 31 & IN SECT 22-87-43 ON D50.
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2015 of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums: FHWA-1273.06, GS-15002, IA16-1.0, SS-15005

Contractor, for and in considerations of \$199,613.00 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, 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.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.

By Jenna Wilson Contractor (if joint venture)

By _____ Contracting Authority Contract Award Date

Iowa DOT Concurrence _____ For Local Agency Contracts Concurrence Date

CONTRACT SCHEDULE OF PRICES

 Vendor No.: K.055 Bid Order No.: 304
 Contract ID No.: 97-C097-125 Letting Date: April 19, 2016
 Primary Work Type: EMERGENCY REPAIR - EROSION 10:00 A.M.
 Primary County: WOODBURY

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
SECTION 0001 ROADWAY ITEMS						
0010	2101-0850001 CLEARING AND GRUBBING	 0.500 ACRE	 15,000.00000		 7,500.00	
0020	2102-2625001 EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	 6,530.000 CY	 14.10000		 92,073.00	
0030	2102-2712015 EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	 10.000 CY	 50.00000		 500.00	
0040	2402-2720000 EXCAVATION, CLASS 20	 75.000 CY	 20.00000		 1,500.00	
0050	2402-2720100 EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	 100.000 CY	 15.00000		 1,500.00	
0060	2403-0100020 STRUCTURAL CONCRETE (RCB CULVERT)	 7.700 CY	 1,500.00000		 11,550.00	
0070	2404-7775005 REINFORCING STEEL, EPOXY COATED	 614.000 LB	 10.00000		 6,140.00	
0080	2416-0100030 APRONS, CONCRETE, 30 IN. DIA.	 1.000 EACH	 1,400.00000		 1,400.00	
0090	2416-1180024 CULVERT, CONCRETE ROADWAY PIPE, 24 IN. DIA.	 6.000 LF	 295.00000		 1,770.00	
0100	2416-1180030 CULVERT, CONCRETE ROADWAY PIPE, 30 IN. DIA.	 8.000 LF	 350.00000		 2,800.00	
0110	2417-1060024 CULVERT, CORRUGATED METAL ROADWAY PIPE, 24 IN. DIA.	 28.000 LF	 125.00000		 3,500.00	

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for the period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

IOWA DOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: 1050442

Contract I.D.: 97-C097-125

County: Woodbury

KNOW ALL PERSONS BY THESE PRESENTS: That we, K & L CONSTRUCTION, INC.

of Sergeant Bluff IA (hereinafter called the Principal) and The Hanover Insurance Company

of WORCESTER MA (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 HUNDRED NINETY NINE THOUSAND SIX HUNDRED THIRTEEN AND 00/100 dollars (\$ \$199,613.00)
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 14th day of April, 2016 enter into a written contract with the Contracting Authority to perform
Emergency Repair - Erosion

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

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

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage 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 23rd day of May, 2016,

K & L CONSTRUCTION, INC.
Principal

By: [Signature]
Title

The Hanover Insurance Company
Surety

By: [Signature]
Robert Downey, Attorney-in-fact
Title

Address: 440 Lincoln St WORCESTER, MA 01653

Principal

By: _____
Title

Surety

By: _____
Title

Address: _____

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.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Michael J. Douglas, Chris Steinagel, Christopher M. Kemp, Robert Downey and/or Connie Smith

of Hudson, WI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 20th day of December 2011.




THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

Joe Brenstrom
Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 20th day of December 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

 BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick
Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 20 day of May 2016

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian
Glenn Margosian, Vice President

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

#10

Date: 06/01/16

Weekly Agenda Date: 06/07/16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: David Gleiser, R.E.D. Director

WORDING FOR AGENDA ITEM:

Receive and Consider Bids for Rural Cities Comprehensive Planning Project

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Woodbury County intends to hire a qualified consulting firm to develop comprehensive plans for rural cities in Woodbury County. This item formalizes the bids submitted for the project.

BACKGROUND:

Woodbury County has worked with rural cities and identified the need for comprehensive planning services in 11 cities. The County has developed an RFP (request for proposal) for such services, and has also formed a committee to review the bids received and make a recommendation for an award to the Board of Supervisors. The RFP review committee is comprised of 2 members of the Board of Supervisors, the County's Rural Economic Development Director, Planning & Zoning Director, and Finance Controller, and 2 rural city Mayors. This would be comprised of Supervisors Taylor and Monson, David Gleiser, Dennis Butler, Jon Winkel, and Jim Fisher with the intent to make a recommendation back to the Board.

