



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(OCTOBER 3, 2017) (WEEK 40 OF 2017)**

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Rocky L. De Witt 253-0421 rdewitt@woodburycountyiowa.gov	Marty J. Pottebaum 251-1799 mpottebaum@woodburycountyiowa.gov	Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov	Jeremy J. Taylor 259-7910 jtaylor@woodburycountyiowa.gov	Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held October 3, 2017 at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

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

- | | |
|---------------------------|-------------|
| 1. Citizen Concerns | Information |
| 2. Approval of the agenda | Action |

Consent Agenda

Items 3 through 6 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

3. Approval of the minutes of the September 26, 2017 meeting
4. Approval of claims
5. Board Administration – Karen James
 - a. Approval of resolution for a tax abatement for Council on Sexual Assault and Domestic Violence
 - b. Approval of Medical Examiner contract with Dr. Julie A. Breiner
 - c. Approval of appointments of Dr. Thomas Carroll and Dr. Bryce W. Noll as Deputy Medical Examiner
 - d. Approval of resolution thanking and commending a county employee for years of service

6. Human Resources – Ed Gilliland
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorize Chairman to sign Authorization to Initiate Hiring Process

End Consent Agenda

- | | | |
|--------------------------------|--|--|
| 4:35 p.m.
(Set time) | 7. Public Bidder – Heather Satterwhite
Public hearing and sale of property parcel #894721406004 (aka 1924 Ingleside Ave.) | Action |
| | 8. Approval & Reading of Proclamation for Domestic Violence Awareness Month | Action |
| | 9. Human Resources – Ed Gilliland
Approval of Contractual Agreement for Employee Assistance Program with Employee and Family Resources | Action |
| | 10. Emergency Services – Gary Brown
Approval of Woodbury County EMS Loan of \$50,000 to Merville Ambulance to purchase a 2017 Chevy Arrow C4500 with a five-year payback agreement at zero percent interest | Action |
| | 11. Building Services – Kenny Schmitz <ol style="list-style-type: none"> a. Approval of Steam Trap Project AIA G701 Change Order #4 in the amount of \$6,961.00 b. Approval of Trosper Hoyt Building – Detention & public elevators – design and Construction Manager Contracts | Action

Action |
| | 12. Secondary Roads – Mark Nahra <ol style="list-style-type: none"> a. Receive and consider bids for project number L-C07(7)—73-97 b. Approve contract for project number M-HC 17-4 c. Accept and approve proposal for 220th Street Reclamation work d. Consider approval of plans for project number L-B(77)—73-97 and L-B(L78)--73-97 e. Approve Contracts for HMA Levelers 2017 | Action
Action
Action
Action

Action |
| | 13. Board of Supervisors - Matthew Ung
Approval of a Resolution Thanking and Commending Support Siouxland Soldiers for their service to Woodbury County | Action |
| | 14. Board of Supervisors – Jeremy Taylor & Matthew Ung
Approval of resolution to withdraw from Sioux Rivers Region | Action |
| | 15. Chairman’s Report <ol style="list-style-type: none"> a. Board of Supervisors’ appointments: Compensation Board b. Courthouse tour: Goodwill Adult Day Program (Sept. 28) c. Courthouse tour: ISU preservation class (Sept. 28) d. Courthouse tour: Heelan High School (Oct. 2) | Information |
| | 16. Reports on Committee Meetings | Information |
| | 17. Citizen Concerns | Information |
| | 18. Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletion

CALENDAR OF EVENTS

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

The following Boards/Commission have vacancies: Commission to Assess Damages - Category A, Category B, Category C and Category D, Woodbury County Compensation Commission

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

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

SEPTEMBER 26, 2017, THIRTYSEVENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, September 26, 2017 at 4:30 p.m. Board members present were Radig, Ung, Taylor, De Witt, and Pottebaum. Staff members present were Dennis Butler, Budget/Tax Analyst, Karen James, Board Administrative Coordinator, Ed Gilliland, Human Resources Director, Abigail Sills, Assistant County Attorney and Patrick Gill, Auditor/Clerk to the Board.

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

1. There were no citizen concerns.
2. Motion by Ung second by Taylor to approve the Agenda for September 26, 2017 with an amendment moving Committee Reports to follow the sale of public property. Carried 5-0. Copy filed.

Motion by Taylor second by De Witt to approve the following items by consent:

3. To approve minutes of the September 9, 2017 meeting. Copy filed.
To approve minutes of the September 15, 2017 Special meeting. Copy filed.
4. To approve the claims totaling \$710,028.43. Copy filed.
- 5a. To approve and authorize the Chairperson to sign a Resolution approving petition for suspension of taxes through the redemption process for Linda Rask, 2000 Ingleside Ave., parcel #894721406003.

**WOODBURY COUNTY, IOWA
RESOLUTION #12,628
RESOLUTION APPROVING PETITION FOR SUSPENSION
OF TAXES THROUGH THE REDEPTION PROCESS**

WHEREAS, Linda Rask and as joint titleholders of property located at 2000 Ingleside Ave., Sioux City, Iowa, Woodbury County, Iowa, and legally described as follows:

Parcel # 8947 21 406 003

BOULEVARD ALL W OF E 100 FT LO T 1 BLK 2

WHEREAS, Linda Rask, as joint titleholders of the aforementioned property has petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2017 Iowa Code Section 447.9(3) and,

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

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby directs the County Auditor to redeem this property Parcel #894721406003 owned by the petitioner from the holder of a certificate of purchase of the amount necessary to redeem under section 447.9, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this parcel.

SO RESOLVED this 26th day of September, 2017.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 5b. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Sioux City Community School District, for parcels #894716451005, #894716451004, #894716451003, & #894716451002.

WOODBURY COUNTY, IOWA
RESOLUTION #12,629
RESOLUTION APPROVING ABATEMENT OF TAXES

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

Parcel #894716451005
PEIRCES ADDITION LOT 4 BLK 36

Parcel #894716451004
PEIRCES ADDITION LOT 3 BLK 36

Parcel #894716451003
PEIRCES ADDITION LOT 2 BLK 36

Parcel #894716451002
PEIRCES ADDITION LOT 1 BLK 36

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

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

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

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

SO RESOLVED this 26th day of September, 2017.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 5c. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Yasha Foundation, for parcels #884705133016.

WOODBURY COUNTY, IOWA
RESOLUTION #12,630
RESOLUTION APPROVING ABATEMENT OF TAXES

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

Parcel #884705133016

LL-SC COMM 88-47 S 40 FT N 893 FT W 1 50 FT E 392 FT FORMERLY LOT 13 BLK 5 HEDGES MSIDE & EX W 15 0 FT S 160 FT N 893 FT E 392 FT BEING VAC LOTS 9-12 INCL & LOT 25 & S 1/3 LOT 2 6 BLK 5 HEDGES MSIDE & VAC ALLEY & POMEGRANITE ST ADJ ALL IN GOVT LOT

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

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

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

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

SO RESOLVED this 26th day of September, 2017.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 6. To approve and authorize the Chairperson to sign a Resolution setting the public hearing date and sale date of parcel #864426377004.

**RESOLUTION #12,631
NOTICE OF PROPERTY SALE**

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

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

NOW THEREFORE,

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

- 1. That a public hearing on the aforesaid proposal shall be held on
The **10th Day of October, 2017 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
- 2. That said Board proposes to sell the said parcel of real estate on the **10th Day of October, 2017**, immediately following the closing of the public hearing to the **James & Connie Buckingham only per Code of Iowa 331.361(2)**.
- 3. That said Board proposes to sell the said real estate to the **James & Connie Buckingham only for consideration of \$1.00 plus recording fees.**

Dated this 26th Day of September, 2017

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 7. To approve the separation of Steven Cunningham, Sheriff Reserve Officer, County Sheriff Dept., effective 8-31-17. Resignation.; the separation of Jared Foster, Sheriff Reserve Officer, County Sheriff Dept., effective 8-31-17. Resignation.; the separation of Amanda Timmer, Sheriff Reserve Officer, County Sheriff Dept., effective 9-15-17. Resignation.; the appointment of Lisa Stewart, Clerk II, County Treasurer Dept., effective 9-27-17. Job Vacancy Posted 8-9-17. Entry Level Salary: \$16.03/hour.; and the reclassification of Georgeann Pettigrew. Clerk II, Building Service Dept., effective 10-9-17, \$18.57/hour, 5%=\$.96/hour. Per AFSCME Courthouse Contract agreement, from Grade 3/Step 3 to Grade 3/Step 4. Copy filed.
- 8. To approve the permit to work in the right of way for Eric O'Connell. Copy filed.

Carried 5-0, with Radig declaring a conflict and abstaining on the vote for the resolution for the abatement of taxes for the Yasha Foundation.

- 9. A public hearing was held at 4:35 p.m. for the sale of parcels #894720386007 & #894720386008, 1123 W. 14th St. & 1402 Myrtle St. The Chairperson called on anyone wishing to be heard.

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

Motion by Taylor second by Ung to approve and authorize the Chairperson to sign a Resolution for the sale of real estate parcels #894720386007 & #894720386008, 1123 W. 14th St. & 1402 Myrtle St., to Ricardo Osorio, 1117 W 14th St., Sioux City, IA, for \$50.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD
OF SUPERVISORS OF WOODBURY COUNTY, IOWA
RESOLUTION #12,632**

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

By Ricardo Osorio in the sum of **Fifty Dollars & 00/100 (\$50.00)**-----
dollars.

For the following described real estate, To Wit:

**Parcel #894720386007 & #894720386008
The South Twenty-two feet of the West Thirty-two feet of Lot 7 in Block 38, North Sioux City Addition, in the County of Woodbury and State of Iowa
(1123 W. 14th Street)**

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

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

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

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

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

SO DATED this 26th Day of September, 2017.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 20. Board members gave their reports on committee meetings.
- 10. Motion by Ung second by Taylor to receive for signatures the canvass of Regular School Board Election 9/12/17, Western Iowa Tech. Carried 5-0.

Western Iowa Tech Community College Director Dist. 2

Curtis Johnson	Received fifty (50) votes
Candidate Total	Fifty (50) votes
SCATTERING	One (1) vote
TOTAL	Fifty-one (51) votes

We therefore declare:

Curtis Johnson duly elected for the office of Western Iowa Tech Community College Director Dist. 2 for the term of 4 years.

Western Iowa Tech Community College Director Dist. 5

Deborah J. Cook	Received five hundred twenty-eight (528) votes
Candidate Total	Five hundred twenty-eight (528) votes
SCATTERING	Eight (8) votes
TOTAL	Five hundred thirty-six (536) votes

We therefore declare:

Deborah J. Cook duly elected for the office of Western Iowa Tech Community College Director Dist. 5 for the term of 4 years.

Western Iowa Tech Community College Director Dist. 8

Russell C. Wray	Received four hundred thirty-five (435) votes
Candidate Total	Four hundred thirty-five (435) votes
SCATTERING	Four (4) votes
TOTAL	Four hundred thirty-nine (439) votes

We therefore declare:

Russell C. Wray duly elected for the office of Western Iowa Tech Community College Director Dist. 8 for the term of 4 years.

- 11. Motion by Taylor second by Ung to allocate \$1,000 and 2 days (16 hours) of paid time off for the employee contribution campaign. Carried 5-0. Copy filed.
- 12a. Motion by Ung second by Pottebaum to approve the IBC for Flex Administration. Carried 5-0. Copy filed.
- 12b. Motion by Ung second by Radig to approve the policy titled "Woodbury County Bloodborne Pathogens Policy" and to enroll it in the County's Policy Manual. Carried 5-0. Copy filed.
- 13. Rick Schneider presented information on anticipated impacts of H.R. 3688 as it affects Snyder Bend Park and Woodbury County. Copy filed.

Wray Wright, Hornick, Mark Haindfield, Sloan, Bill Smith, Sioux City, Lance Larson, Salix, Keely Purscell, Sioux City, Craig Peterson, Lawton, Steve Jauron, Sgt. Bluff, Ron Nohr, Winnebago, Teresa O'Brien, Sioux City, Mike Wells, Sloan, Mary Haafke, Browns Lake, Danelle Smith, Winnebago, Martha Cummins, Sioux City, Michelle LaMere, Winnebago, Katie Scott, Sloan, Andrew Limoges, Sioux City and Michael O'Connor, Sioux City asked questions and offered comments on H.R. 3688.

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

The Supervisors meeting was called back to order.

- 15a. Motion by Radig second by Taylor to approve the contract for project #L-B(Q10)—73-97 with Graves Construction, Spencer, IA, for \$287,089.09. Carried 5-0. Copy filed.
- 15b. Motion by Taylor second by De Witt to accept the proposal for slurry levelers from Fort Dodge Asphalt. Carried 5-0. Copy filed.
- 16. Motion by Taylor second by DeWitt to postpone the B-1 Intake project after completing all specifications, blueprints, and documents for bid purposes and ready all materials for bid purposes until a future time when LEC staffing levels are able to be adjusted to support the facility operations per the Goldberg Group Staffing Analysis. Carried 5-0. Copy filed.

Motion by Taylor second by Ung to postpone indefinitely LEC projects C-1 and C-2. Carried 5-0. Copy filed.

