



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
(NOVEMBER 3 2020) (WEEK 45 OF 2020)**

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

Agenda and Minutes available at:  
[www.woodburycountyiowa.gov](http://www.woodburycountyiowa.gov)

**Live telephonic access at: 712-224-6014**

Rocky L. De Witt 253-0421 <a href="mailto:rdewitt@woodburycountyiowa.gov">rdewitt@woodburycountyiowa.gov</a>	Marty J. Pottebaum 251-1799 <a href="mailto:mpottebaum@woodburycountyiowa.gov">mpottebaum@woodburycountyiowa.gov</a>	Keith W. Radig 560-6542 <a href="mailto:kradig@woodburycountyiowa.gov">kradig@woodburycountyiowa.gov</a>	Matthew A. Ung 490-7852 <a href="mailto:matthewung@woodburycountyiowa.gov">matthewung@woodburycountyiowa.gov</a>	Justin Wright 899-9044 <a href="mailto:jwright@woodburycountyiowa.gov">jwright@woodburycountyiowa.gov</a>
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held November 3, 2020 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.

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## **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 7 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 October 27, 2020 meeting
4. Approval of claims
5. Board Administration – Karen James
  - a. Approval of resolution thanking and commending James Bauerly for years of service to Woodbury County
  - b. Approval of resolution thanking and commending Loxi Arndt for years of service to Woodbury County
  - c. Approval of resolution thanking and commending Roxanne Hamann for years of service to Woodbury County

6. County Treasurer – Michael Clayton
  - a. Approval of resolution for a tax abatement for United States of America
  - b. Approval of resolution for a tax abatement for Woodbury County, Iowa
  - c. Approval of resolution for a tax abatement for Woodbury County, Iowa
7. Human Resources – Melissa Thomas
  - a. Approval of Memorandum of Personnel Transactions
  - b. Approval of retiree request to remain on county health and dental insurance plans.
  - c. Approve the service agreement with CJ Cooper to perform annual and preemployment CDL queries

**End Consent Agenda**

8. Community & Economic Development – David Gleiser
  - a. Receive the final staff report and Zoning Commission’s recommendation from their 10/26/20 meeting Action
  - b. Approve the Petersen Addition final plat and authorize the Chairman to sign resolution Action
9. Building Services – Kenny Schmitz & Board Administration – Dennis Butler
 

Approval of Toth and Associates Inc. agreement between owner and engineer for professional services for development of 28<sup>th</sup> Street Action
10. Secondary Roads – Mark Nahra
  - a. Approval of the plans for project number L-B(K46)—73-97 Action
  - b. Approval to reject all bids for the repair of the D12 river bank allow the county engineer to prepare plans for an Iowa DOT letting Action
  - c. Award bid for the replacement of culvert K-264 to L.A. Carlson Construction for \$92,653.95 Action
11. Reports on Committee Meetings Information
12. Citizen Concerns Information
13. Board Concerns Information

**ADJOURNMENT**

*Subject to Additions/Deletions*

## CALENDAR OF EVENTS

- MON., NOV. 2 6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- TUE., NOV. 3 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., NOV. 4 9:00 a.m.** Loess Hills Alliance Protection Meeting, Pisgah, Iowa
- 10:30 a.m.** Loess Hills Alliance Stewardship Meeting
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- 1:00 p.m.** Loess Hills Alliance Executive Meeting
- THU., NOV. 5 10:00 a.m.** COAD Meeting, The Security Institute
- 1:30 p.m.** MPO Policy Board Meeting, City Hall 405 – 6<sup>th</sup> Street
- WED., NOV. 11 8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- 8:00 p.m.** County's Mayor Association Meeting, Public Safety Center, Climbing Hill
- THU., NOV. 12 12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St.
- 4:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., NOV. 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 St.
- 6:30 p.m.** 911 Service Board Meeting, Public Safety Center, Climbing Hill
- THU., NOV. 19 10:15 a.m.** Siouxland Regional Transit System, Zoom
- 11:15 a.m.** Western Iowa Community Improvement Regional Housing Trust Fund Meeting, Zoom
- 1:30 p.m.** SIMPCO Community and Economic Development - Zoom
- 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., NOV. 20 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
- MON., NOV. 23 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE., NOV. 24 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., NOV. 25 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- TUE., DEC. 1 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., DEC. 2 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- THU., DEC. 3 10:00 a.m.** COAD Meeting, The Security Institute

**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.*

OCTOBER 27, 2020, FORTY-FOURTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, October 27, 2020 at 3:30 p.m. Board members present were Pottebaum, Radig, De Witt, Ung, and Wright. Staff members present were Karen James, Board Administrative Assistant, Melissa Thomas, HR Director, Dennis Butler, Budget/Tax Analyst, Joshua Widman, Board Attorney and Patrick Gill, Auditor/Clerk to the Board.