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:

Allow the Comprehensive Planning Project RFP review committee to analyze the bids and make a recommendation to the Board at a later date.

ACTION REQUIRED / PROPOSED MOTION:

Motion to create and have the Comprehensive Planning Project RFP review committee analyze the bids and make a recommendation to the Board at a later date.

CREATION/CHANGE OF COMMITTEE FORM
Form Approved by the Board of Supervisors 11/17/15

Board Approval Date:

Date Originally Created:
Ending Date (if known):

Name of Committee:

Purpose:

	Members OR Position	Entity Represented
1.	Jeremy Taylor	Board of Supervisors
2.	Mark Monson	Board of Supervisors
3.	David Gleiser	Rural Economic Development
4.	Dennis Butler	Finance Controller
5.	John Pylelo	Planning/Zoning
6.	Jon Winkel	City of Sergeant Bluff
7.	Jim Fisher	City of Merville
8.		
9.		
10.		
11.		
12.		

Is this Committee - X the box that applies

<input type="checkbox"/>	Required by Iowa Code
<input type="checkbox"/>	Created by the provision of Iowa Code Chapter 28E
<input type="checkbox"/>	Committee Created by Agreement
<input checked="" type="checkbox"/>	Committee Created for Special Purpose*

The Committee plans to at least meet - X the box that applies

<input type="checkbox"/>	Weekly
<input type="checkbox"/>	Monthly
<input type="checkbox"/>	Semi-Annually
<input type="checkbox"/>	Annually
<input checked="" type="checkbox"/>	Other/Unknown

* Special committees will sunset at the end of every calendar year unless re-approved each year.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUIRED



Date: June 1st, 2016

Weekly Agenda Date: 6/07/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz, Building Service

WORDING FOR AGENDA ITEM:

Courthouse Courtroom #203 Emergency Repair Contract

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Due to the work complexity & multiple contractor performances required additional oversight is necessary for the Emergency Repair Project at Courtroom #203. Competitive quotes for work have been requested by the Board of Supervisors as recommended by the Board Attorney. Quotes have been received as directed. CMBA Architects and Building Services have reviewed the two submissions, one from The Baker Group in the amount of \$97,013.00 and one from RP Seiler Paint & Restoration in the amount of \$98,674.52. (quotes attached). The Board Attorney has reviewed quotes, and performed contract language changes as necessary.

CMBA has raised concerns about the project deadline being unachievable due to delays. The repair time-period has now been shortened by 30-days. At inception Bogenrief Studios informed us that they had other projects scheduled, however could complete our project if they could begin right away, restoration work would need to be completed so that they could re-install the windows within a 90-day time frame.

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 dated April 8th.

It has been deemed an Emergency Project to repair Courtroom #203 by the Board of Supervisors.

A 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 has been work 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 has removed the stained glass leaded windows.

Erik Raker, of Raker & Rhodes Engineering (structural engineer) has visited the site to review structural repair recommendations and is working with CMBA Architects.

A contractor to provide window mullion repair restoration and structural repair will be necessary and one has been identified per recommendation of FEH Architects (Ed Storm). 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 - Funding from 2017 Capital Improvement Project A12 (Courthouse Exterior Facade/Windows)

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:

The Building Services Department & Cannon Moss Brygger Architects recommend that low quote be approved, and repair work should proceed immediately.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve low quote by the Baker Group, and immediately proceed with repairs.



Baker Group

Main Phone: 515.262.4000
Main Fax: 515.266.1025
www.thebakergroup.com

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 parties agree that time is of the essence in performance of the work under this contract.
3. 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.
4. All work will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday.
5. 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 upon seven (7) days notice and demand for payment.
6. As a governmental entity, Woodbury County is exempt from certain taxes. Woodbury County will provide an exemption certificate to Baker Group upon request.
7. Any legal action relating to this agreement, or the breach thereof, shall be commenced within the period specified by applicable law.
8. This Proposal valid for a period of 60 days after issuance.
9. 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.