- 17a. Motion by Taylor second by Ung to approve funding of \$3,100.00 from Prairie Hills CIP #G-1 for Siouxland District Health rooftop AC unit #7 repair. Carried 5-0. Copy filed.
- 17b. Motion by Ung second by Radig to reallocate 2017 CIP project #B-2 funding of \$16,000.00 into 2017 CIP project #B-12. Carried 5-0. Copy filed.
- 17c. Motion by Taylor second by Ung to approve Baker Group Addendum to AIA-C132 contract. Carried 5-0. Copy filed.
- 17d. Motion by Ung second by De Witt to approve Baker Group AIA-C132 contract Woodbury County Courthouse project #2 automation controls/HVAC Retrofit 3rd thru 7th floors. Carried 5-0. Copy filed.
18. Motion by Ung second by Radig to de-obligate \$86,344 from FY17 LOST budget line-items, and obligate \$82,292 of those funds into the FY18 LOST budget for SIMPCO membership dues and Sheriff's training center project and to de-obligate \$75,000 from the FY17 Gaming budget line-items, and obligate those funds into the FY18 Gaming budget for the Sheriff's training center project. Carried 5-0. Copy filed.
19. The Chairperson reported on the day-to-day activities.
21. Citizen concerns.
22. Board member concerns.

The Board adjourned the regular meeting until October 3, 2017.

Meeting sign in sheet. Copy filed.

#5a



September 26, 2017

Board of Supervisors
Woodbury County Court House
620 Douglas Street
Sioux City, Iowa 51101

Board of Supervisors:

Council on Sexual Assault and Domestic Violence (CSADV) respectfully requests consideration of a tax abate on property located at 1800 Douglas in Sioux City. This property was purchased by CSADV in November 2014. The request for an abatement is for the tax bills received in August 2017 for the tax period of July 1, 2016 – June 30, 2017 (copies attached). The related information regarding this request includes these facts:

- The property was purchased November 1, 2014, and included three (3) contiguous parcels –
 - 1800 Douglas Street,
 - 405 and 407 18th Street,
 - 409 and 411 18th Street,At the time of purchase, the title was legally changed to one single entity and marked as 1800 Douglas.
- In January 2015, CSADV made application for a Property Tax Exemption for Certain Nonprofit and Charitable Organizations on the property at 1800 Douglas. The application was approved (copy attached).
- In August of 2016, CSADV received tax bills for 2015-16 taxes. Because there were three separate bills, I contacted the Assessor's office for clarification. The property was considered three parcels during the applicable tax period, therefore, three bills. At this meeting, I confirmed with the assessor that they were aware of the title change in November 2015, which should be applicable for 2016-17 taxes.
- In August of 2017, CSADV received tax bills for parts of 1800 Douglas. I contacted the Assessor's office and learned that because they were not aware of the title changes in February 2016 when they approved the tax exemption at 1800 Douglas, they considered the action to only apply to one of the three parcels (1800 Douglas). I was provided documentation from the Assessor of action they took in 2017 recognizing the combination of the three parcels and action to approve a tax exemption for the 2017-18 tax period on parcels 011 (405 & 407 18th Street) and 012 (409 & 411 18th Street) (copy attached).

CSADV recognizes that the Assessor's office was not aware of the title change from 2015, when originally approving the 1800 Douglas application for tax exemption in 2016. They have also made it clear that there was no other action CSADV should have taken to provide that information to their office.

We ask that the Board of Supervisors approve an abatement of these 2016-17 taxes for CSADV based on the approval of said tax exemption for 1800 Douglas in 2016. Your consideration is appreciated.

Sincerely,

Jim France
Member, Board of Directors

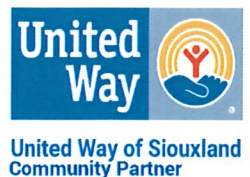
Margaret Sanders
Executive Director

**council on sexual assault
and domestic violence**
P.O. Box 1565
Sioux City, Iowa 51102
crisis line: (712) 258-7233
fax-shelter (712) 258-8790
administration: (712) 277-0131
fax-admin. (712) 226-2305
in Le Mars: (712) 546-6764
Margaret@csadv.org
www.csadvsiouxland.org

executive director
Margaret Sanders

board of directors
president
Rev. David Halaas
vice president
Angel Wallace
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Sarah Espiritu
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Mike Julius
Kim Mathers
Marvin Pottebaum
Royce Ranniger
Amanda Reyes
Jeff Tolsma
Cindy Washinowski
Patricia S. Wojcik



CSADV Mission Statement

The Council on Sexual Assault and Domestic Violence, CSADV, provides support, advocacy and a safe environment to empower adults and children who have experienced domestic violence and or sexual assault. Through leadership and education, CSADV works collaboratively with the community to promote social change and to end violence.

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Council on Sexual Assault and Domestic Violence is the titleholder of real estate Parcels #894721313011 and #894721313012 located in Woodbury County, Iowa and legally described as follows:

Parcel #894721313011

W 42 FT OF E 90 FT S 1/2 LOT 5 & W 42 FT OF E 90 FT LOT 6 ROSE HILL 2ND ADDITION

Parcel #894721313012

E 48' OF S 1/2 LOT 5 & E 48' LOT 6 BLK 15 ROSE HILL 2ND ADDITION

WHEREAS, the above-stated property has taxes owing for the 2017-2018 tax year, and the parcel is owned by Council on Sexual Assault and Domestic Violence; and

WHEREAS, the organization, namely Council on Sexual Assault and Domestic Violence is failing to immediately pay the taxes due; and

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

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

SO RESOLVED this 3rd day of October, 2017.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor/Recorder

Matthew A. Ung, Chairman



Application for Property Tax Exemption for Certain Nonprofit and Charitable Organizations

Iowa Code Section 427.1(14)

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

Applicant Contact Information	
PLEASE PRINT	
Name:	<u>Margaret Sanders</u>
Phone Number:	<u>712-277-0131</u> cMail: <u>margaret@csadv.org</u>

Dist. 87 GIS Map 8947213101 Parcel No. 447271 No. _____

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

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

1. Institution or Society Council on Sexual Assault & Domestic Violence, Inc.
Mailing Address PO Box 1565, X Sioux City IA 51102-1456

2. The title to said property is in the name of Council on Sexual Assault & Domestic Violence, Inc.
Address of Property 1800 Douglas Street, Sioux City IA 51105
Legal Description or Parcel Number 447271
Number of acres? _____

Property was acquired by Deed Contract on (date) November 1, 2015 as shown in Book/Page or Instrument No. _____, in the Office of the County Recorder of Woodbury County, Iowa.

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

4. Property is used for the following purposes: (Explain in detail. If more space is needed, attach a separate sheet.)
Transitions Program - See Attachment

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

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

STATE OF IOWA, COUNTY OF Woodbury

I, Sheri L. Young, declare that I am the President (or responsible officer) of the

Council on Sexual Assault & Domestic Violence, Inc.

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

Sheri L. Young
Sheri L. Young
(Signature of President or other responsible officer)

President
(Title)

1-26-16
(Date)

[Signature]
Assessor

2-24-2016

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

822 DOUGLAS ST - ROOM 102
SIOUX CITY IA 51101 PHONE (712) 279-6495 8947-21-313-011
taxdept@woodburycountyiowa.gov

Receipt#
44794

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

822 DOUGLAS ST - ROOM 102
SIOUX CITY IA 51101 PHONE (712) 279-6495 8947-21-313-011
taxdept@woodburycountyiowa.gov

Receipt#
44794

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

\$2,320.00

\$1,160.00

DED 123493765

Delinquent OCT 1, 2017

TAX DUE: **MARCH 1, 2018**

\$1,160.00

DED 123493765

Delinquent APRIL 1, 2018

COUNCIL ON SEXUAL ASSAULT & DOM VIOLENCE INC
1701 GRANDVIEW BLVD
PO BOX 1565
SIOUX CITY IA 51102

COUNCIL ON SEXUAL ASSAULT & DOM VIOLENCE I
1701 GRANDVIEW BLVD
PO BOX 1565
SIOUX CITY IA 51102

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

087 00 087 SC LL

SIOUX CITY COMM

087 00 087 SC LL

SIOUX CITY COMM

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

SEE REVERSE SIDE FOR MORE INFORMATION.

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

Parcel 8947-21-313-011 Location: 405 407 18TH ST SIOUX CITY

087 00 087 SC LL SIOUX CITY COMM

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

Legal Description ROSE HILL 2ND W 42 FT OF E 90 FT S 1/2 LOT 5 & W 42 FT OF E 90 FT LOT 6 BLK 15

VALUATIONS AND TAXES THIS YEAR		LAST YEAR		TAXES DUE	Delinquent Tax, Specials, Drainage, Tax Sale
Res	Assessed	Taxable	Assessed	Taxable	
Land:	2,100	1,196	2,100	1,168	
Buildings:	100,200	57,053	100,200	55,737	
Dwelling:					
TOTAL VALUE:	102,300	58,249	102,300	56,905	
Less Military Exemption:					

AUG 14 2017

NET TAXABLE VALUE: \$58,249 \$56,905

Value Times Levy per 1000 of: 39.8453200 40.3048700
EQUALS GROSS TAX OF: 2,320.95 2,293.55

Less Credits of:

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

123493765 00000000 00000000
COUNCIL ON SEXUAL ASSAULT & DOM VIOLENCE INC
1701 GRANDVIEW BLVD
PO BOX 1565
SIOUX CITY IA 51102

NET ANNUAL TAXES: \$2,320.00 \$2,294.00

House Tax:				County EMA \$ 104,709.00		
Taxing Authority:	%Total	Distribution of your current & prior year taxes		Total property taxes levied by taxing authority		
		Current	Prior	Current	Prior	Percent +/-
SIOUX CITY INC	39.580	918.26	914.48	40,164,950.00	39,317,039.00	2.156
SIOUX CITY COMM	38.625	896.09	881.06	36,137,761.00	35,293,180.00	2.393
COUNTY	18.585	431.17	424.26	27,682,986.00	26,653,273.00	3.863
WEST IA TECH	2.001	46.42	42.57	6,428,656.00	5,777,685.00	11.266
CITY ASSESSOR	.867	20.12	23.91	857,327.00	994,516.00	13.794-
CO EXTENSION	.334	7.76	7.53	495,675.00	471,524.00	5.121
STATE	.008	.18	.19	12,561.00	12,954.00	3.033-

Online Payment Available at: www.iowatreasurers.org

TOTALS: \$2,320.00 \$2,294.00

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

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

Receipt#

17/18 10-44794

DUE SEPT 1, 2017

\$1,160.00

DUE MARCH 1, 2018

\$1,160.00

Date Paid: _____

Date Paid: _____

CHECK# _____

CHECK# _____

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

822 DOUGLAS ST - ROOM 102
SIOUX CITY IA 51101 PHONE (712) 279-6495 8947-21-313-012
taxdept@woodburycountyiowa.gov

Receipt#
44795

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

822 DOUGLAS ST - ROOM 102
SIOUX CITY IA 51101 PHONE (712) 279-6495 8947-21-313-012
taxdept@woodburycountyiowa.gov

Receipt#
44795

TOTAL TAX DUE:

or **SEPT 1, 2017**

\$2,362.00

\$1,181.00

DED 123493765

Delinquent OCT 1, 2017

TAX DUE:

MARCH 1, 2018

\$1,181.00

DED 123493765

Delinquent APRIL 1, 2018

COUNCIL ON SEXUAL ASSAULT & DOM VIOLENCE INC
1701 GRANDVIEW BLVD
PO BOX 1565
SIOUX CITY IA 51102

COUNCIL ON SEXUAL ASSAULT & DOM VIOLENCE I
1701 GRANDVIEW BLVD
PO BOX 1565
SIOUX CITY IA 51102

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

087 00 087 SC LL

SIOUX CITY COMM

087 00 087 SC LL

SIOUX CITY COMM

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

SEE REVERSE SIDE FOR MORE INFORMATION.

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

Parcel 8947-21-313-012

Location: 409 411 18TH ST SIOUX CITY

087 00 087 SC LL SIOUX CITY COMM

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

Legal Description ROSE HILL 2ND E 48' OF S 1/2 LOT 5 & E 48' LOT 6 BLK 15

VALUATIONS AND TAXES THIS YEAR

LAST YEAR

TAXES DUE

Delinquent Tax, Specials, Drainage, Tax Sale

Res	Assessed	Taxable	Assessed	Taxable
Land:	2,400	1,367	2,400	1,335
Buildings:	101,700	57,907	101,700	56,572
Dwelling:				
TOTAL VALUE:	104,100	59,274	104,100	57,907

Less Military Exemption:

NET TAXABLE VALUE:

\$59,274

\$57,907

Value Times Levy per 1000 of: 39.8453200

40.3048700

EQUALS GROSS TAX OF: 2,361.79

2,333.93

Less Credits of:

Homestead Credit

Ag Land Credit

Family Farm Credit

Business Prop Tax Credit Fund

Low Income/Elderly Credit

Prepaid Tax

NET ANNUAL TAXES:

\$2,362.00

\$2,334.00

123493765 000000000 000000000

COUNCIL ON SEXUAL ASSAULT & DOM VIOLENCE INC

1701 GRANDVIEW BLVD

PO BOX 1565

SIOUX CITY IA 51102

House Tax:

County EMA \$ 104,709.00

Distribution of your current & prior year taxes

Total property taxes levied by taxing authority

Taxing Authority:	%Total	Current		Prior		Percent +/-
		Current	Prior	Current	Prior	
SIOUX CITY INC	39.580	934.88	930.42	40,164,950.00	39,317,039.00	2.156
SIOUX CITY COMM	38.624	912.31	896.43	36,137,761.00	35,293,180.00	2.393
COUNTY	18.586	438.99	431.66	27,682,986.00	26,653,273.00	3.863
WEST IA TECH	2.001	47.26	43.31	6,428,656.00	5,777,685.00	11.266
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CO EXTENSION	.334	7.90	7.67	495,675.00	471,524.00	5.121
STATE	.008	.18	.19	12,561.00	12,954.00	3.033-

Online Payment Available at: www.iowatreasurers.org

TOTALS: \$2,362.00 \$2,334.00 DUE SEPT 1, 2017 \$1,181.00 DUE MARCH 1, 2018 \$1,181.00

WOODBURY COUNTY TREASURER

MICHAEL R CLAYTON

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

Receipt#

17/18 10-44795

DUE SEPT 1, 2017

\$1,181.00

Date Paid: _____

CHECK# _____

DUE MARCH 1, 2018

\$1,181.00

Date Paid: _____

CHECK# _____

Notes:

Note Title: 2016

Trans from org pcl 8947-21-313-010. PM 10/19/2016

2016 Exemption application approved. CT 2/26/26

Note Title: 2017

2017-00151 Combine org pcls 8947-21-313-010, -011 & -012 into one new pcl 8947-21-313-014. DF 10/3/16

Trans org pcls 8947-21-313-011 & 8947-21-313-012 from taxable to exempt for 1/1/2017 before combination could be worked. PM 10/19/2016

Because 3 units combined into 1, trans from exempt res to exempt multi-res. PM 10/19/2016

#5b

Karen James

From: Abigail Sills
Sent: Wednesday, September 13, 2017 10:58 AM
To: Karen James; Matthew A. Ung
Cc: Patrick Jennings
Subject: RE: Woodbury County Medical Examiner

Under s 331.801 the board appoints the medical examiner for 2 year terms. If a vacancy occurs, the board is to fill the vacancy for the unexpired term. Dr. Carroll's term does not expire until December 2017. Therefore, the board will appoint a doctor to serve in the role until December 2017, and then make another appointment (can be the same doctor, but not required) beginning January 2018 for a 2 year term.