- 1. Motion by Ung second by De Witt to go into closed session per Iowa Code Section 21.5(1)(k). Carried 5-0 on roll-call vote.  
  
Motion by Ung second by De Witt to go out of closed session per Iowa Code Section 21.5(1)(k). Carried 5-0 on roll-call vote.

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

- 2. There were no citizen concerns.
- 3. Motion by Ung second by De Witt to approve the agenda for October 27, 2020, Carried 5-0. Copy Filed.

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

- 4. To approve minutes of the October 20, 2020 meeting. Copy filed.
- 5. To approve the claims totaling \$749,687.81. Copy filed.
- 6a. To approve the separation of Timothy Jordan, P/T Youth Worker, Juvenile Detention Dept., effective 11-22-20. Resignation.; the reclassification of Rachael Edmundson, Asst. County Attorney, County Attorney Dept., effective 11-09-20, \$103,450.00/year, 6.7%=\$6,557.00/yr. Per AFSCME Asst. County Attorney Contract agreement, from Step 11 to Step 12.; the appointment of Cathia Risting, Custodian, Building Services Dept., effective 11-09-20, \$15.55/hour. Job Vacancy Posted 9-30-20. Entry Level Salary: \$15.55/hour.; and the reclassification of Deborah McDermott, Clerk II, County Treasurer Dept., effective 11-11-20, \$20.05/hour, 5.4%=\$1.04/hr. Per AFSCME Courthouse Contract agreement, from Grade 3/Step 3 to Grade 3/Step 4. Copy filed.
- 6b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for (2) P/T Youth Workers, Juvenile Detention Dept. AFSCME Juvenile Detention: \$19.83/hour. Copy filed.
- 7. To receive the Recorder’s Report of Fees Collected for the period of 7/01/20 through 9/30/20. Copy filed.
- 8a. To approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #894730252001, 2224 W. Palmer Ave., Sioux City, IA.

**RESOLUTION #13,073  
NOTICE OF PROPERTY SALE**

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

**Lot Seven (7) Block Six (6) Hornicks 2<sup>nd</sup> Addition, City of Sioux City, Woodbury County, Iowa  
(2224 W. Palmer 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 **10<sup>th</sup> Day of November, 2020 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 **10<sup>th</sup> Day of November, 2020**, 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 \$100.00** 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 27<sup>th</sup> Day of October, 2020.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 8b. To approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #894721151017, 111 ½ 23<sup>rd</sup> St., Sioux City, IA.

**RESOLUTION #13,074**  
**NOTICE OF PROPERTY SALE**

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

**North 6 feet South 110 feet of Lot Eight (8) Block Six (6), Call's Summit 2<sup>nd</sup> Addition, City of Sioux City, Woodbury County, Iowa**  
**Subject to restrictive covenants and easements of record and subject to a perpetual easement for alley purposes (111 ½ 23<sup>rd</sup> Street)**

**NOW THEREFORE,**

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

- 1. That a public hearing on the aforesaid proposal shall be held on the **10<sup>th</sup> Day of November, 2020 at 4:37 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 **10<sup>th</sup> Day of November, 2020**, immediately following the closing of the public hearing to **Julia Lesko and Olivia Lesko only per Code of Iowa 331.361(2)**.
- 3. That said Board proposes to sell the said real estate to **Julia Lesko and Olivia Lesko only for consideration of \$199.00 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 27<sup>th</sup> Day of October, 2020  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 8c. To approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #894711132008, 4425 Central St., Sioux City, IA.

**RESOLUTION #13,075**  
**NOTICE OF PROPERTY SALE**

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

**Lots 7, 8 and 9 in Block 25 of Leeds Addition to Sioux City, in the County of Woodbury and State of Iowa (4425 Central Street)**

**NOW THEREFORE,**

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

1. That a public hearing on the aforesaid proposal shall be held on the **10<sup>th</sup> Day of November, 2020 at 4:39 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 **10<sup>th</sup> Day of November, 2020**, immediately following the closing of the public hearing to **Amanda Wragge only per Code of Iowa 331.361(2)**.
3. That said Board proposes to sell the said real estate to **Amanda Wragge only for consideration of \$3,500.00 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 27<sup>th</sup> Day of October, 2020  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

9. To approve the appointment of Charles Hertz to fill the vacancy of Civil Service Commission created by the resignation of Rick Ellison. Copy filed.
10. To approve the underground utility permit for Cherokee Rural Water for new waterline in Union Township. Copy filed.