10. Contractor, with regard to work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin and shall comply with the provisions of Title VI of the Civil Rights Act of 1964 and the regulations promulgated thereunder.
11. Baker Group shall maintain general liability insurance during the course of this contract in the amount of at least \$500,000 with Woodbury County as an additional named insured. Certificates of Insurance acceptable to the County shall be filed with the County.

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. Baker Group shall furnish a bond covering faithful performance of the Contract and payment of obligations arising thereunder as required by Iowa Code Chapter 573.
3. Contractor warrants to the Owner that materials and equipment furnished under this contract will be of good quality and new unless the design documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the this contract and will be free from defects, except for those inherent in the quality of the Work the design documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
4. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes
 - .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract.

Baker Group:

Customer:

Proposed By _____

APPROVED BY: _____

Name: _____
 Print

Name: _____
 Print

TITLE: _____

Title: _____

Date: _____

Date: _____



PROJECT TERMS AND CONDITIONS



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,

Craig E. Hansen
Senior Vice President

CEH/sv

May 25th, 2016

RP Seiler Painting & Restoration

To whom it may concern

I propose to provide the following:

- 1) Material and labor for painting of window frames
- 2) Material and labor for restoration of the window metal
 - a) Cutting out bad areas and welding in new metal to match
 - b) Removing and disposal of all lead based paint and materials
 - c) Grinding and sand blasting as required for metal restoration
- 3) Working with Bogenrief to get all windows reinstalled
- 4) Straightening the outside metal by welding in intermediate clips
- 5) Cleaning the brick and Terra Cotta around the windows of courtroom #203
- 6) Material and labor to install one new piece of marbel inside courtroom
- 7) Set up & removal of all scaffolding to work on windows
- 8) Drilling and re-tapping frames and cleaning of all hardware to restore to working order.
- 9) Cleaning areas of Courtroom 203 to get back to working order
- 10) Performance and payment bond
- 11) County will need to provide tax exempt certificate, as well as a high-lift to reach windows from the outside.

TOTAL PRICE =

\$ 98,674.52

Thanks for your consideration in this matter

Rob Seiler

Rob Seiler

WOODBURY COUNTY APPROVAL BY:

#12

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

Date: 05.27.2016

Weekly Agenda Date: 06.07.2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: SHERIFF DAVE DREW		
WORDING FOR AGENDA ITEM: 2016 INTERLOCAL AGREEMENT BETWEEN THE CITY OF SIOUX CITY, IOWA AND WOODBURY COUNTY, IOWA FOR BYRNE JUSTICE ASSISTANCE GRANT PROGRAM AWARD.		
ACTION REQUIRED:		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Give Direction <input checked="" type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input checked="" type="checkbox"/>

EXECUTIVE SUMMARY: 2016 INTERLOCAL AGREEMENT BETWEEN THE CITY OF SIOUX CITY, IOWA AND WOODBURY COUNTY, IOWA FOR BYRNE JUSTICE ASSISTANCE GRANT PROGRAM AWARD.

BACKGROUND: WOODBURY COUNTY IS SUBMITTING THE 2016 JAG GRANT APPLICATION JUNE 30, 2016.

FINANCIAL IMPACT: CITY OF SIOUX CITY - \$19,855.00. WOODBURY COUNTY - \$19,855.00. TOTAL - \$39,710.00.

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

Yes No

RECOMMENDATION: APPROVE AND SIGN THE INTERLOCAL AGREEMENT TO COMPLETE THE APPLICATION PROCESS.

ACTION REQUIRED / PROPOSED MOTION: APPROVE AND SIGN THE INTERLOCAL AGREEMENT.

Approved by Board of Supervisors April 5, 2016.

GMS APPLICATION NUMBER 2016-H3244-IA-DJ

THE STATE OF IOWA

KNOW ALL BY THESE PRESENT

COUNTY OF WOODBURY

INTERLOCAL AGREEMENT

BETWEEN THE COUNTY OF WOODBURY, IOWA AND THE CITY OF SIOUX CITY, IOWA;

2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ___ day of _____, 2016 by and between The COUNTY of Woodbury, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Sioux City, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Woodbury County, State of Iowa, witnesseth:

WHEREAS, this Agreement is made under the authority of Iowa Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the COUNTY agrees to provide the CITY JAG award for the Justice Assistance Grant Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY 50% of funds received under the federal award for a total of **\$19,855.00** in JAG funds.