In regard to deputies, s 331.801(3) indicates that "the board may provide . . . deputy medical examiners . . ." So, it does look like the Board appoints the deputies, rather than the medical examiner.

Please let me know if you have any other questions.

Thank you.

AGREEMENT - WOODBURY COUNTY MEDICAL EXAMINER

THIS AGREEMENT, entered into this _____ day of October, 2017, by and between Woodbury County, Iowa (hereinafter "County"), a municipal corporation organized and existing under the laws of the State of Iowa and Julie A. Breiner, M.D. (hereinafter "Examiner"), a doctor of medicine and surgery, licensed under the laws of the State of Iowa, whose office is located at 2720 Stone Park Boulevard, Sioux City, Iowa.

WHEREAS, the County seeks the services of a Medical Examiner as set forth in Iowa Code §§ 331.801-331.805.

WHEREAS, Examiner seeks to provide the County with medical, pathological and other services described in Iowa Code §§ 331.802-331.805 and such other services as may be reasonably requested by the County.

WHEREAS, the County and Examiner (hereinafter "Parties") seek to set forth in this Agreement the entire understanding between the Parties as to the terms under which the Examiner will provide these services to the County and the terms and conditions upon which the County will pay Examiner for such services.

NOW THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, the Parties agree as follows:

I. Term

This Agreement shall finish the two (2) years term of previous Medical Examiner commencing September 19, 2017 and continuing through December 31, 2017.

II. Services Provided

A). Examiner shall provide the County with the services set forth under Iowa Code §§ 331.801-331.805. The Examiner shall provide these services in person or may appoint such deputy medical examiners as he may believe expedient to assist him in the performance of such services; provided, that any such deputy meets the licensure requirements set forth in this Agreement.

B). Examiner shall cooperate with and assist all law enforcement officials, including the Woodbury County Attorney's Office and the Iowa Department of Criminal Investigations, in the investigation of criminal matters disclosed through the work of the Examiner or an appointed deputy. Cooperation shall include testifying in court or by deposition when requested by law enforcement officials.

C). Examiner shall provide the County with such other services as may be reasonably be requested by the County that are rationally related to the duties imposed upon a County Medical Examiner under Iowa Code §§ 331.801-331.805.

III. Payment for Service

A). The Examiner shall submit claims chargeable to the County under Iowa Code §331.802 within a reasonable time not to exceed three months. The County shall pay the Examiner for those invoices submitted and meeting the criteria for payment set forth in Iowa Code § 331.802 or agreed upon between the parties within 60 days.

IV. Licensure Level

The Examiner, and any appointed deputy examiner, shall be licensed in the State of Iowa as a doctor of medicine and surgery, a doctor of osteopathic medicine and surgery, or an osteopathic physician.

V. Default

A). In the event that the Examiner shall fail to comply with any term, condition or covenant of this Agreement, the County shall give the Examiner notice of said default, which notice shall specify in detail the nature of such claimed default, and Examiner shall have thirty (30) days after receipt of said notice, within which to rectify said default.

B). Should said notice be uncomplished with, within said period of thirty (30) days, the County may terminate this Agreement forthwith.

C). If Examiner is unable to serve in a particular case or for a particular period of time, Examiner shall notify the chairman of the County Board of Supervisors within ten (10) days of ascertaining his unavailability. In such case, the County Board of Supervisors shall designate another qualified physician to serve temporarily.

D). The Examiner covenants and agrees that if the Examiner shall at any time fail to perform any act, covenant, term or condition on the Examiner's part to be performed under this Agreement, the County may contract with any other acceptable party for performance of such services until the default is cured.

VI. Termination

The County and the Examiner shall have the option to terminate this Agreement at any time upon thirty (30) days notice to the other party. The Agreement may also be amended or terminated by the County at any time without notice to the Examiner due to lack of funds, changes to authorization, or legislative changes. No legal action shall exist against the County by the Examiner in the event of any one of the foregoing contingencies. The Examiner acknowledges in entering into this Agreement, that the

County maintains the ability to terminate or amend this Agreement under the terms specified above and that no legal action shall lie based upon these grounds.

VII. Invalidity of Particular Provisions

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Agreement shall be valid and be enforceable to the fullest extent permitted by law.

VIII. Assignment

This Agreement shall be binding on the parties hereto and neither party shall assign or transfer his interest in this Agreement without the written consent of the other party hereto.

IX. Limited Waiver

The failure of the County to insist on strict performance of any of the terms and conditions hereto shall be deemed a waiver of the rights and remedies that the County may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

X. Notice

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered mail, postage prepaid and return receipt requested to the party to be notified at the address that it maintains as its principal mailing address or such other address as either party from time to time may designate to the other party in

writing. Each notice shall be deemed to have been given at the time it is deposited in the United States Mail in the manner proscribed herein. Nothing herein shall be construed to preclude personal service of any notice in the manner prescribed to personal service of a summons or other legal process.

XI. Instrument as Entire Agreement

This instrument contains the entire agreement between the Parties, and no statement, promise, or inducements made by either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands for the purposes herein expressed to this instrument, as of the _____ day of October, 2017.

Matthew A. Ung, Chairman
Woodbury County Board of Supervisors

Julie A. Breiner, M.D.

**WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION
MEMORANDUM**

TO: Board of Supervisors

FROM: Karen James, Administrative Assistant

DATE: September 27, 2017

RE: Appointment of Deputy Medical Examiner

This is on the agenda for the Board's consideration to appoint Dr. Thomas Carroll and Dr. Bryce W. Noll as Deputy County Medical Examiner.



Pathology Medical Services of Siouxland, P.C.
2720 Stone Park Blvd.
Sioux City, Iowa 51104-3734
(712) 279-3226

M. T. Kafka, M.D., FCAP
T. J. Carroll, M.D., Ph.D, FCAP
J.T. Quesenberry, M.D., FCAP
J. A. Breiner, M.D., FCAP

Mr. Matthew A. Ung, Chairperson
Woodbury County Board of Supervisors
Woodbury County Courthouse
620 Douglas St.
Sioux City, IA 51101

Dear Mr. Ung:

I would like to inform you that I am resigning from my position as Woodbury County Medical Examiner, effective October 1, 2017. I am requesting that I be appointed as a Deputy Woodbury County Medical Examiner with plans to retire next year.

I wish to recommend, Dr. Julie A. Breiner, for my replacement as Woodbury County Medical Examiner. Dr. Breiner is very qualified to assume this position and has the support of our group, Pathology Medical Services of Siouxland, and other members of the medical profession and law enforcement. Dr. Breiner is the president of our group and has been providing medical examiner services to the county and region since the year, 2000.

I would also like to request that our new associate, Dr. Bryce W. Noll, be appointed as a Deputy Woodbury County Medical Examiner. He will be supervised as he is trained to assume this new duty over the next several months.

It has been an honor to have provided medical examiner services to Woodbury County and the surrounding region over the last 25 years and I can assure you that the pathologists in our group will continue to provide excellent services in the future.

Sincerely,

Thomas J. Carroll, M.D., Ph.D.
Woodbury County Medical Examiner

Cc: Ms. Karen James

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

A RESOLUTION THANKING AND COMMENDING

Mark Olsen

FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, Mark Olsen has capably served Woodbury County as an employee of the Woodbury County Juvenile Detention for 35 years from October 26, 1982 to October 26, 2017; and

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

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

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

BE IT SO RESOLVED this 3rd day of October, 2017.

WOODBURY COUNTY BOARD OF SUPERVISORS

Matthew A. Ung, Chairman

Rocky L. De Witt, Member

Marty Pottebaum, Member

Keith W. Radig, Member

Jeremy J. Taylor, Member

Attest:

Patrick F. Gill, Woodbury County Auditor

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: October 3, 2017

* PERSONNEL ACTION CODE:

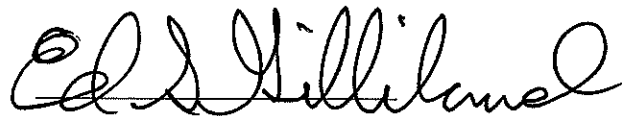
- A- Appointment
- T - Transfer
- P - Promotion
- D - Demotion
- R-Reclassification
- E- End of Probation
- S - Separation
- O - Other

TO: **WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Gleiser, David	Community & Economic Development	10-01-17	Director	\$74,500/year		T	Position Transfer to Community & Economic Development Director.
Svendsen, Austin	County Sheriff	10-11-17	Civilian Jailer	\$18.72/hour		A	Job Vacancy Posted 8-23-17. Entry Level Salary: \$18.72/hour.
Sills, Abigail	County Attorney	10-27-17	Asst. County Attorney-Civil			S	Resignation.

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: October 3, 2017

For the October 3, 2017 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) Community and Economic Development Director, Position Transfer.
- 2) County Sheriff Civilian Jailer, Appointment.
- 3) County Attorney, Assistant County Attorney-Civil, Resignation.

Thank you

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

#6b

DATE: October 3, 2017

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Attorney	Asst. County Attorney - Civil	Comparability with AFSCME Asst. County Attorney: \$57,115-\$66,051/year		
County Sheriff	P/T Courthouse Safety & Security Officer	Comparability with AFSCME Courthouse Grade 3: \$16.03-\$17.61/hour		
	*Please see attached memos of explanation.			

Chairman, Board of Supervisors



WOODBURY COUNTY ATTORNEY

PATRICK "PJ" JENNINGS
COUNTY ATTORNEY

300 COURTHOUSE
620 DOUGLAS STREET
SIOUX CITY, IOWA 51101

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

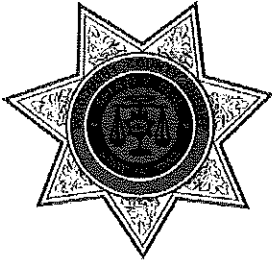
MEMORANDUM

Date: September 27, 2017
To: Board of Supervisors
From: PJ Jennings
RE: Request for New Hire

Supervisors:

On October 27, 2017, our civil attorney will be resigning to take an outside position. It is crucial that we get a new attorney hired as soon as possible as the duties and learning curve for a new assistant attorney can be quite over-whelming. It would be vital to have the outgoing attorney be able to assist with the training of any new hire to the office.

I ask that you approve the hiring of a new assistant attorney as soon as possible. Thanks



Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

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

28 Sept 2017

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

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to hire a Courthouse Security Officer. We request this be placed on the agenda for the Tuesday, October 3, 2017, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in black ink that reads "David Drew". The signature is written in a cursive style with a large, prominent "D" at the beginning.