Carried 5-0.

11. Motion by Ung second by Pottebaum to approve the Law Enforcement Center schematic design drawings by Goldberg Group Architects. Carried 5-0. Copy filed.
12. Motion by Pottebaum second by Radig to receive the 2020 report of the weed commissioner. Carried 5-0. Copy filed.
- 13a. Motion by Radig second by Ung to award the bid for two box culverts to Peterson Contractors, Inc. for \$135,052.00. Carried 5-0. Copy filed.
- 13b. Motion by Ung second by De Witt to award the bid for two weirs to Peterson Contractors, Inc. for \$179,385.00. Carried 5-0. Copy filed.
- 13c. Bid letting was held for replacement of an aging box culvert under Old Highway 20/160<sup>th</sup> St. SE of Merville. The bids are as follows:

LA Carlson Contracting Inc., Hinton IA	\$92,653.95
Dixon Const., Correctionville, IA	\$93,227.62

Motion by Radig second by Ung to return the bids back to Secondary Roads for review and recommendation. Carried 5-0. Copy filed.

- 13e. Motion by Radig second by Ung to approve the contracts with Hallett Materials, Wall Lake, IA, for gravel for county stockpiles for FY2021. Carried 5-0. Copy filed.
- 13f. Motion by Radig second by Ung to approve the contracts with Hallett Materials, Wall Lake, IA, for hauling gravel to county stockpiles for FY2021. Carried 5-0. Copy filed.
14. The Board heard reports on committee meetings.
15. There were no citizen concerns.
16. Board concerns were heard.

The Board adjourned the regular meeting until November 3, 2020.

Meeting sign in sheet. Copy filed.

WOODBURY COUNTY, IOWA

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION THANKING AND COMMENDING

*James Bauerly*

FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, James Bauerly has capably served Woodbury County as an employee of the County Sheriff Department for 36 years from January 6, 1984 to December 27, 2020.

WHEREAS, the service given by James Bauerly 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 James Bauerly 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, James Bauerly.

BE IT SO RESOLVED this 3rd day of November 2020.

WOODBURY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Matthew A. Ung, Chairman

\_\_\_\_\_  
Keith W. Radig, Member

\_\_\_\_\_  
Marty Pottebaum, Member

\_\_\_\_\_  
Rocky L. De Witt, Member

\_\_\_\_\_  
Justin Wright, Member

Attest:

\_\_\_\_\_  
Patrick F. Gill, Woodbury County Auditor



WOODBURY COUNTY, IOWA

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION THANKING AND COMMENDING

*Loxi Arndt*

FOR HER SERVICE TO WOODBURY COUNTY

WHEREAS, Loxi Arndt has capably served Woodbury County as an employee of the County Sheriff Department for 34 years from April 6, 1987 to January 8, 2021.

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

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

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

BE IT SO RESOLVED this 3rd day of November 2020.

WOODBURY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Matthew A. Ung, Chairman

\_\_\_\_\_  
Keith W. Radig, Member

\_\_\_\_\_  
Marty Pottebaum, Member

\_\_\_\_\_  
Rocky L. De Witt, Member

\_\_\_\_\_  
Justin Wright, Member

Attest:

\_\_\_\_\_  
Patrick F. Gill, Woodbury County Auditor

WOODBURY COUNTY, IOWA

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION THANKING AND COMMENDING

*Roxanne Hamann*

FOR HER SERVICE TO WOODBURY COUNTY

WHEREAS, Roxanne Hamann has capably served Woodbury County as an employee of the County Treasurer’s Office for 25 years from December 13, 1995 to December 31, 2020.

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

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

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

BE IT SO RESOLVED this 3rd day of November 2020.

WOODBURY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Matthew A. Ung, Chairman

\_\_\_\_\_  
Keith W. Radig, Member

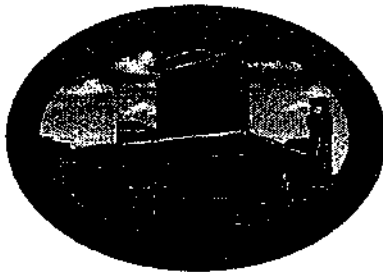
\_\_\_\_\_  
Marty Pottebaum, Member

\_\_\_\_\_  
Rocky L. De Witt, Member

\_\_\_\_\_  
Justin Wright, Member

Attest:

\_\_\_\_\_  
Patrick F. Gill, Woodbury County Auditor



**Michael R. Clayton**  
Treasurer of Woodbury County  
Property Tax  
822 Douglas Street Suite 102  
Sioux City, IA 51101  
712-279-6495

October 23, 2020

Dear Board of Supervisors,

The following parcels need to have the 2020/2021 payable taxes abated:

8747 21 100 001—owned by United States of America (drainage tax)	\$10.00
8847 23 100 002—owned by Woodbury County (Woodbury Township)	\$862.00
8847 23 100 004---owned by Woodbury County (Woodbury Township)	\$1894.00
8847 23 100 001---owned by Woodbury County (Woodbury Township)	\$732.00
8847 14 300 001---owned by Woodbury County (Woodbury Township)	\$2814.00

Thank you for your time and consideration.