Section 2.

CITY agrees to use \$3,971.00 for the Tri-State Drug Task Force and remaining \$15,884.00 for eligible activities under the JAG program until 9-30-2020.

COUNTY agrees to use \$3,971.00 for the Tri-State Drug Task Force and remaining \$15,884.00 for eligible activities under the JAG program until 9-30-2020.

GMS APPLICATION NUMBER 2016-H3244-IA-DJ

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Iowa Tort Claims Act

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Iowa Tort Claims Act

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF Woodbury County

CITY OF Sioux City

Chairman, Woodbury County, IA.

Mayor, City of Sioux City, IA.

Board of Supervisors

ATTEST

Woodbury County Auditor

City Clerk

A. AG EXPO CENTER

City and County with The Siouxland Initiative

Overall, this was a great discussion. We have reached out on three separate occasions now to learn more as we reach across the alley. The conversation was cordial, free-spirited, and helpful to learn their perspective. We appreciated all partners in the room being on the same page and wanted to assure that no matter what the decision, going forward we all want economic development and growth while being careful stewards of tax dollars.

Tax-Exempt Pass Through Loan

We discussed possible options for a pass-through loan, which could help with financing. I asked Dennis Butler to explore this. For a 501c3 in which we act as the pass-through, the rate would be 3% for the first 5 years on a 10 year and adjustable from 5-10 years. For a 15 year loan, 3.5% for the first 5 years, and adjustable from 5-10 and 10-15 years. Fixed rate would be 3.5% for 10 years or 4.25% for 15 years. These are bank-qualified loans of up to \$6.25 million and if it was the 501c3 who took this loan out passed through by the County would not hold the County ultimately liable.

Tax Increment Financing (TIF) Use vs. Other Sources, e.g. Gaming Revenue

The City of Sioux City's attorney has not formally reviewed but they believe this is forthcoming. While there is interest in this possibility, they would need to feel comfortable with the mechanics of how this was done as shared by the County's bonding attorney. I am personally hesitant on this approach but believe an all-avenues-should-be-explored approach is a good one. There was discussion on whether a fund allocation over a period of years would be appropriate *should* the County ultimately participate because of interest costs.

WITCC Partnership

There was discussion concerning WITCC and their level of involvement. Our understanding is that this will be going before their Board. I expressed that it would be good to see this both in terms of contribution and on paper regarding expressed interest.

Management and Operations / Risk

It was agreed that the hiring, training, and an incentive-based management group would need to be responsible rather than a City staff function. It would be less preferable for the County to be a part of a management Board with organizational oversight as in a governance Board or 28E agreement. The County did not do that historically with the Tyson Events Center or other projects within Sioux City. We would like to see where this is at as it develops to ensure up-front that a proven track record will be able to (with foresight and good organization) lead this into the future and beyond. It was also understood that the County does not want to share operational / risk liabilities but instead potentially contribute to a project that with exercised due diligence, we feel comfortable helping to get started but not managing long-term.

Kirkwood College

This was referenced by Gene Lehman, Dennis Gann, and Marty Dougherty as a model prospect. A link to the site is here: <http://www.iowaquestrian.com/home>

State of Iowa

The State of Iowa IEDA \$13.9 million for the reinvestment district (\$70-72 million), which is based on sales tax capture, functions much like a "sales tax TIF." This would help private sector fundraising which is approximately \$1.5 million. The finalized application is in to the State and currently includes the Warrior/Davidson buildings though there is not surety as to whether this will come to fruition. An amended application could make the "footprint" of the Ag Expo Center site bigger once again while keeping to the 25-acre limit. The economic development to the area was sizable making this a potential attractive investment.

Future Meeting

We will meet back within the next 2 weeks to discuss legal counsel concerning TIF, tax-exempt pass-through loan possibilities, and any new developments. We would expect a presentation in a public meeting in the future at which time the County would need to make a decision whether or not to participate and if so, at what level.

B. LEC Expansion 6-2-2016

Supervisor Monson and I learned some more developments from Larry Goldberg, which were intriguing. A schematic design with appropriate line-of-sight, compliant with ACA and State of Iowa standards for minimum square footage, and integrated showers was shown to us. Several handicapped cells with a total of 32 inmates is what is currently programmed. The modular cells could actually be unbolted and moved at a future date, and we discussed some financing options wherein with a government lease these can actually be financed with a \$1 option to buy out. There are financing RFP options that could be utilized.