Dave Drew, Sheriff

Cc: file

RESOLUTION #**NOTICE OF PROPERTY SALE****Parcel #894721406004**

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

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

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **3rd Day of October, 2017 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **3rd Day of October, 2017**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$313.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 19th Day of September, 2017.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: Douglas Webb Date: 4/4/17
Address: 30074 Juniper Ave. Phone: 251-0369

Address or approximate address/location of property interested in:
1924 Ingleside Ave

GIS PIN # 894721406004

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

Legal Description:
Lot 2, except the East 100 feet thereof, in
Block 2, Boulevard Addition to Sioux City, Iowa,
in the County of Woodbury and State of Iowa

Tax Sale #/Date: # 909 6/18/12 Parcel # 078060

Tax Deeded to Woodbury County on: 8/24/17

Current Assessed Value: Land \$200- Building 0 Total \$200-

Approximate Delinquent Real Estate Taxes: \$ 785-

Approximate Delinquent Special Assessment Taxes: \$ 26,059-

*Cost of Services: \$113

Inspection to: Matthew Ong Date: 4/5/17

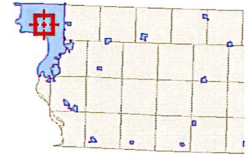
Minimum Bid Set by Supervisor: \$200 plus \$113 for cost of services

Date and Time Set for Auction: Tuesday, October 3rd @ 4:35 Total: \$313-

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



Overview



Legend

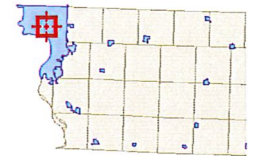
- Roads
- ▭ Corp Boundaries
- ▭ Townships
- County Residential Sales
- 2014
- 2015
- 2016
- Sioux City Residential Sales
- ▭ Parcels

Parcel ID	894721406004	Alternate ID	078060	Owner Address	COOVER WILMA A COOVER RON DALE
Sec/Twp/Rng	0-0-0	Class	R		1924 INGLESIDE AVE
Property Address	1924 INGLESIDE AVE	Acreage	n/a		SIOUX CITY IA 51104-0000
	SIOUX CITY				
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	BOULEVARD ALL W OF E 100 FT LO T 2 BLK 2				
	(Note: Not to be used on legal documents)				

Date created: 2/7/2017
 Last Data Uploaded: 2/6/2017 10:40:20 PM



Overview



Legend

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

Parcel ID	894721406004	Alternate ID	078060	Owner Address	COOVER WILMA A COOVER RON DALE
Sec/Twp/Rng	0-0-0	Class	R		1924 INGLESIDE AVE
Property Address	1924 INGLESIDE AVE	Acreage	n/a		SIOUX CITY IA 51104-0000
	SIOUX CITY				
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	BOULEVARD ALL W OF E 100 FT LO T 2 BLK 2				
	(Note: Not to be used on legal documents)				

Date created: 2/7/2017
Last Data Uploaded: 2/6/2017 10:40:20 PM

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

PROCLAMATION

WHEREAS, domestic violence is a serious crime affecting individuals and families in all Siouxland communities; all races, ages, income levels, lifestyles and sexes; and in fact is probably affecting someone you know; and every 9 seconds someone experiences the crime of domestic violence; and

WHEREAS, one in three women will be a victim of violence in her lifetime; domestic violence violates an individual's human rights by destroying dignity, security, and self-worth due to the systematic use of physical, emotional, sexual, psychological, and economic control or abuse; CSADV works every day to help end these acts of violence and to help rebuild the lives of the survivors; and

WHEREAS, in Siouxland, the Council on Sexual Assault & Domestic Violence is available 24 hours a day and last year responded to nearly 2000 victims, provided 12,768 nights of shelter to 425 adults and 331 children fleeing domestic abuse and despite high census, no one in an unsafe situation was turned away; and

WHEREAS, the impact of domestic violence affects all of the members of the community, and only a coordinated community response will put a stop to these atrocious crimes and assure funding is continuously available to provide these life-saving services; and

NOW, THEREFORE, I, Matthew A. Ung, Chairman, on behalf of the Woodbury County Board of Supervisors, do hereby proclaim the month of October, 2017 as

"DOMESTIC VIOLENCE AWARENESS MONTH"

in Woodbury County, Iowa and urge all citizens to actively participate in the scheduled events and programs and to think about the fact that it is someone you know.

BE IT SO RESOLVED this 3rd day of October, 2017.

WOODBURY COUNTY BOARD OF SUPERVISORS

 Matthew A. Ung, Chairman

 Jeremy J. Taylor, Member

 Marty Pottebaum, Member

 Keith W. Radig, Member

 Rocky L. De Witt, Member

Attest:

 Patrick F. Gill, Woodbury County Auditor

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

Date: 9-28-17 Weekly Agenda Date: 10-03-17

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ed Gilliland

WORDING FOR AGENDA ITEM:

Acceptance of Contractual Agreement for Employee Assistance Program with Employee and Family Resources

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

We are moving to a new EAP and the contract is being submitted for approval.

BACKGROUND:

ISAC has special pricing with and a strong relationship with EFR. The contract formalizes our relationship with EFR and allows us to pay the claim.

FINANCIAL IMPACT:

Approximately \$2,000 per year.

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:

PJ personally reviewed the contract and approved. Please accept the contract.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve contractual agreement for employee assistance program.



EFR EMPLOYEE & FAMILY RESOURCES

**CONTRACTUAL AGREEMENT
FOR
EMPLOYEE ASSISTANCE PROGRAM**

THIS AGREEMENT for Employee Assistance Program (EAP) Services (hereafter Agreement) is made by and between **Woodbury County Iowa (Company)** and **Employee & Family Resources, Inc. (referred to as "EFR")**.

FOR CONSIDERATION of the mutual promises and covenants contained in this Agreement, Company and EFR agree as follows:

- 1. General.** The purpose of this agreement is to provide a Company sponsored benefit that helps employees prevent or manage personal problems that can negatively impact their quality of life and workplace productivity. The Company seeks to: 1) promote the health and wellbeing of its workforce; 2) retain valued employees; and 3) maintain a productive and efficient work environment.
- 2. Covered Persons.** Unless otherwise stated, services provided by EFR pursuant to this Agreement are limited to Company employees and their family members (collectively "**Covered Persons**"). For purposes of this Agreement, "**family member**" means a person who is related to the employee by marriage: spouse, (including significant other cohabitant), blood, or adoption and who either lives with the employee or is a minor subject to the employee's legal custody.
- 3. Term.** This Agreement shall be effective on October 1, 2017 and shall remain in effect until September 30, 2018. Thereafter, it shall be renewed for successive one-year periods unless either party gives a written termination notice to the other party at least thirty (30) days prior to the anniversary of the effective date.
- 4. Compensation and Payment.** EFR shall be paid in advance, at the following applicable rates:

EAP services for Covered Persons: \$21.12 per employee, per year.

Four (4) hours of on-site topical employee workplace training/seminars as described herein: \$1,000.00

- A. Census confirmation.** Company confirms the first year census of 420 full-time and part-time employees. Company agrees to provide the most current census annually sixty (60) days prior to the anniversary date and, upon request, agrees to provide EFR-approved documentation (e.g. current payroll report) to substantiate Company census.
- B. Rate guarantee.** Rate is guaranteed for the duration of this initial contract term and in one year increments thereafter.

C. **Rate changes.** If there is a change in any of the applicable Annual Rates after the initial contract term, EFR shall give written notice to the Company at least ~~thirty (30)~~ ⁴⁵ ~~days~~ ^{forty five (45)} prior to the change.

5. **Manner of Payment of Service Fee.** EFR shall be paid the Service Fee, in advance, on an annual basis as agreed upon by Company and EFR.

6. **Services Provided.** EFR agrees to provide the following services to Covered Persons:

A. Program / Benefit Orientation / Training and Materials.

- a. **Employee and Supervisory Orientation.** Employee & supervisory orientation sessions to explain effective use of wellness portal services and benefits will be delivered in-person or via live and recorded webinars, PowerPoint presentations, or teleconference sessions.
- b. **Promotional Materials.** Information, materials and templates describing and promoting EFR services, including, but not necessarily limited to: posters, wallet cards, and brochures.
- c. **Monthly Newsletter.** Employee newsletter, "Real Life Solutions" and management newsletter "Workplace Solutions" with topical articles and information will be delivered electronically on a monthly basis to the designated Company person(s) for distribution.

B. 24-Hour, 365 Day Nationwide Telephone Service. Access for Covered Persons to an EFR counselor via EFR's toll-free telephone number twenty-four (24) hours a day, seven (7) days a week.

C. In-Person Assessment, Referral and Short-term Counseling. For each separate issue, up to six (6) sessions of in-person assessment, referral and/or short-term counseling to be provided at no charge to the Covered Persons.

D. Telephonic Life Coaching Sessions. A covered person is eligible for up to six (6) life coaching sessions per contract year for issues such as improving time and/or stress management skills, work-life integration and personal growth, at no charge to the Covered Persons. Health related topics and smoking cessation services are specifically excluded from life coaching.

E. Work/Life Services. For each separate issue, consultations at no charge to the Covered Persons include:

- a. telephonic or in-person legal consultation with an EFR network attorney,
- b. telephonic financial consultation with an EFR network financial provider,
- c. telephonic eldercare resource referral with an EFR network eldercare provider,
- d. telephonic childcare resource referral with an EFR network childcare provider, where available, and

- e. telephonic ID theft resolution with an EFR network ID theft resolution counselor.
- F. EAP Website Access.** All covered persons have access to EFR's EAP website resources (www.efr.org).
- G. Management Consultation.** On-going telephonic consultation with Company managers, supervisors, and human resources staff regarding intervention with troubled employees, crisis response, and effective use of wellness portal - Employee Assistance Program (EAP) services including the management referral process.
- H. Crisis Response Services.** Upon the request of Company managers EFR will provide on-site group debriefings in the event of critical incidents that impact the workplace, including employee or family deaths, serious injuries, natural disasters, workplace changes, or similar traumatic events.
- I. Monthly Motivators/Quarterly Campaigns.** EFR will provide, in electronic format, Monthly Motivators and Quarterly campaigns.
- J. Culture Audit.** Assessment tool to identify company's unique needs and create strategy to advance a culture of wellness.
- K. Onsite Workplace Training/Seminars/Education.** EFR will provide four (4) hours of on-site topical training and seminars, as requested by Company, within twelve months of the original effective date of this contract. Company will select particular topic(s) from a variety of leadership development, team development, employee training, wellness and self-care titles as listed in the current EFR Training Catalog. Travel outside Polk County, Iowa will be charged to Company at actual cost of airfare and/or reasonable lodging and current IRS rates for mileage. Additional hours of on-site training, seminars and/or wellbeing education are available for an additional fee plus the aforementioned travel costs.
- 7. Professional Qualifications of Staff.** All assessment counselors, including affiliate providers, shall hold a Master's degree in a human service field, including but not limited to social work, mental health counseling, psychology, or marriage and family counseling. Special circumstances (e.g., geographical limitations) may at times warrant the use of staff that hold a Bachelor's degree and not a Master's degree; all such situations shall be carefully evaluated and the decision to proceed made with the client's best interest in mind. All coaches and facilitators shall be degreed and hold appropriate licensure and certification in their field of health, nutrition, coaching or mental health counseling.
- 8. Assessment, Referral, and Short-Term Counseling.** The assessment, referral and/or short-term counseling service referred to in Paragraph 6 is limited to:
- a. necessary consultation required to assess the probable cause of perceived difficulties;
 - b. referral to professional service(s) qualified to provide treatment or long-term counseling for the probable cause identified;
 - c. short-term counseling in such cases where EFR staff is professionally qualified, and referral for long-term counseling is not clinically indicated; and

- d. follow-up for Covered Persons who use these services.

Company acknowledges that EFR identifies the probable cause of perceived difficulties and provides referral and/or short-term counseling services. EFR does not provide actual care or long-term treatment. If care or treatment is required, the individual Covered Person will be responsible for obtaining and paying for such care and treatment. Although EFR will refer Covered Persons to professional services deemed appropriate by EFR, EFR in no way warrants the effectiveness of any such care or treatment and shall have no liability whatsoever with respect to any such care or treatment.

9. **Additional Workplace Services.** In addition to those specific services referred to in Paragraph 6 above, the Company may agree to contract with EFR for additional services as shall be made available by EFR. These services and the corresponding Service Fee for these services will be requested and approved by Company in advance. This could include onsite Workplace Trainings/Seminars/Education.
10. **Maximum Number of Sessions.** The maximum number of in-person counseling sessions that Covered Persons may receive for each separate cause of difficulties (the "**Maximum Number**"), and not for each separate consequence arising from the same cause, is shown in Paragraph 6. The Maximum Number of sessions applies to each cause of difficulties and not each family member. Thus, each Covered Person within the same family may not receive the Maximum Number of sessions for each cause of difficulties. Instead, all Covered Persons within the same family together may receive the Maximum Number of sessions for each separate cause of difficulties. The number of sessions actually provided may be less than the Maximum Number if EFR determines in its sole discretion that the Covered Persons' needs for a particular cause of difficulties have been satisfied by fewer.
11. **Records and Reports.** EFR will maintain, and will require its agents to maintain, appropriate records regarding the services contemplated by this Agreement. Clinical records shall be maintained according to acceptable standards, including case notes on each case, protection from unauthorized access, and informed written consent required prior to release of records except as otherwise permitted under applicable State or Federal law. EFR shall provide Company annual statistical reports summarizing usage of EAP services. These reports are subject to the confidentiality provisions of Paragraph 13 below and will not give the names of persons using EAP services.
12. **Independent Contractor Status.** The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor. No agent or employee of EFR shall be deemed to be an employee or agent of Company. The provisions of this Agreement shall not be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party has any power or authority to act on behalf of, represent, or bind the other party, except as specifically set forth in this Agreement.
13. **Confidentiality.** The parties understand and agree that the counselor-client relationships entered into as a result of this Agreement (including, without limitation, any evaluation, referral, and case management) are to be strictly confidential in accordance with all applicable federal and state laws. Company shall not request from EFR any information that would violate a Covered Person's constitutional rights, right of privacy of any counselor-client relationship, nor shall EFR give any confidential information to Company, its employees or agents or any third party without the express written approval of the Covered Person involved.