A handwritten signature in cursive script that reads "Janet L. Trimpe".

Janet L. Trimpe  
Property Tax Deputy

**WOODBURY COUNTY, IOWA**

**RESOLUTION # \_\_\_\_\_**

**RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, the United States of America is the titleholder of real estate Parcel #874721100001 located in Woodbury County, Iowa and legally described as follows:

**Parcel # 874721100001**

**LIBERTY TOWNSHIP IRREG STRIP ON NW NE NW 21-87-47 AND IRREG STRIP ON NORTH NW NW 21-87- 47**

**WHEREAS**, the above-stated property has an unpaid balance of taxes owing, and the parcel is owned by a political subdivision of the state; and

**WHEREAS**, the political subdivision, namely the United States of America, 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 parcels according to Code of Iowa, 445.63, and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 3rd day of November, 2020.

ATTEST:

WOODBURYCOUNTYBOARD OF SUPERVISORS

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Patrick F. Gill  
Woodbury County Auditor  
And Recorder

---

Matthew Ung, Chairman

**WOODBURY COUNTY, IOWA**

**RESOLUTION # \_\_\_\_\_**

**RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, the Woodbury County, Iowa are the titleholders of real estate Parcels #884714300001, #884723100001, #884723100002 and #884723100004 located in Woodbury County, Iowa and legally described as follows:

Parcel #884714300001

Woodbury Township NW SW & SW SW 14-88-47

Parcel #884723100001

Woodbury Township NW NW 23-88-47

Parcel #884723100002

Woodbury Township SW NW 23-88-47

Parcel #884723100004

Woodbury Township SW of RD E ½ NW 23-88-47

**WHEREAS**, the above-stated property has an unpaid balance of taxes owing, and the parcel is owned by a political subdivision of the state; and

**WHEREAS**, the political subdivision, namely the Woodbury County, Iowa, 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 any future taxes that may be levied against this parcel; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcels according to Code of Iowa, 445.63, and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 3rd day of November, 2020.

ATTEST:

WOODBURYCOUNTYBOARD OF SUPERVISORS

\_\_\_\_\_  
Patrick F. Gill  
Woodbury County Auditor  
And Recorder

\_\_\_\_\_  
Matthew Ung, Chairman

**Include this STUB with September 2020 payment.**

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101

2019 CT  
 Parcel#: 874721100001  
 Receipt# 037239  
 Dist: 0043  
 Tax ID: 2729171

(712) 279-6495

**TAX DUE: Full Year or September 2020**

**\$10.00**      **\$10.00**

Delq Oct 1, 2020



UNITED STATES OF AMERICA  
 REAL ESTATE DIV-OMAHA DIST  
 106 S 15TH ST  
 OMAHA, NE 68102-1618

**Include this STUB with March 2021 payment.**

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101

2019 CT  
 Parcel#: 874721100001  
 Receipt# 037239  
 Dist: 0043  
 Tax ID: 2729171

(712) 279-6495

**TAX DUE: March 2021**

**\$0.00**

Delq April 1, 2021



UNITED STATES OF AMERICA  
 REAL ESTATE DIV-OMAHA DIST  
 106 S 15TH ST  
 OMAHA, NE 68102-1618

**Woodbury County Tax Bill for September, 2020 and March, 2021.**

Send the correct stubs along with your check for payment. If your taxes are paid by your Bank in Escrow, this is for your information only. Based on January 1, 2019 valuations. Taxes for July 1, 2019 through June 30, 2020. Payable September 2020 and March 2021.