We expect within the next 2-3 weeks that there will be a presentation before the Board but things are generally looking auspicious. The architect, CMBA, Baker, our Building Services Director, and Sheriff's Office continue to dialogue in a way that we believe is helpful to the ultimate goal, which was answered during our hour-long meeting: should the County be able to complete this project, the costly Prairie Hills facility could be closed so that taxpayers would not have to absorb the same cost (\$1.2 million) in utilities/repairs and have nothing to show for it. We will continue to monitor, but the Board should expect a response in the next 2-3 weeks.

C. Board Administration Modernization and Treasurer's Move

Karen and Heather in the Board office will move out June 8 to the 8th floor temporarily while June 9-17 product, furniture, cubicle installation and the like are being installed. Monitor placement and

technology upgrades will happen during that time as well. The following week (after June 15), we will look for audio-sound upgrades for Kingsbury Electronics.

Great credit to Kenny Schmitz, John Malloy, and their respective teams for the hard work, work-arounds, and flexibility in moving from the Treasurer's Office to Trosper Hoyt. Treasurer Mike Clayton expressed his appreciation to them and Cc'd me in on that.

D. Tri View Facility

We will be looking to respond to a request from the Woodbury County Commission of Veterans Affairs regarding the addition of a new service officer. I have been in contact with the CEO of the Region to garner input on a couple of space options I am offering under day-to-day operations in order to be able to meet the needs of our veterans.

'16 JUN -2 A9 :18

**NOTICE OF PUBLIC HEARING
CITY COUNCIL
SIOUX CITY, IOWA**

You are hereby notified that the Sioux City City Council will consider the item identified below at a public hearing to be held on **Monday, June 6, 2016, at 4:00 P.M.**, in the City Council Chambers, Fifth Floor of City Hall, 405 6th Street, Sioux City, Iowa. You are invited to attend the hearing to voice your opinion in regard to this agenda item. For further information, please call this office at (712) 279-6340. (This item is on file in Room 308, City Hall.)

PURPOSE OF THIS REQUEST:

Agenda Item 2016-0026

The petitioner, Eufrazio Taracena, requests the vacation of right-of-way adjacent to the property at 3700 Grandview Boulevard. The petitioner wishes to add the area to his property. A general area map is attached for your review. The Planning and Zoning Commission recommended approval of the request On May 24, 2016.

Charlie Cowell
Planner

ADA NOTICE

The City of Sioux City does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need auxiliary aids for effective communication in programs and services of the City of Sioux City are invited to make their needs and preferences known to the ADA Compliance Officer, City Hall, 406 - 6th Street, Room 204, 712-279-6259. This notice is provided as required by Title II of the Americans with Disabilities Act of 1990.

If you are unable to attend this hearing but would like to have your comments on record, you may forward this response slip to the City Planning Division, P.O. Box 447 Sioux City, IA 51102, call at (712) 279-6340, Fax (712) 224-5218, or e-mail planzone@sioux-city.org.

Your Name: _____ Agenda Date: 6/6/2016

Address: _____ Agenda Item No. : 2016-0026

Your Comments Regarding This Item: _____

General Area Map



Subject Vacation



City of Sioux City Planning Division

Disclaimer of Liability: (Sioux City and Woodbury Co. GIS System)
The Customer understands and acknowledges that the Products and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Sioux City & Woodbury Co. make no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such Products, or accept any liability arising from any incorrect, incomplete or misleading information contained therein.



June 1, 2016

Mark Monson
Woodbury County
620 Douglas St. Rm 106
Sioux City, IA 51101

LIVE UNITED



United Way of Siouxland

Dear Mark,

JUN 3 2016 PM12:07

As we begin a very important campaign year, we ask that you consider sharing the enclosed information with a few of your "key" employees and encourage them to participate in this year's Loaned Executive program.

Realizing that your business needs have changed, and the demands on your employees are greater than before, the Loaned Executive program has also changed. We've shortened the training program to just four hours and reduced the number of accounts that each volunteer is responsible for to just five to seven local businesses.