- 14. Non-Disclosure.** EFR acknowledges that, during the course of its performance under this Agreement, EFR may become aware of certain proprietary, confidential, or trade sensitive information regarding Company, its employees, or agents that is not generally known to the public. Such information may include, but not necessarily be limited to: proposed acquisitions, mergers and consolidations; proposed promotions or demotions of employees; patent, copyright and trade mark rights; packaging, pricing and marketing techniques; and other similar information. EFR agrees not to disclose any such information to a third party without the express written approval of Company.
- 15. Insurance and Mutual Indemnification.** EFR agrees to maintain commercially reasonable liability insurance coverage. EFR shall indemnify and hold Company harmless for any claims that arise from any acts and omissions of EFR under the terms of this agreement. Company shall indemnify and hold EFR harmless for any claims not directly related to the provision of professional services as herein described, and shall notify EFR immediately upon receipt of any claim or demand which it receives allegedly related to any act or omission of EFR under the terms of this agreement. Under no circumstances shall settlement be made without prior written approval of EFR.
- 16. Subcontractors.** EFR shall use commercially reasonable efforts to assure itself that any subcontractor engaged by EFR to perform any services pursuant to this Agreement shall adhere to all of the terms of this Agreement, including, without limitation, the Paragraphs subtitled Insurance, Confidentiality and Non-disclosure. If a subcontract is entered into with a third party, the subcontract shall include these terms in substantially the same form as they appear in this Agreement.
- 17. Default by EFR.** If EFR fails to perform its obligations under the terms of this Agreement and such failure continues for a period of thirty (30) days after Company gives EFR a written notice stating the manner in which EFR is in non-compliance with this Agreement, Company may terminate this Agreement effective immediately by giving written notice to EFR, which shall be Company's sole remedy in the event of non-performance by EFR. If EFR is unable to perform its obligations under the terms of this Agreement due to acts of God, strike, war, or other similar reasons beyond EFR's control, then EFR's time for performance shall automatically be extended for the same period of time EFR was unable to perform due to the reason beyond EFR's control.
- 18. Non-Payment of Service Fee.** If Company fails to timely pay the Service Fee to EFR, EFR may terminate this Agreement effective immediately by giving written notice to Company or may pursue any other remedy available at law or in equity or by statute. In the event EFR pursues legal action to collect all or any portion of the Service Fee, EFR shall be entitled to recover its collection costs, including, but not limited to, reasonable attorneys fees.
- 19. Governing Law.** The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of Iowa.
- 20. Notices.** Any notice required or permitted by this Agreement must be given in writing and shall be deemed given and received, if sent by United States Mail, with postage prepaid and addressed to the recipient party at the address set forth in this Agreement, three business days after deposited in the United States Mail. Either party may change its address by giving written notice in accordance with this paragraph.
- 21. Entire Agreement.** This Agreement embodies the entire understanding between the parties with respect to the provision of EAP services. All prior agreements, understandings, representations, and statements, whether oral or written, are merged into this Agreement.

22. Modification. This Agreement may not be modified except by a written instrument signed by the party against whom enforcement of the modification is sought, and then only to the extent set forth in such written instrument.

23. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

24. Headings. The paragraph headings in this Agreement are for convenience only and shall not be used to limit or otherwise construe the provisions of this Agreement.

WOODBURY COUNTY IOWA
620 Douglas Street, Suite 701
Sioux City, IA 51101

EMPLOYEE AND FAMILY
RESOURCES, INC.
505 Fifth Avenue, Suite 600
Des Moines, IA 50309

(signature)

(signature)

(printed name)

Ketsie Wilkins

(printed name)

(title)

Business Development Director

(title)

(date)

(date)

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

Date: 9/25/2017

Weekly Agenda Date: 10/3/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Gary Brown, Director

WORDING FOR AGENDA ITEM:

Approval of Woodbury County EMS Loan of \$50,000 to Merville Ambulance to purchase a 2017 Chevy Arrow C4500 with a five-year payback agreement at zero percent interest

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Woodbury County Emergency Services received an application from Merville Ambulance seeking approval from the Woodbury County Board of Supervisors to approve a loan in the amount of \$50,000.00 from the Woodbury County EMS Loan Fund Program, to purchase a 2017 Chevy Arrow C4500 Ambulance.

BACKGROUND:

In 1988 the initial ground work began on establishing the Woodbury County EMS Loan Fund. The ultimate goal of this fund was to create a system that offers rural EMS Services an opportunity to secure the financial means to allow for larger purchases for items such as ambulances, radios and rescue equipment and at the time it was believed to be the only one of it's kind in Northwestern Iowa.

The EMS Loan Fund Program was a result of approximately six months of research and planning by a special nine member committee and the Woodbury County Board of Supervisors.

The preliminary dollars would be allocated from two sources, \$150,000.00 of Federal Revenue Sharing and \$15,000.00 of Rural Assistance Funding. The concept was of the EMS Loan Fund would be if a service needs an ambulance or other equipment, that service would be asked to have 20% of the cost available, the county would grant them 10% of the cost, and loan the service the balance needed at no interest. A motion by Lawrenson, a second by Clausen to establish an \$150,000.00 EMS Loan Fund with a maximum of five (5) year payback and final determination to be made by the Board of Supervisors. This carried 5/0.

To date the EMS Loan Fund balance stands at \$192,387.87. Through this program there has been 44 rural ambulances purchased, three defibrillators, one Jaws of Life and one pager system, from these 49 Loans in the past 28 years \$983,810.00 in funding has been provide with zero defaults.

Currently, there is one loan outstanding with Bronson Ambulance and a final payment of \$6,000.00 is due May of 2018.

FINANCIAL IMPACT:

With the EMS Loan Fund balance at \$192,387.87 and one loan outstanding for the amount of \$6,000.00 with payment due May of 2018 the financial impact would be minimal as the funds are available for the intended purpose once the application is approved by the governing board members and the Woodbury County Board of Supervisors.

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:

Woodbury County Emergency Services recommend that the Woodbury County Board of Supervisors approve the Woodbury County EMS Loan of \$50,000 to Merville Ambulance to purchase a 2017 Chevy Arrow C4500 with a five year payback agreement at zero percent interest.

ACTION REQUIRED / PROPOSED MOTION:

Woodbury County Emergency Services recommend that the Woodbury County Board of Supervisors approve the Woodbury County EMS Loan of \$50,000 to Merville Ambulance to purchase a 2017 Chevy Arrow C4500 with a five year payback agreement at zero percent interest.

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

Date: 9/28/2017

Weekly Agenda Date: 10/03/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Courthouse Steam Trap Project- AIA G701 Contract- Repairs

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

AIA G701 Contract Change Order #4 consists of two additional, but separate repair components that had been submitted for payment under Change Order #2 by the contractor but did not get included for payment in the final AIA document by the Engineer.

The first repair is related to replacement of damaged piping and inoperable valves at 10 locations, and the replacement of 13 steam traps.

The second portion consists of access panels which were added to the project scope to provide access to valves or steam traps discovered as inaccessible.

Woodbury County and Resource Consulting Engineers have previously approved the scope additions, comments that the pricing received from Rassmussen Mechanical was reasonable, and the work was completed as scheduled.

BACKGROUND:

On May 16th, 2017 the Woodbury County Board of Supervisors approved the Courthouse Steam Trap Project Change Orders #1 thru #3.

On December 20th, 2016 the Board of Supervisors approved the Woodbury County Courthouse Steam Trap project Low Bid

On August 3rd, 2016 the Board of Supervisors approved an Engineering Services Contract with Resource Consulting Engineers and a Construction Management Contract with Baker Group for the Woodbury County Courthouse Steam Trap Replacement Project.

FINANCIAL IMPACT:

2017 CIP #A6

Rasmussen Mechanical = \$6,961.00

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

Yes No

RECOMMENDATION:

Building Services Requests approval of Change Order #4.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Steam Trap Project AIA G701 Change Order #4 in the amount of \$6,961.00



AIA[®] Document G701/CMa[™] – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):
Woodbury County Courthouse - 2016
Steam Trap Service and Replacement
Project
Sioux City, IA

CHANGE ORDER NUMBER: 004
INITIATION DATE: 5/5/2017

OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:

TO CONTRACTOR (Name and address):
Rasmussen Mechanical Services
2425 East 4th Street
Sioux City, IA 51101

PROJECT NUMBERS: 2016.008.00 /
CONTRACT DATE: 12/20/2016
CONTRACT FOR: General Construction

FIELD:
OTHER:

THE CONTRACT IS CHANGED AS FOLLOWS:

The original Contract Sum was	\$	113,806.00
Net change by previously authorized Change Orders	\$	28,247.60
The Contract Sum prior to this Change Order was	\$	142,053.60
The Contract Sum will be increased by this Change Order in the amount of	\$	6,961.00
The new Contract Sum including this Change Order will be	\$	149,014.60

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is 2/17/2017.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

The Baker Group
CONSTRUCTION MANAGER (Firm name)
4224 Hubbell Avenue
Des Moines, IA 50317

Resource Consulting Engineers, LLC
ARCHITECT (Firm name)
3116 South Duff Avenue
Suite 201
Ames, IA 50010

ADDRESS

ADDRESS

BY (Signature)
Shane Albrecht
(Typed name)

DATE:

BY (Signature)
Corey B. Metzger, PE
(Typed name)

DATE:

Rasmussen Mechanical Services
CONTRACTOR (Firm name)
2425 East 4th Street
Sioux City, IA 51101
ADDRESS

Woodbury County
OWNER (Firm name)
620 Douglas Street
Sioux City, IA
ADDRESS

BY (Signature)
Darrin Hay
(Typed name)

DATE:

BY (Signature)
Matthew Ung
(Typed name)

DATE:

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

#11b

Date: 9/28/2017

Weekly Agenda Date: 10/03/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Trosper Hoyt Building- Detention & Public Elevators- Design and Construction Manager Contracts

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Trosper Hoyt elevators have reached useful life expectancy. Schumacher Elevator currently under maintenance contract conducts repair items. Schumacher has notified Building Services on multiple occasions over the past several years that replacement repair parts are becoming, or have already become obsolete in some instances.

Building Services received architectural design quotes to replace both elevators, and would like to move forward to draft plans to be utilized in the formal bid process.

BACKGROUND:

A recent break-down within the past six months was due to a failed motor in which a replacement was no longer available. On this latest occasion Shumacher Elevator notified that the existing motor would need to be removed, repaired, and re-installed and estimated down-time of one week. It was later determined by Thorpe Electric the motor was no longer repairable.

Fortunately for the County, Schumacher Elevator located a used motor from a decommissioned elevator elsewhere and had it shipped to Sioux City. The elevator was out of service for three days. The interruption made it necessary for the general public to utilize the detention elevator to access upper floors at all times during this period for a work around.

The situation was not ideal for Juvenile Detention staff, or the general population when detainees were being transported.

FINANCIAL IMPACT:

2018 CIP- (To be amended in March and assigned by County Finance Director)
Goldberg Group Architects = Stipulated Fee of \$28,600 (based on 7.5%-8.5% of estimated construction costs)
Baker Group = 15% of Actual Construction Costs as determined through competitive bid process

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

Yes No

RECOMMENDATION:

Building Services requests approval of Goldberg Group Architects design proposal and Baker Group Construction Manager Contract.

ACTION REQUIRED / PROPOSED MOTION:

1. Motion to approve Goldberg Group Architects Trosper-Hoyt Elevator Replacement design proposal dated 9/20/2017 in the amount of \$28,600.00.
2. Motion to approve Baker Group AIA C-132 Contract for Trosper-Hoyt Elevator Replacement.

805 N. 36th Street, Suite B
St. Joseph, Missouri 64506
p: 816.233.9300 f: 816.233.9399
e-mail: info@gga-pc.com
web: www.gga-pc.com



September 20, 2017

Mr. Kenny Schmitz
Woodbury County Director of Building Services
620 Douglas Street
Sioux City, IA 51101

Re: Proposal for A/E Services
Re: Trospers-Hoyt Elevator Replacement

Mr. Schmitz,

Thank you for this opportunity to submit our proposal for Replacement of the Existing Elevators at the Trospers-Hoyt Building located at 822 Douglas Street. Regarding the proposed scope of services needed to provide contract documents for the permitting, bidding and replacement of the two existing elevators at the facility, we respectfully propose a fee based on a percentage of 7 ½ - 8 ½ % of the overall construction cost plus any reimbursable expenses (printing, permitting, testing, etc...) equivalent to a **Stipulated-fee amount of \$28,600**. This fee can certainly be adjusted if we found it to be mutually agreeable and beneficial to the County to modify our scope of services or to provide a fee based on our hourly rates as listed below.

Principal	\$135.00
Sr. Technical	\$95.00
Technical	\$75.00
Clerical	\$30.00

Our scope of services for this project would include the following:

- Evaluation of the existing elevator systems and various options for complete system replacement
- Develop floor plans for the existing facility based on Owner-provided drawings and field verified data
- Contract documents required for construction permitting with the local authorities having jurisdiction
- Detailed electrical, engineering, security-system(s) and architectural plans
- Detailed, sealed specifications including contractor and product requirements, procedures, etc...
- Administration of the bidding process
- Construction Administration and Observation (product submittal review, contractor payment certification, etc...)
- Electronic (Revit, PDF, etc...) copies of the Technical (Bid-) plans

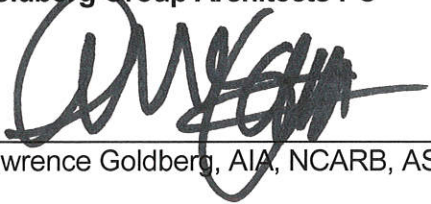


We are confident that we can provide the County with a continued high-level of project performance, given the experience we have amassed, designing for the functional needs of Justice Systems across the nation and in Woodbury County's own Trosper-Hoyt Building to-date.

We look forward to this opportunity to serve Woodbury County and to working with you, Shane and the Board of Supervisors once again.

Please call Mr. Rost or myself with any questions you may have.