**Keep this document in a safe location.**

**PARCEL** Deed: UNITED STATES OF AMERICA Mail: UNITED STATES OF AMERICA Class: C  
 Dist/Parcel LIBERTY WESTWOOD COMM 874721100001 Type: 2019 CT Receipt# 037239  
 Location: Legal: IRREG STRIP ON NWNE NW 21-87-47 & IRREG STRIP ON N NWNW STATE ASSESSED - 47  
 Acres: 0.000 Tax ID: 2729171

**VALUATIONS AND TAXES**

	2019 (This Year)		2018 (Last Year)	
	Assessed	Taxable	Assessed	Taxable
Land:	0	0	0	0
Buildings:	0	0	0	0
Dwellings:	0	0	0	0
<b>Total Values:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Less Military Credit:		0		0
<b>Net Taxable Values:</b>		<b>0</b>		<b>0</b>
Value Times Levy Rate of:		22.3188400		22.5532900
EQUALS GROSS TAX OF:		\$0.00		\$0.00
Less Credits of:		\$0.00		\$0.00
Bus Prop Tax Credit Fund:		\$0.00		\$0.00
Homestead:		\$0.00		\$0.00
Low Income/Elderly Credit:		\$0.00		\$0.00
Ag land Credit:		\$0.00		\$0.00
Family Farm Credit:		\$0.00		\$0.00
Payments:		\$0.00		\$0.00
<b>Net Annual Taxes:</b>		<b>\$0.00</b>		<b>\$0.00</b>
		Tax Dollars for Emergency Management County: \$123,123.00		

**NOTICE(S) TO OWNER(S)**

Drainage Due

**OWNERS**

DEED: UNITED STATES OF AMERICA

CONTRACT:

Taxing Authority:	Distribution of your current year taxes:				Total property taxes levied by taxing authority:		
	% of Total	2019 (This Year)	2018 (Last Year)		This Year	Last Year	Percent +/-
LIBERTY TWP	0.00	0.00	0.00		97,590.00	81,552.00	19.79
T.B. ERAD	0.00	0.00	0.00		12,822.00	12,396.00	3.44
WEST IA TECH	0.00	0.00	0.00		8,281,616.00	7,924,723.00	4.50
COUNTY AG EXTENSION	0.00	0.00	0.00		535,278.00	517,605.00	3.41
WESTWOOD COMM	0.00	0.00	0.00		3,229,449.00	3,119,216.00	3.53
COUNTY ASSESSOR	0.00	0.00	0.00		683,481.00	676,237.00	1.07
COUNTY RURAL	0.00	0.00	0.00		34,066,132.00	31,896,478.00	6.80
<b>TOTALS:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>46,906,468.00</b>	<b>44,228,207.00</b>	

District	Project	Assessment	Rate	1st Half	2nd Half	Total	Receipt Number
51042	Orton Slough 2020	231.600000	0.000100	\$10.00	\$0.00	\$10.00	007894

You may pay online at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

Your Tax Receipt Number is: 037239

Woodbury County Treasurer Michael R Clayton 822 Douglas St. Suite 102 Sioux City, IA 51101 (712) 279-6495	Due in September 2020: \$10.00	Due in March 2021: \$0.00
	Date Paid: _____	Date Paid: _____
	Check # _____	Check # _____

Retain this lower portion for your records. Enter the date paid and your check number for your information. Keep in a safe place.

**Include this STUB with September 2020 payment.**

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101

2019 CT  
 Parcel#: 884723100002  
 Receipt# 047275  
 Dist: 0039  
 Tax ID: 2784974

(712) 279-6495

**TAX DUE:** Full Year or September 2020  
\$862.00      \$431.00  
 Delq Oct 1, 2020



WOODBURY COUNTY  
 620 DOUGLAS ST  
 SIOUX CITY, IA 51101

**Include this STUB with March 2021 payment.**

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101

2019 CT  
 Parcel#: 884723100002  
 Receipt# 047275  
 Dist: 0039  
 Tax ID: 2784974

(712) 279-6495

**TAX DUE:** March 2021  
\$431.00  
 Delq April 1, 2021



WOODBURY COUNTY  
 620 DOUGLAS ST  
 SIOUX CITY, IA 51101



**Woodbury County Tax Bill for September, 2020 and March, 2021.**

Send the correct stubs along with your check for payment. If your taxes are paid by your Bank in Escrow, this is for your information only. Based on January 1, 2019 valuations. Taxes for July 1, 2019 through June 30, 2020. Payable September 2020 and March 2021.

*Keep this document in a safe location.*

**PARCEL** Deed: WOODBURY COUNTY Mail: WOODBURY COUNTY Class: A  
 Dist/Parcel WOODBURY SGT BLUFF LUTON COMM 884723100002 Type: 2019 CT Receipt# 047275  
 Location: Legal: SWNW 23-88-47 Tax ID: 2784974