In addition to providing excellent networking opportunities, and tours of United Way agency partners, the Loaned Executive program provides opportunities for your employees to sharpen critical business skills:

- Leadership
- Relationship Building
- Teamwork
- Time Management
- Organizational Skills
- Public Speaking
- Communication
- Account Management
- Sales & Marketing

How the program works:

- Your organization "loans" one or more of your staff to United Way for just three to seven hours per week over a twelve week period August-October.
- Individual will attend training on Monday, August 15th (1:00p.m. – 5:00p.m.)
- Loaned Executives will help coordinate campaigns with top businesses in Siouxland.
- They will be part of a team and work towards meeting individual and overall campaign goals.

**Simplified
½ Day
Training!**

To sign up for this program, simply fill out the enclosed participation form and fax (255-3028) or email to Amber Sherman at the United Way of Siouxland (asherman@unitedwaysiouxland.com) by July 1st, 2016.

Thank you for your consideration and thank you for your generous support of United Way of Siouxland.

Sincerely,

Jennie Bell
Chair, Loaned Executive Team
Premier Bankcard

Amy Bloch
Vice-Chair, Loaned Executive Team
Catholic Charities

Encl: LE Brochure, Participation Form

LOANED EXECUTIVE PARTICIPATION FORM



Personal Information

Name (as you would like it published)

Spouse's Name

Home Address

City, State, Zip Code

Phone

Email

Business Information

Company (as you would like it published)

Job Title

Owner/CEO of Company

Number of years with company

Company Address

Office Phone

Cell Phone

E-Mail (*Email correspondence will be sent to this address unless otherwise noted.*)

LOANED EXECUTIVE CALENDAR

1-Day Training: Monday, August 15
1:00 pm – 5:00 pm

Campaign Kickoff & ECM Training:
August 25, 2016 @ WITCC. 7:30 a.m.

Scheduled Progress Meetings: (One In-Person Meeting and Four E-Meetings)

LE Wrap-Up & Thank You Party: 3rd
Week in November

Please send completed form to United Way of Siouxland c/o Amber Sherman
701 Steuben St., Sioux City, IA 51101
Or FAX to 255-3028, Or EMAIL to asherman@unitedwaysiouxland.com
For More Information Call Amber @ 712-255-3551



What people are saying about
the Loaned Executive Program

Untapped Potential

"As an employer, United Way's Loaned Executive program offers a priceless training opportunity for my employees. I have found it brings out skills from each individual that would have otherwise gone untapped."

-Garry Smith

American Pop Corn Company

Focus

"Being a Loaned Executive helps you refocus your own life. It lets you do something to help those who need it."

-Tim Swanson

Dakota Dunes Development Company

Previous Loaned Executive

GIVE. ADVOCATE. VOLUNTEER.

INTERESTED IN PARTICIPATING?

For additional information and to sign
up, please contact Amber Sherman.

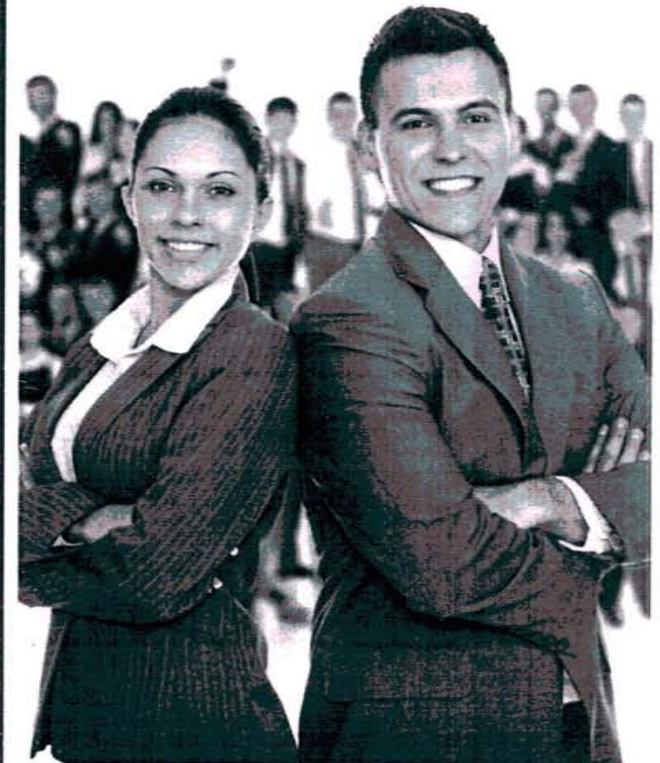
asherman@unitedwaysiouxland.com
712-255-3551

Activate the
Power of Community!