Best Wishes,
Goldberg Group Architects PC



Lawrence Goldberg, AIA, NCARB, ASC

CC: Shane Albrecht, Baker Group
Kevin Rost, GGA
File

Standard Form of Agreement Between Owner and Construction Manager as Adviser

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

BETWEEN the Owner:

(Paragraph Deleted)

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

and the Construction Manager:

(Paragraph Deleted)

Baker Group
4224 Hubbell
Des Moines, IA 50317

for the following Project:

(Paragraph Deleted)

Trosper Hoyt Elevator Replacement
822 Douglas Street
Sioux City, IA 51101

The Architect is:

(Paragraph Deleted)

Goldberg Group Architects, PC
805 N. 36th Street, Suite B
St. Joseph, MO 64506

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

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

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ARTICLE 1 INITIAL INFORMATION

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

(Paragraph Deleted)

§ 1.1.1 The Owner's program for the Project:

The Owner's Program shall be a joint effort of Baker Group's Facility Improvement Master Plan and Goldberg Group Architects, PC as the Architect.

§ 1.1.2 The Project's physical characteristics:

Upgrading the Control System serving the Juvenile Detention door locking system

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

(Paragraph Deleted)

Three Hundred Thousand Dollars (\$300,000)

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

- .1 Design phase milestone dates, if any:

Design phase to be completed by November 20, 2017 with Public Bid dates targeted for December 19, 2017.

- .2 Commencement of construction:

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

.3 Substantial Completion date or milestone dates: March 31, 2018.

.4 Other:

Final Completion of work shall occur before before April 30, 2018.

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

(Paragraph Deleted)

Competitive bid.

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

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

Elevator Company

Electrical Work as needed

HVAC System as needed

§ 1.1.7 Other Project information:

(Paragraph Deleted)

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

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

(Paragraph Deleted)

Kenny Schmitz, Facility Services Manager

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

(Paragraph Deleted)

Goldberg Group Architects, PC

Lawrence Goldberg, Principal 816-233-9300

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

(Paragraph Deleted)

.1 Land Surveyor:

N/A

.2 Geotechnical Engineer:

N/A

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.3 Civil Engineer:

N/A

.4 Other:

(Paragraph Deleted)

N/A

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

(Paragraph Deleted)

Shane Albrecht

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

(Paragraph Deleted)

Project Manager

Site Foreman: to be determined

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

.1 Cost Estimator:

(Paragraph Deleted)

N/A

.2 Other consultants:

N/A

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

N/A

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

In addition to Construction Management services outlined in this agreement, Baker Group will also verify all systems for proper operation after installation.

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

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

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they are rendering. Said consultants shall carry professional liability insurance. The Construction Manager assumes responsibility and liability for the acts, errors and omissions of its Consultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

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

§ 3.2 Preconstruction Phase

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

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

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

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

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

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

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

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make

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recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.3 Construction Phase Administration of the Construction Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Paragraph Deleted)

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

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

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

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

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Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

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

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

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

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

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

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

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall review and approve and then submit the shop drawings, product data, samples and other submittals to the Architect for approval with copies to the Owner. It is the Construction Manager's responsibility to ascertain that the drawings, plans and specifications (except for those designed by the Architect) are in accordance with applicable laws, statutes, ordinances, building codes, rules and

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regulations. If the Construction Manager recognizes the portions of the drawings, plans and specifications are at variance therewith, the Construction Manager shall promptly notify the Architect and Owner in writing. By approving and submitting shop drawings, product data, samples and other submittals, the Construction Manager thereby represents that it used its best professional judgment and effort to assure that the trade contractors have verified all field measurements, field construction criteria, dimensions, elevations, quantities, materials, catalog numbers, and similar data as shown on the Construction Documents furnished by the Architect, or will do so, and that the trade contractors have checked and coordinated each shop drawing, product data, samples and other submittals with the requirements of the work and of the Construction Documents. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

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

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On an every two week basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect:

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

(Paragraph Deleted)

(Paragraphs Deleted)

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

(Paragraph Deleted)

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

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

§ 3.3.24 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager

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

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

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

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

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

(Paragraph Deleted)

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1

(Table Deleted)

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description
----------	--	---------------------------------

(Section 4.2 below or in an exhibit attached to this document and identified

below)

(Paragraph Deleted)

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

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

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

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

(Paragraph Deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services required to verify the Contractors' Applications for Payment or to ascertain how or for what purposes the trade contractors have used the money paid by or on behalf of the Owner, as may be reasonably necessary at any time for the Project. Construction Manager shall collect from trade contractors, and where appropriate, their subcontractors or suppliers, evidence of payment of debts associated with the Project and a final release of all claims prior to final payment. Construction Manager shall further review and verify entitlement to release of retainage, and review and make recommendations to Owner as to the validity of any claims asserted under Iowa Code Chapter 573.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's

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Instruments of Service or any fault or defect in the Construction Manager's services, however, Owner shall have no affirmative obligation or duty under the Agreement to inspect for defects or errors in the Project or the Architect's instruments of services.

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

§ 6.2.2 The total aggregate cost of the Project including management and professional services fees shall not exceed One Million, Two Hundred Thousand Dollars (\$1,200,000.) The Construction Manager shall be permitted to include contingencies for design, bidding and price escalation, and shall consult with the Architect to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to suggest reasonable adjustments in the scope of the Project, and to suggest inclusion of alternate bids in the Construction Documents to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of any increase in the Contract Sums occurring after execution of the Contracts for Construction.

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

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2

The Construction Manager shall indemnify and hold the Owner and the Owner's officers, directors and employees harmless from and against damages, losses and judgments arising from claims by third parties, regardless of the nature, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage or \$1,000,000.00, whichever is greater.

(Paragraph Deleted)

§ 8.2 Mediation

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

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

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

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

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement, except that payment may be withheld from the Construction Manager for the Construction Manager's substantial non-compliance or non-performance formally claimed and/or determined in accordance with the terms of this Agreement without penalty to the Owner for such withholding. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services due to substantial nonperformance, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Construction Manager's services.

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§ 9.3 This Agreement may be terminated by either party upon not less than seven days' written notice in the event that the Project is abandoned by the Owner for more than 180 consecutive days for reasons other than the fault of the Construction Manager.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than fourteen days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.5.1 Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the State or the Owner to appropriate funds or through discontinuance or material alteration of the program for which funds were provided, the Owner shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

§ 9.5.2 With the mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) days' written notice, this Agreement may be terminated on any agreed date before the end of the term without penalty to either party.

§ 9.6 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed through the effective date of termination.

§ 9.7 Construction Manager shall be responsible for providing Owner with all requested documentation necessary to support the payment requested by Construction Manager for services performed prior to the date of termination.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Iowa.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction as modified and as amended and agreed by Construction Manager and Owner, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Construction Manager shall not specify or approve for use in the Project any new materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If the Construction Manager discovers that such substances as described herein have been used or do

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exist in the Project, the Construction Manager shall promptly notify the Owner in writing. When asbestos containing materials, polychlorinated biphenyl (PCB) or other toxic or hazardous substances are suspected or found in the course of the Project, the Owner shall immediately provide the services of an appropriately qualified expert or consultant to determine the proper course of action.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) comply with any public records request under the Iowa Open Records law, as applicable.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Paragraph Deleted)

The compensation for Preconstruction Services shall be Ten Thousand Dollars (\$10,000.00) and will be credited to owner as part of the total fee.

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Paragraph Deleted)

The Construction Management fee will be based on a percentage of the total costs of the Project by using a multiplier of Fifteen percent (15%) billed monthly. Architectural services will not be considered a direct job cost and will not be included in the total project cost when determining Construction Manager's fee.

§ 11.2 [INTENTIONALLY DELETED]

(Paragraph Deleted)

§ 11.3 Additional Services shall be billed on an hourly basis as outlined in Exhibit "D" - Construction Manager billing rates.

(Paragraph Deleted)

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus 0 percent (zero %).

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§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(Paragraph Deleted)

See Exhibit "D"

(Table Deleted)

Employee or Category

Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

.1

(Paragraph Deleted)

Fees paid for securing approval of authorities having jurisdiction over the Project;

.2 Printing, reproductions, plots, standard form documents;

(Paragraphs Deleted)

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of Ten Thousand Dollars (\$10,000.00) shall be made upon moving into Construction Document phase and it shall be credited to the Owner's account if contracts are awarded.

§ 11.7.1.1 Subsequent payment for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 11.1.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly by the last day of each month in proportion to services proven to have been performed. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate established by Section 74A.2 of the Code of Iowa. All pay requests must be received by the County seven days prior to the Board of Supervisors meeting which is held every Tuesday of each month.

(Paragraph Deleted)

§ 11.7.3 The Owner shall not permanently withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding. However, the Owner may, upon the filing of or in anticipation of the imminent filing of a formal claim against the Construction Manager, withhold amounts in dispute from the Construction Manager pending the outcome of the claim.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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§ 12.1 Payment to the Construction Manager will be made by the Owner from cash on hand from such sources as may be legally available to the County.

§12.2 Construction Manager shall provide the insurance specified in Exhibit "C" hereto.

§ 12.3 The Construction Manager shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Construction Manager shall not permit an employee, a subconsultant owned, operated, or managed by, or subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's properties in accordance with Iowa Code 692A.113, and shall fully executed and deliver a copy of 'Acknowledgement and Certification' form within ten (10) days of the execution of the Agreement or before any such workers are on the Project site.

§12.4 The Construction Manager, with regard to work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin and shall comply with the provisions of Title VI of the Civil Rights Act of 1964 and the regulations promulgated thereunder.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below and is effective after execution by all parties of this document and all documents listed below:

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser, as modified.
- .2

(Paragraph Deleted)

Other documents:

(Paragraph Deleted)

Exhibit "A" – Partial Lien Waiver

(Paragraph Deleted)

Exhibit "B" – Final Lien Waiver

Exhibit "C" – Insurance Requirements

Exhibit "D" – Construction Manager Billing Rates

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Table Deleted)

(Printed name and title)

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EXHIBIT A

PARTIAL RELEASE OF LIEN AND WAIVER OF CLAIMS

To: _____, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$ _____

Date of last work covered by payment request: _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full, less retainage and other claims documented as required by the Contract (if any), has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, except as identified below:

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Waiver and Release of Claims

NOW, THEREFORE, the undersigned acknowledges receipt of progress payments in the sum of \$_____ for all work through _____, 20__, for which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property, except as pertains to unpaid retainage and claims documented as required by the Contract. Additionally, the undersigned waives and releases any other claims against the Owner or its sureties on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property, also referred to as _____ . The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract for which payment has been made.

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20__, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

EXHIBIT B

FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: _____, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$ _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned acknowledges receipt of final payment in the sum of \$_____ for which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property. Additionally, the undersigned waives and releases any other claims against the Owner, its sureties or on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

Exhibit "C"

INSURANCE REQUIREMENTS

1. The Construction Manager shall secure and maintain through the duration of this Contract insurance (on an occurrence basis unless stated below) of such types and in such amounts stated below, but in no case less than as may be necessary to protect the Construction Manager and the Owner and agents of the Owner against all hazards or risks of loss as hereinafter specified. The Owner will only accept coverage from an insurance carrier who offers proof that it:
 - 1) Is licensed to do business in the State where Construction Manager is located;
 - 2) Carries a Best's policy holder rating of A or better and at least a Class X financial rating;
 - 3) Is a company mutually agreed upon by the Owner and the Construction Manager.
2. The form of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner, but regardless of such approval it shall be the responsibility of the Construction Manager to maintain adequate insurance coverage at all times. Owner reserves the right to review certified copies of any and all insurance policies to which the Contract is applicable. Failure of the Construction Manager to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.
3. The cost of defense of claims shall not erode the limits of coverage furnished.
4. If Construction Manager should retain consultants to perform any of its services, Construction Manager shall see to it that such third party maintains such insurance and shall furnish evidence thereof to Owner.
5. The insurance policies shall provide that Owner shall be given not less than thirty (30) days written notice from the insurer(s) before cancellation, non-renewal or material modification of coverage of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11) or equivalent. The Construction Manager shall promptly notify the Owner of any reduction in limits of protection under any policy listed in the Certificate in excess of \$10,000.00, whether or not such impairment came about as a result of the Contract. If the Owner shall determine the Construction Manager's aggregate limits of protection shall have been impaired or reduced to such an extent that the Owner shall determine such limits inadequate for the balance of the project, the Construction Manager shall, upon notice from the Owner, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the Owner.
6. Satisfactory certificates of insurance, **and a copy of the Additional Insured Endorsement, and a copy of the Additional Insured Endorsement and a copy of the Notice of Cancellation Endorsement**, written on a standard AIA Document G705 or ACORD form 25-S, Accord Form 27, as applicable, shall be filed with the Owner prior to Construction Manager's entry on to the Project site. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to Owner prior to the expiration date of any coverage, and Construction Manager shall give Owner written notice of any proposed reduction or other material modification in such insurance no later than thirty (30) days prior to such change.
7. Cancellation, non-renewal or material modification of coverage of any such insurance shall be the basis for the Owner's exercising its right to terminate the Contract.
8. Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.
9. Construction Manager shall insure specifically the indemnification by it contained in the Contract, and shall include the Indemnitees as identified in the Contract as additional insureds on the Commercial General Liability Insurance and the Comprehensive Automobile Liability Insurance policies described above. Indemnitees shall be included as additional insureds under Construction Manager's furnished insurance

(except Workers' Compensation Insurance and Professional Liability Insurance), for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 10/01). Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Construction Manager's liability under the Contract.

10. Construction Manager agrees to procure and carry, at its sole cost, until completion of the Contract all insurance, with identical limits of liability and scope of coverages, as set forth below:

- 10.1 Comprehensive Automobile Liability Insurance. Construction Manager shall maintain comprehensive automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Contract covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.