**VALUATIONS AND TAXES** Acres: 39.490 Tax ID: 2784974

	2019 (This Year)		2018 (Last Year)	
	Assessed	Taxable	Assessed	Taxable
Land:	48,420	39,454	70,450	39,545
Buildings:	0	0	0	0
Dwellings:	0	0	0	0
<b>Total Values:</b>	<b>48,420</b>	<b>39,454</b>	<b>70,450</b>	<b>39,545</b>
Less Military Credit:		0		0
<b>Net Taxable Values:</b>		<b>39,454</b>		<b>39,545</b>
Value Times Levy Rate of:		22.5279200		21.9576900
EQUALS GROSS TAX OF:		\$888.82		\$868.32
Less Credits of:				
Bus Prop Tax Credit Fund:		\$0.00		\$0.00
Homestead:		\$0.00		\$0.00
Low Income/Elderly Credit:		\$0.00		\$0.00
Ag land Credit:		\$26.25		\$28.63
Family Farm Credit:		\$0.00		\$0.00
Payments:		\$0.00		
<b>Net Annual Taxes:</b>		<b>\$862.00</b>		<b>\$840.00</b>
		Tax Dollars for Emergency Management County: \$123,123.00		

**NOTICE(S) TO OWNER(S)**

**OWNERS**

DEED: WOODBURY COUNTY

CONTRACT:

Taxing Authority:	Distribution of your current year taxes:			Total property taxes levied by taxing authority:		
	% of Total	2019 (This Year)	2018 (Last Year)	This Year	Last Year	Percent +/-
SGT BLUFF LUTON	47.04	405.45	378.42	6,401,758.00	5,797,967.00	10.41
COUNTY RURAL	42.78	368.77	372.13	34,066,132.00	31,896,478.00	6.80
WEST IA TECH	3.93	33.86	34.52	8,281,816.00	7,924,723.00	4.50
WOODBURY TWP	3.57	30.80	31.03	74,122.00	73,955.00	0.23
COUNTY ASSESSOR	2.13	18.35	18.92	683,481.00	676,237.00	1.07
COUNTY AG EXTENSION	0.54	4.67	4.87	535,278.00	517,605.00	3.41
T.B. ERAD	0.01	0.10	0.11	12,822.00	12,396.00	3.44
<b>TOTALS:</b>	<b>100.00</b>	<b>862.00</b>	<b>840.00</b>	<b>50,055,209.00</b>	<b>46,899,361.00</b>	

You may pay online at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

Your Tax Receipt Number is: 047275

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101  
 (712) 279-6495

Due in September 2020: \$431.00      Due in March 2021: \$431.00  
 Date Paid: \_\_\_\_\_ Date Paid: \_\_\_\_\_  
 Check # \_\_\_\_\_ Check # \_\_\_\_\_

Retain this lower portion for your records. Enter the date paid and your check number for your information. Keep in a safe place.

**Include this STUB with September 2020 payment.**

Woodbury County Treasurer

2019 CT

Michael R Clayton  
822 Douglas St. Suite 102  
Sioux City, IA 51101

Parcel#: 884723100004  
Receipt# 051474  
Dist: 0039

Tax ID: 2784974

(712) 279-6495

**Include this STUB with March 2021 payment.**

Woodbury County Treasurer

2019 CT

Michael R Clayton  
822 Douglas St. Suite 102  
Sioux City, IA 51101

Parcel#: 884723100004  
Receipt# 051474  
Dist: 0039

Tax ID: 2784974

(712) 279-6495

**TAX DUE: Full Year or September 2020**

**\$1,894.00**      **\$947.00**

Delq Oct 1, 2020



WOODBURY COUNTY  
620 DOUGLAS ST  
SIOUX CITY, IA 51101

**TAX DUE: March 2021**

**\$947.00**

Delq April 1, 2021



WOODBURY COUNTY  
620 DOUGLAS ST  
SIOUX CITY, IA 51101



**Woodbury County Tax Bill for September, 2020 and March, 2021.**

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*Keep this document in a safe location.*

**PARCEL** Deed: WOODBURY COUNTY Mail: WOODBURY COUNTY

Class: A

Dist/Parcel WOODBURY SGT BLUFF LUTON COMM 884723100004

Type: 2019 CT Receipt# 051474

Location:

Legal: SW OF RD E1/2 NW 23-88-47

Acres: 70.420

Tax ID: 2784974

**VALUATIONS AND TAXES**

**NOTICE(S) TO OWNER(S)**

	2019 (This Year)		2018 (Last Year)	
	Assessed	Taxable	Assessed	Taxable
Land:	106,270	86,592	154,680	86,826
Buildings:	0	0	0	0
Dwellings:	0	0	0	0
<b>Total Values:</b>	<b>106,270</b>	<b>86,592</b>	<b>154,680</b>	<b>86,826</b>
Less Military Credit:		0		0
<b>Net Taxable Values:</b>		<b>86,592</b>		<b>86,826</b>

**OWNERS**

DEED: WOODBURY COUNTY

CONTRACT:

Value Times Levy Rate of:	22.5279200	21.9576900
<b>EQUALS GROSS TAX OF:</b>	<b>\$1,950.74</b>	<b>\$1,906.50</b>
Less Credits of:		
Bus Prop Tax Credit Fund:	\$0.00	\$0.00
Homestead:	\$0.00	\$0.00
Low Income/Elderly Credit:	\$0.00	\$0.00
Ag land Credit:	\$67.63	\$62.85
Family Farm Credit:	\$0.00	\$0.00
Payments:	\$0.00	

**Net Annual Taxes: \$1,894.00      \$1,844.00**  
Tax Dollars for Emergency Management County: \$123,123.00

Taxing Authority:	Distribution of your current year taxes:			Total property taxes levied by taxing authority:		
	% of Total	2019 (This Year)	2018 (Last Year)	This Year	Last Year	Percent +/-
SGT BLUFF LUTON	47.04	890.86	830.71	6,401,758.00	5,797,967.00	10.41
COUNTY RURAL	42.78	810.26	816.92	34,066,132.00	31,896,478.00	6.80
WEST IA TECH	3.93	74.38	75.78	8,281,616.00	7,924,723.00	4.50
WOODBURY TWP	3.57	67.69	68.13	74,122.00	73,955.00	0.23
COUNTY ASSESSOR	2.13	40.32	41.53	683,481.00	676,237.00	1.07
COUNTY AG EXTENSION	0.54	10.26	10.69	535,278.00	517,805.00	3.41
T.B. ERAD	0.01	0.23	0.24	12,822.00	12,396.00	3.44
<b>TOTALS:</b>	<b>100.00</b>	<b>1,894.00</b>	<b>1,844.00</b>	<b>50,055,209.00</b>	<b>46,899,381.00</b>	

You may pay online at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

Your Tax Receipt Number is: 051474

Woodbury County Treasurer  
Michael R Clayton  
822 Douglas St. Suite 102  
Sioux City, IA 51101

Due in September 2020: \$947.00

Due in March 2021: \$947.00

Date Paid: \_\_\_\_\_

Date Paid: \_\_\_\_\_

Check # \_\_\_\_\_

Check # \_\_\_\_\_

(712) 279-6495

Retain this lower portion for your records. Enter the date paid and your check number for your information. Keep in a safe place.



**Include this STUB with September 2020 payment.**

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101

2019 CT  
 Parcel#: 884723100001  
 Receipt# 037942  
 Dist: 0039  
 Tax ID: 2784974

(712) 279-6495

**TAX DUE: Full Year or September 2020**

**\$732.00**      **\$366.00**

Delq Oct 1, 2020



WOODBURY COUNTY  
 620 DOUGLAS ST  
 SIOUX CITY, IA 51101

**Include this STUB with March 2021 payment.**

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101

2019 CT  
 Parcel#: 884723100001  
 Receipt# 037942  
 Dist: 0039  
 Tax ID: 2784974

(712) 279-6495

**TAX DUE: March 2021**

**\$366.00**

Delq April 1, 2021



WOODBURY COUNTY  
 620 DOUGLAS ST  
 SIOUX CITY, IA 51101



**Woodbury County Tax Bill for September, 2020 and March, 2021.**

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*Keep this document in a safe location.*

**PARCEL** Deed: WOODBURY COUNTY Mail: WOODBURY COUNTY Class: A

Dist/Parcel WOODBURY SGT BLUFF LUTON COMM 884723100001 Type: 2019 CT Receipt# 037942

Location: 1600 COUNTY HOME RD Legal: NWNW 23-88-47

Acres: 23.990

Tax ID: 2784974

**VALUATIONS AND TAXES**

	2019 (This Year)		2018 (Last Year)	
	Assessed	Taxable	Assessed	Taxable
Land:	41,980	34,207	101,070	56,733
Buildings:	0	0	0	0
Dwellings:	0	0	0	0
<b>Total Values:</b>	<b>41,980</b>	<b>34,207</b>	<b>101,070</b>	<b>56,733</b>
Less Military Credit:		0		0
<b>Net Taxable Values:</b>		<b>34,207</b>		<b>56,733</b>
Value Times Levy Rate of:		22.5279200		21.9576900
EQUALS GROSS TAX OF:		\$770.61		\$1,245.73
Less Credits of:				
Bus Prop Tax Credit Fund:		\$0.00		\$0.00
Homestead:		\$0.00		\$0.00
Low Income/Elderly Credit:		\$0.00		\$0.00
Ag land Credit:		\$37.66		\$41.07
Family Farm Credit:		\$0.00		\$0.00
Payments:		\$0.00		\$0.00
<b>Net Annual Taxes:</b>		<b>\$732.00</b>		<b>\$1,204.00</b>
		Tax Dollars for Emergency Management County: \$123,123.00		