UNITED WAY OF SIOUXLAND
701 Steuben St.
Sioux City, IA 51101
Phone 712-255-3551
Fax 712-255-3028
unitedwaysiouxland.com

Take your employees from good to GREAT!



LIVE UNITED



United Way of Siouxland



Cultivate Talent. Develop Expertise.

One of the most comprehensive management training programs in the country is at United Way.

United Way of Siouxland's Loaned Executive Program is a great tool to add to your management training toolkit.

Polish your best and brightest employees while raising funds to make a positive impact in our community.

Participating in this program gives your company high visibility & provides excellent, hands on training for employees.

INVEST *in your employees and your community.*

YOUR ORGANIZATION BENEFITS

- Key personnel sharpen their leadership and management skills.
- Establish relationships with Siouxland businesses and community leaders.
- Public recognition for providing leadership to reach Community Impact Goals.

YOUR EMPLOYEE BENEFITS

- Strengthened leadership, management and communication skills.
- The opportunity to work with community leaders.
- Training for future leadership positions.
- Goal setting skills are strengthened.
- Problem solving, team building, time management & customer relationship skills are strengthened.

LIVE UNITED

How to LIVE UNITED?

Join Hands. Open your heart. Lend your muscle. Find your voice. Think of We before Me. Reach out a hand to one and influence the condition of ALL.

Give. Advocate. Volunteer. Live United.

United Way of Siouxland is accomplishing this by working with local partners to improve education, increase financial stability for families, and strengthen the health of our community. We know that positively impacting education, income and health will positively impact us all.

ADVANCING EDUCATION INCOME AND HEALTH

THE TIME FRAME

The program begins with a 1-day training session in early August and continues as a part-time commitment through October. Loaned Executives (L.E.s) will spend 3-7 hours/week fulfilling their duties. Flexible scheduling allows LEs to work around their current job duties.

THE CANDIDATE

L.E.s are self-confident, articulate, goal-oriented and have the ability to guide and motivate others. They should be excited about sharpening skills that will be useful to them in the workplace and learning more about their community.

THE RESPONSIBILITIES

L.E.s will be provided with training on sales techniques, presentation skills & United Way basics. Their duties will include researching account potential, assisting company coordinators in executing a successful campaign, making presentations to employee groups, and account follow-through.

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>
5/28/16	Saturday	221	205	16	0	23
5/29/16	Sunday	229	213	16	0	23
5/30/16	Monday	222	206	16	0	23
5/31/16	Tuesday	230	214	16	0	23
6/1/16	Wednesday	208	192	16	0	23
6/2/16	Thursday	227	210	17	0	23
6/3/16	Friday	226	208	18	0	23
		1563	1448	115	0	161

24 HOUR DAILY COUNT

<u>DATE</u>	<u>TOTAL</u>	<u>MALE</u>	<u>FEMALE</u>
5/28/16	238	201	37
5/29/16	250	207	43
5/30/16	243	203	40
5/31/16	246	205	41
6/1/16	243	206	37
6/2/16	254	208	46
6/3/16	257	208	49
	1731	1438	293

*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>
5/21/16	Saturday	214	196	18	0	20
5/22/16	Sunday	217	191	18	8	20
5/23/16	Monday	207	189	18	0	20
5/24/16	Tuesday	204	189	15	0	21
5/25/16	Wednesday	204	189	15	0	21
5/26/16	Thursday	209	194	15	0	21
5/27/16	Friday	227	212	15	0	23
		1482	1360	114	8	146
24 HOUR DAILY COUNT						
<u>DATE</u>	<u>TOTAL</u>	<u>MALE</u>	<u>FEMALE</u>			
5/21/16	240	202	38			
5/22/16	232	195	37			
5/23/16	242	206	36			
5/24/16	235	197	38			
5/25/16	226	193	33			
5/26/16	235	195	40			
5/27/16	250	213	37			
	1660	1401	259			
*Highest population count each day						