- 10.2 Workers' Compensation and Employer's Liability Insurance. Construction Manager shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence. The Construction Manager shall also purchase insurance against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

- 10.3 Commercial General Liability Insurance. Construction Manager shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for as long as Construction Manager or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual liability insuring the indemnities set forth in the Agreement. Each Project shall have minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 products/completed operations aggregate coverage.

- 10.4 Excess Liability. Construction Manager shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$2,000,000.00 per occurrence and \$5,000,000.00 aggregate.

11. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers against Owner and all its assigns, affiliates, employees, insurers and underwriters.

12. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Construction Manager's liability with respect to its performance of this Agreement.

13. Professional Liability coverage. The Construction Manager shall maintain and pay the premium on professional liability insurance in an aggregate amount of not less than Two Million Dollars (\$2,000,000.00), with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00). Certificates of insurance for such coverage will be provided to Owner within ten (10) days of the execution of this Agreement. All such insurance shall be at no cost to the Owner.

14. The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims not subject to the defense of governmental immunity under Iowa Code Section 670.

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

Date: 9/28/2017 Weekly Agenda Date: 10/3/2017

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

WORDING FOR AGENDA ITEM:

Receive and consider bids for project number L-C07(7)--73-97

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Public Hearing Other: Informational Attachments

EXECUTIVE SUMMARY:

Plans have been completed and permits received for construction of a new culvert and drop inlet to replace the existing culvert on D54. We request approval of the plans for letting.

BACKGROUND:

The county programmed this project for replacement in fiscal year 2017, ahead of the PCC overlay of county route D54 east of Oto. The existing culvert is in poor condition with some separation in the barrel section of the existing box.

FINANCIAL IMPACT:

This bridge is paid for with local secondary road funds.

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

Yes No

RECOMMENDATION:

Recommend that the board receive the quotes and allow the county engineer to review the quotes and recommend award at a later board meeting.

If quotes show a clear low quote, the engineer may recommend award at the Board meeting after opening the quotes.

ACTION REQUIRED / PROPOSED MOTION:

- 1) Motion that the board receive the bids for project L-C07(7)--73-97 and return the bids to the county engineer for an award recommendation at a later board meeting.
- 2) Motion to award bid if low quote is clearly determined by bid results.

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

Date: 9/27/2017 Weekly Agenda Date: 10/03/2017

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

WORDING FOR AGENDA ITEM:

Approve contract for project number M-HC 17-4

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Plans were completed for the repair of a stream grade protection weir south of 160th Street near Merville. The letting was September 19, 2017 and the project was awarded to Dixon Construction.

BACKGROUND:

The county programmed the weir for repair in fiscal year 2017. Plans have been prepared and Hungry Canyons Alliance funding has been secured to assist in paying for the project. The existing weir was damaged during a flood event on June 15, 2016 and repair is needed to restore it to full function as a protective structure.

FINANCIAL IMPACT:

This project is paid for with secondary road funds and a Hungry Canyons grant for \$27,250.

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

Yes No

RECOMMENDATION:

I recommend that the Board approve the contract for project M-HC 17-4.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the contract for project number M-HC 17-4 with Dixon Construction for \$49,000.



WOODBURY COUNTY, IOWA
CONTRACT

Kind of Work Stream Stabilization Repair
Project No. M-HC 17-4 County Woodbury

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

WITNESSETH: That the Contractor, for and in consideration of Forty Nine Thousand and 00/100 (\$49,000.00)

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

Table with 6 columns: Item No., Item, Quantity, Unit Price, Amount. Includes items like Excavation Class 12, Excavation Class 10 Channel, Concrete Grout for Revetment, Revetment Class B, Revetment Class E, Mobilization, and Dewater.

TOTAL BID \$49,000.00

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer under the date of September 19, 2017

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

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. M-HC 17-4 in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

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

Table with 4 columns: Approximate Starting Date, Specified Starting Date, Late Start Date, Number of Working Days. Values: November 6, 2017, 20.

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgment as to any controversy arising hereunder.

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

day of, 20

Approved:

By Contractor: Dixon Construction

By Contracting Authority: Woodbury County Board Chairperson

Date

Date

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

Date: 9/28/2017 Weekly Agenda Date: 10/3/2017

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

WORDING FOR AGENDA ITEM:

Accept and approve proposal for 220th Street Reclamation work

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Public Hearing Other: Informational Attachments

EXECUTIVE SUMMARY:

The county engineer has prepared plans for the reclamation of 220th Street Seal Coat near Sgt. Bluff. No bids were received at letting. Project has been rescoped and a proposal has been submitted.

BACKGROUND:

The county had requested quotes for reclamation of the existing seal coat and base on 220th Street. No bids were received at the letting on September 05, 2017. Specialty contractors have been contacted and asked to supply a proposal for portions of the work. This proposal is for the reclamation of the road surface and base only. The project will be completed during the 2017 construction season.

FINANCIAL IMPACT:

The project is paid for with local Woodbury County secondary road funds.

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

Yes No

RECOMMENDATION:

Recommend that the board accept and approve the proposal for road base reclamation from Midstate Reclamation.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board accept and approve the proposal for road base reclamation from Midstate Reclamation.

Quotation From

Mickey Lair

Office Phone: (952) 985-6152

Cell Phone: (952) 237-1951

Email: Mickey@midstatecompanies.com



Quote for Project: Base One Stabilization

MN Fed ID: 39-1727526

Bid Date: 9/22/17

Project Location: Woodbury Co, IA

Item Number	Item Description	Unit	Item Quantity	Unit Price	Bid Amount
	Pregrind (8.5 inches)	SY	20,000.00	\$ 0.86	\$ 17,200.00
	Stabilization (8.5 inches)	SY	20,000.00	\$ 0.42	\$ 8,400.00
	Mobilization	EA	1.00	\$ 4,200.00	\$ 4,200.00

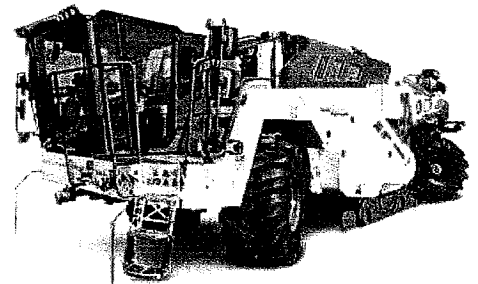
Estimated Shifts

Included

- 1 One 8' Reclaimer with Injection Kit
- 2 Water Truck for Hydration
- 3 Onsite Supervision

Not Included

- 1 Bond or Retainage
- 2 Mix Design/Testing/Coring
- 3 Subgrade Preparation/Placement of Aggregates
- 4 Hauling/Cleaning/Sweeping
- 5 Traffic Control/Flaggers
- 6 Water Source for Hydration within 2 Miles
- 7 Berm/Layback/Compaction
- 8 Cobble Removal
- 9 Add Rock Item



Notes

- 1 Reclaiming to be within the Mechanical Limits of the Machine
- 2 Midstate Reclamation Reserves the Right to Negotiate All Terms Stated in Subcontract
- 3 Quotation is to be Incorporated into Subcontract
- 4 Scheduling is Based on Lead Time of Notice to Proceed
- 5 Prime Contractor to Mark ALL Obstructions & Utilities
- 6 Add 0.015% to Price if Bond is Required (Up to \$500,000) and .009% on remaining contact value.
- 7 The quantity of the quoted Material may increase or decrease
- 8 A Partial Load Charge of \$200/TN May be Applied
- 9 Quoted Prices Valid for 15 days
- 10 Waiver of Subrogation and AGC fees are not included in this proposal
- 11 Woodbury County to Provide Base One For Stabilization

If you accept quote, please sign and return

Send All Correspondents to

Corporate Office

21955 Grenada Avenue

Lakeville, MN 55044-8055

(952) 985-5555 Office (952) 985-5656 Fax

Regional Office

3240 1st Ave

Spearfish, SD 57783-0309

(605) 642-4000 Office (605) 642-4100 Fax

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

Date: 9/27/2017 Weekly Agenda Date: 10/03/2017

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

WORDING FOR AGENDA ITEM:

Consider approval of plans for project number L-B(L77)--73-97 and L-B(L78)--73-97

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Plans have been completed for the replacement of two bridges on 200th Street east of Union Avenue. We request approval of the plans for letting.

BACKGROUND:

The county programmed these projects for construction in fiscal year 2018. The project will replace two posted short span structures

FINANCIAL IMPACT:

The projects are paid for with the \$1.3 million special project levy 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:

I recommend that the Board approve the plans for project number L-B(L77)--73-97 and L-B(L78)--73-97.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the plans for project number L-B(L77)--73-97 and L-B(L78)--73-97.

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

Date: 9/27/2017 Weekly Agenda Date: 10/03/2017

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

WORDING FOR AGENDA ITEM:

Approve Contracts for HMA Levelers 2017

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county engineer prepared plans for the application of hot mix asphalt (HMA) levelers on various paved roads in Woodbury County. Bids were received on September 9, 2017.

BACKGROUND:

The county has advertised for placement of HMA levelers for its HMA paved road system. The work was awarded to Knife River Midwest at the September 9, 2017 letting. The proposed project will be completed during the 2017 construction season.

FINANCIAL IMPACT:

The project is paid for with local Woodbury County secondary road funds.

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

Yes No

RECOMMENDATION:

Recommend that the board approve the contracts for HMA levelers.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board approve the contracts for project HMA Levelers 2017.



WOODBURY COUNTY, IOWA
CONTRACT

Kind of Work HMA levelers
Project No. HMA Levelers 2017 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Jeremy Taylor, Matthew Ung, Marty Pottebaum, Keith Radig, and Rocky De Witt, Contracting Authority, and Knife River Midwest of Sioux City, Iowa, Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____
Seventy Five Thousand Three Hundred Fourty Five and 00/100 (\$75,345.00)
payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Unit Price	Amount
Project: HMA Levelers 2017				
Group 1				
1.	HMA Leveler 3/8 Surface Mix	280 Ton	215.00	60,410.00
2.	Mobilization	1 LS	10,000.00	10,000.00
3.	Traffic Control	1 LS	2,753.00	2,753.00
4.	Flaggers	24 Each	90.50	2,182.80
TOTAL BID				\$75,345.80

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer under the date of August 16, 2017

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

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. HMA levelers 2017 in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

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

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
		October 18, 2017	12

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgment as to any controversy arising hereunder.

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

18th day of September, 2017

Approved:
By [Signature]
Contractor: Knife River Midwest

By _____
Contracting Authority: Woodbury County Board Chairperson

Date 9-18-2017

Date _____

Date: 9/28/17 Weekly Agenda Date: 10/3/17

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Matthew Ung

WORDING FOR AGENDA ITEM:

Approval of a Resolution Thanking and Commending Support Siouxland Soldiers for their service to Woodbury County

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This item requests the Board of Supervisors to approve and sign a resolution to an organization, Support Siouxland Soldiers, thanking them for their service in Woodbury County.

BACKGROUND:

Support Siouxland Soldiers is a 501c3 organization that provides resources and support services to military families, veterans, and in-active/active duty soldiers. Support Siouxland Soldiers is an important partner to Woodbury County's Home Base Iowa initiative, and the Chairman wishes to acknowledge them at their upcoming "Operation Warming Hearts" event at the Long Lines Rec. Center on 10/4/17.

FINANCIAL IMPACT:

n/a

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

Yes No

RECOMMENDATION:

see below

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the resolution and direct the Chairman to present the resolution in-person at the 10/4/17 event.

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

A RESOLUTION THANKING AND COMMENDING

Support Siouxland Soldiers

FOR THEIR SERVICE TO WOODBURY COUNTY

WHEREAS, Support Siouxland Soldiers is a non-profit (501c3) organization located in Woodbury County that provides numerous resources, programs, and services to military families, Veterans, inactive and active-duty soldiers; and

WHEREAS, The dedicated volunteers of Support Siouxland Soldiers have been providing these invaluable services to Woodbury County's estimated 10,000 Veterans and the Siouxland community's estimated 18,000 Veterans since the Iraqi Freedom Tour in 2007, thereby increasing the morale of the troops and military families during such deployments; and

WHEREAS, Woodbury County is an official Home Base Iowa Community and Support Siouxland Soldiers has chosen to partner and assist Woodbury County's Home Base Iowa initiative to help Veterans and service members identify and access economic benefits and resources for an improved quality of life; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of this Board thank and commend Support Siouxland Soldiers for their service to, and partnership with 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 organization, Support Siouxland Soldiers.

BE IT SO RESOLVED this 3rd day of October, 2017.

WOODBURY COUNTY BOARD OF SUPERVISORS

Matthew A. Ung, Chairman

Jeremy J. Taylor, Vice Chairman

Rocky L. De Witt, Member

Marty J. Pottebaum, Member

Keith W. Radig, Member

Attest:

Patrick F. Gill, Woodbury County Auditor

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

#14

Date: 9/28/2017 Weekly Agenda Date: 10/3/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisors Jeremy Taylor & Matthew Ung

WORDING FOR AGENDA ITEM:

Approval of resolution to withdraw from Sioux Rivers Region

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Woodbury County desires to exercise its right under the 28E Agreement to withdraw from the Sioux Rivers Region at the end of the current fiscal year.

BACKGROUND:

Woodbury County has determined that the Governing Board of Sioux Rivers Region, the Sioux Rivers Region management, and the Sioux Rivers Region staff have demonstrated an unwillingness to operate in a transparent and equitable manner to ensure that appropriate mental health and disability services are provided to the residents of Woodbury County.

FINANCIAL IMPACT:

No change for fiscal year 2017-2018

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

Yes No

RECOMMENDATION:

see below

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the resolution

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA:
RESOLUTION # _____**

**RESOLUTION TO WITHDRAW FROM THE SIOUX RIVERS REGIONAL MENTAL
HEALTH AND DISABILITIES SERVICES**

WHEREAS, Woodbury County is one of three member counties of the Sioux Rivers Regional Mental Health and Disabilities Services (“Sioux Rivers Region”) formed under Iowa Code Chapter 331 and Iowa Code Chapter 28E; and

WHEREAS, mental health and disability services regions must work with service providers to ensure that mental health and disability services are available to residents of the region consistent with and pursuant to Iowa Code Chapter 331 and applicable regulations; and

WHEREAS, Woodbury County has determined that the Governing Board of Sioux Rivers Region, the Sioux Rivers Region management, and the Sioux Rivers Region staff have demonstrated an unwillingness to operate in a transparent and equitable manner to ensure that appropriate mental health and disability services are provided to the residents of Woodbury County and therefore it is not in the best interest of Woodbury County residents to remain a member of the Sioux Rivers Region; and

WHEREAS, the 28E Agreement for Sioux Rivers Region permits a county to withdraw from the Sioux Rivers Region by resolution of the county’s Board of Supervisors and written notice to the Governing Board of the Sioux Rivers Region by November 15 prior to the end of the fiscal year in which the withdrawal will be effective; and

WHEREAS, Woodbury County desires to exercise its right under the 28E Agreement to withdraw from the Sioux Rivers Region at the end of the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED, pursuant to the 28E Agreement for Sioux Rivers Region, Woodbury County shall withdraw from the Sioux Rivers Region effective June 30, 2018, at the end of the current fiscal year, and that Woodbury County shall give written notice to the Governing Board of Sioux Rivers Region no later than November 15, 2017 of this decision to withdraw and take any other necessary and appropriate actions to carry out this decision to withdraw.

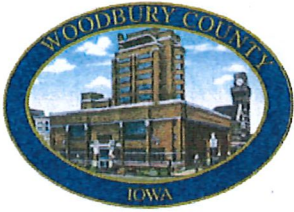
SO DATED this 3rd day of October, 2017.

Matthew Ung,
Chairman of the Board of Supervisors of
Woodbury County, Iowa

CERTIFICATE OF AUDITOR

I hereby certify that the above and foregoing resolution was duly and legally passed by the Board of Supervisors of Woodbury County, Iowa and properly journalized in the minutes thereof on the 3rd day of October, 2017.

Patrick F. Gill,
Secretary of the Board of Supervisors of
Woodbury County, Iowa and County Auditor



Woodbury County Secondary Roads Department

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

COUNTY ENGINEER

Mark J. Nahra, P.E.

mnahra@woodburycountyiowa.gov

ASSISTANT TO THE COUNTY ENGINEER

Benjamin T. Kusler, E.I.T.

bkusler@woodburycountyiowa.gov

SECRETARY

Tish Brice

tbrice@woodburycountyiowa.gov

To: Board Members

From: Mark Nahra, County Engineer

Date: September 25, 2017

RE: Weekly Work Report

Construction Project Report

To be let:

L-(220th)—73-97, Rehabilitation and Seal Coat on 220th Street East of Old Lakeport Road. Letting date: September 5, 2017. Late Start Date: October 16, 2017. The Board had a public information meeting with residents of 220th Street on April 25, 2017. They heard comments from landowners bordering the road. The board decided to place a new seal coat on the road. The engineer's office completed project plans and bid documents that were sent to contractors. No bids were received for the project at a September 5th letting. The Engineers office is rescoping the project and will be presenting separate bids for base reclamation and surfacing. Base reclamation quotes will be reviewed at the October 3 supervisors meeting.

L-B(V84-2)—73-97, Lee Avenue Bridge in section 13 of Little Sioux Township. Letting date: October 17, 2017. Late Start Date: April 1, 2018. The bridge replacement project is locally funded project with the \$1.3 million special project levy. The bridge is scheduled to be completed in the either the 2017 or 2018 construction season. The bridge is a precast concrete structure which lends itself to winter construction. By giving a wide-open construction period for the project, we give contractors scheduling flexibility which can lead to lower priced bids.

Under Contract:

L-(280th)—73-97, Grading and Intersection relocation project. Letting date: September 19, 2017. Late Start Date: October 16, 2017. Contractor: Flewelling Earthmoving, Inc. Contract Price: \$63,743.90. The current intersection of Old Highway 141 and 280th Street east has restricted sight distance to the north at the intersection and has been the subject of complaints of near collisions by area landowners and residents. Property owners in the area have donated land to allow relocation of the intersection to a point across from the western leg of 280th Street at a location with better sight distance. The letting was held September 19th and the bid awarded to the low bidder. Contracts have been prepared and mailed to the contractor. The project is programmed for FY 2018 completion

L-C(L1)—73-97, Replacement of bridge L1 with a precast box culvert on Old Highway 20 near Cushing. Letting date: September 5, 2017. Late start date: October 16, 2017. Contractor: Dixon Construction. Contract price: \$145,852.80. This structure is on Old Highway 20 near Cushing. The project involves the replacement of an existing short span bridge with a concrete box culvert. The current bridge is restricted to less than legal loads. This project is scheduled for 2017 construction.

M-HC 17-4, Weir repair south of 160th Street near bridge J-328. Letting date: September 19, 2017. Late Start Date: October 15, 2017. Contractor: Dixon Construction, Correctionville, IA. Contract price: \$49,000.00. Project involves repairing a grade control structure that was damaged during the June 15, 2016 storm event. The low bid was approved by the Board on September 19, 2017. Contracts have been prepared and sent to the contractor. Work will be done this fall.

PCC Patching-2017, PCC Patching on various PCC Paved roads. Letting date: August 1, 2017. Late Start Date: October 2, 2017. Contractor: Ten Point Construction, Denison, IA. Contract price: \$65,389.00. This project will remove damaged pavement panels and replace them with new concrete patches. The project also repairs pavement damage from summer blow-ups. The contract was approved by the Board on August 22. Work will be done this fall.

L-B(Q10)—73-97, Replacement of Bridge Q10 on 220th Street SE of Bronson— Letting date: August 22, 2017. Contractor: Graves Construction, Denison, IA. Contract price: \$287,089.09. This project will replace an aging greenwood structure on 220th street west of Bronson with a new reinforced concrete box culvert with a flumed outlet. This project is funded with the \$1.3 million special project levy funds. The contract will be brought to the Board for approval on September 29th.

Pavement Markings-2017, Center line and edge line pavement markings on various paved roads. Letting date: July 18, 2017. Late Start Date: September 1, 2017. Contractor: Vogel Traffic Services. Bid Price: \$84,791.30. This project will restripe many of our county paved roads. This is an annual project to replace 33-50% of our pavement markings each year. The contractor has finished stop bars and symbols and will start mainline this week.

BRS-CO97(112)—60-97, D25 Bridge over Whiskey Creek on Old Highway 141 west of Bronson. Letting date: April 18, 2017. Late Start Date: June 19, 2017. Contractor: Christensen Brothers Construction, Inc. Bid Price: \$952,298.15. The bridge replacement project is a federal aid funded project with 80% federal - 20% farm to market fund dollars paying the cost of construction. The contractor has started work.

Work continues on the project. All substructure work is complete with both abutments and piers complete. Riprap has been placed on embankments under the bridge opening. The falsework piling are driven and falsework decking has started. We expect the bridge deck to be poured on Friday, September 29th. The north approach grade has been raised, rock base is in place, and it is ready for paving. Paving is expected to occur on Monday, September 25th weather permitting. The project is anticipated to be complete by mid-October.

BROS-CO97(129)—55-97, Replacement of Bridge L275 on Union Avenue. Letting Date: April 18, 2017 at the Iowa DOT. Late Start Date: July 24, 2017. Contractor: Godberson Smith Construction. Bid price: \$399,363.90. The bridge is programmed for replacement with 80% federal aid bridge replacement funds, 20% farm to market funds. This project will be constructed in 2017. County Bridge L275 is on Union Avenue between 190th and 200th Streets. Summer 2016 inspection of the structure has determined that severe deterioration of the piling in the north pier required that the bridge be closed as it is no longer safe to carry traffic. The bridge had been posted 10 tons prior to its closure.

The substructure is complete and the precast beams have been set. The contractor is placing deck forms this week. The contractor plans to place reinforcing steel Monday or Tuesday and a deck pour is anticipated this week.

FM-CO97(131)—55-97, HMA resurfacing of County Route L37, Danbury Blacktop, from D38 to Highway 20. Letting Date: April 18, 2017 at the Iowa DOT. Late Start Date: August 1, 2016. Contractor: Henningsen Construction. Bid price: \$1,716,561.71. This project will do cold in-place recycling of the existing pavement followed by a 2 ½ to 3-inch hot mix asphalt overlay on top of the recycled pavement. This project will be constructed in 2017. The Board awarded the low bid to Henningsen at their May 9, 2017 meeting. The Board approved at their May 30, 2017 meeting. A preconstruction meeting was held on June 20, 2017.

Bridge approach work and patching on the road is complete. Cold in place recycling is started last week. By the end of last week, the contractor completed the northbound lane with recycling on the southbound lane to follow next week. Resurfacing should start late next week. We anticipate that the project will be completed sometime in the first two weeks of October.

L-B(W107)—73-97, Replacement of Bridge W107 on 330th Street west of Danbury. Letting date: May 23, 2017. Late Start Date: August 1, 2016. Contractor: Graves Construction. Bid price: \$437,110.28. This bridge is programmed for replacement during FY 2017 with special project levy funds. County bridge W107 is on 330th Street between Michigan and O'Brien Avenues. The existing bridge was posted 3 tons and subject to monthly inspection due to the condition of the bridge caps on the abutments. The new bridge will be an 80' x 30' Single Span Precast Concrete Beam Bridge. The board of supervisors has approved the contract with Graves Construction.

Both abutments are finished and the precast beams have been set. Deck form placement will be starting this week. A deck pour is anticipated for the second week of October.

FM-CO97(126)—55-97, HMA resurfacing of County Route D22, Old Highway 20. Letting date: September 20, 2016. Contractor: Knife River Midwest. Bid price: \$2,060,532.31. The project will overlay the existing pavement on county road D22 from the intersection of K49 northeast of Lawton to approximately one half mile east of Buchanan Avenue. The project will be paid for with county farm to market funds.

Project is complete.

Work Under Design:

Design work is underway on the following projects for letting sometime during 2017.

250th Street Grading Project - 2.25-mile grade for paving project south of Anthon. Right of way will be necessary to allow construction of this road. Final design is nearing completion. Once design is complete, there will be a preliminary rollout of the design with affected landowners. Platting and right of way acquisition will follow the rollout. We are working toward a summer 2017 letting. This project is funded with special project levy funds.

Bridge D156 – This structure is on Franklin Avenue north of Old Highway 20/150th Street. The structure is posted 8 tons. The existing structure is significantly oversized and built from salvaged materials. The replacement structure is proposed to be a large culvert. This project is funded with money received in the local budget from the new \$0.10 state fuel tax. The project is scheduled for 2017 construction.

County Bridge B82 is on 140th Street between Kossuth and Lee Avenues. It was one of the flood damaged structures from the June 18, 2016 flood event. Initially, we were going to try to replace the east abutment bridge piling to reopen the bridge in the fall of 2016, but since it would remain a posted bridge and it is scheduled for replacement in FY 2018, we will be moving it forward in our design schedule to replace it in whole, hopefully with a winter 2017-2018 letting. The result is that the bridge will be closed through the winter of 2017-2018.

Other Projects:

The county road department has been trying some road stabilizing chemicals in an attempt to improve the performance of high traffic gravel roads. Even chloride treated roads are prone to washboarding and roughness wherever stopping, starting, and braking occur, requiring frequent blade passes for correction. There is a class of base stabilizing chemicals that are marketed to resist washboard formation and improve the ride quality of gravel roads.

Three chemicals have shown some promise and if they deliver on their expected performance, they may prove to be cost effective replacements for our current road maintenance practices. The first product is called "ClayCrete". It binds clay fines in the gravel to make a hard surface that is resistant to deformation under traffic. It has been used on 140th Street north of Correctionville Road. A second product, called "Earthbind" was tried on Buchanan Avenue south of Highway 20 near the storage units and Grandy Avenue. Both of these locations were selected due to their characteristics. Both are at intersections with an uphill/downhill grade for accelerating/braking traffic, areas that are the first to washboard and require attention under normal gravel road maintenance. These products will be observed over the next 12-24 months to see whether they provide the improved performance advertised by the suppliers. These two materials provide dust mitigation in addition to road stabilization.

The third chemical treatment is called "T15 Base 1". It will be used on 220th Street east of Old Lakeport Road as part of the road reclamation/seal coat project on that road segment. Base 1 is a base stabilizer only and works to strengthen that base underneath a seal coat or pavement. It should provide better stability under heavy truck loads from deliveries and waste pickup on the road. This chemical does not provide dust mitigation and will require some treatment of the surface after application.

The county has many gravel roads with increasing traffic that we cannot afford to upgrade to pavement. Base stabilizers may allow the county to improve the quality of high traffic roads at a cost that is much less than a full upgrade to paving.



Oct 19

Thursday

5-7pm

SPONSERED BY S.A.F.E

Zachary has encountered some chronic medical problems & has been off work for a few months. Any donation is welcomed to help support this marine and public servant.

Catering by Olive Garden

Raffle

Free will donation

204 Port Neal Rd

Sgt Bluff Fire Headquarters