**NOTICE(S) TO OWNER(S)**

Value Exemptions Applied

**OWNERS**

DEED: WOODBURY COUNTY

CONTRACT:

Taxing Authority:	Distribution of your current year taxes:			Total property taxes levied by taxing authority:		
	% of Total	2019 (This Year)	2018 (Last Year)	This Year	Last Year	Percent +/-
SGT BLUFF LUTON	47.04	344.31	542.39	6,401,758.00	5,797,967.00	10.41
COUNTY RURAL	42.78	313.15	533.41	34,066,132.00	31,896,478.00	6.80
WEST IA TECH	3.93	28.75	49.46	8,281,616.00	7,924,723.00	4.50
WOODBURY TWP	3.57	26.16	44.49	74,122.00	73,955.00	0.23
COUNTY ASSESSOR	2.13	15.58	27.12	683,481.00	676,237.00	1.07
COUNTY AG EXTENSION	0.54	3.96	6.98	535,278.00	517,605.00	3.41
T.B. ERAD	0.01	0.09	0.15	12,822.00	12,396.00	3.44
<b>TOTALS:</b>	<b>100.00</b>	<b>732.00</b>	<b>1,204.00</b>	<b>50,055,209.00</b>	<b>46,899,361.00</b>	

You may pay online at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

Your Tax Receipt Number is: **037942**

Woodbury County Treasurer Michael R Clayton 822 Douglas St. Suite 102 Sioux City, IA 51101 (712) 279-6495	Due in September 2020: \$366.00	Due in March 2021: \$366.00
	Date Paid: _____	Date Paid: _____
	Check # _____	Check # _____

Retain this lower portion for your records. Enter the date paid and your check number for your information. Keep in a safe place.

**Include this STUB with September 2020 payment.**

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101  
 (712) 279-6495

2019 CT  
 Parcel#: 884714300001  
 Receipt# 046852  
 Dist: 0039  
 Tax ID: 2784116

**TAX DUE:** Full Year or September 2020

**\$2,814.00**      **\$1,407.00**

Delq Oct 1, 2020



WOODBURY COUNTY  
 620 DOUGLAS ST  
 SIOUX CITY, IA 51101

**Include this STUB with March 2021 payment.**

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101  
 (712) 279-6495

2019 CT  
 Parcel#: 884714300001  
 Receipt# 046852  
 Dist: 0039  
 Tax ID: 2784116

**TAX DUE:** March 2021

**\$1,407.00**

Delq April 1, 2021



WOODBURY COUNTY  
 620 DOUGLAS ST  
 SIOUX CITY, IA 51101



**Woodbury County Tax Bill for September, 2020 and March, 2021.**

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*Keep this document in a safe location.*

**PARCEL** Deed: WOODBURY COUNTY Mail: WOODBURY COUNTY Class: A

Dist/Parcel WOODBURY SGT BLUFF LUTON COMM 884714300001 Type: 2019 CT Receipt# 046852

Location: Legal: NWSW & SWSW 14-88-47

Acres: 74.500

Tax ID: 2784116

**VALUATIONS AND TAXES**

	2019 (This Year)		2018 (Last Year)	
	Assessed	Taxable	Assessed	Taxable
Land:	157,920	128,678	229,820	129,003
Buildings:	0	0	0	0
Dwellings:	0	0	0	0
<b>Total Values:</b>	<b>157,920</b>	<b>128,678</b>	<b>229,820</b>	<b>129,003</b>
Less Military Credit:		0		0
<b>Net Taxable Values:</b>		<b>128,678</b>		<b>129,003</b>
Value Times Levy Rate of:		22.5279200		21.9576900
EQUALS GROSS TAX OF:		\$2,898.85		\$2,832.61
Less Credits of:				
Bus Prop Tax Credit Fund:		\$0.00		\$0.00
Homestead:		\$0.00		\$0.00
Low Income/Elderly Credit:		\$0.00		\$0.00
Ag land Credit:		\$85.83		\$93.38
Family Farm Credit:		\$0.00		\$0.00
Payments:		\$0.00		\$0.00
<b>Net Annual Taxes:</b>		<b>\$2,814.00</b>		<b>\$2,740.00</b>
		Tax Dollars for Emergency Management County: \$123,123.00		

**NOTICE(S) TO OWNER(S)**

**OWNERS**

DEED: WOODBURY COUNTY

CONTRACT:

Taxing Authority:	Distribution of your current year taxes:			Total property taxes levied by		taxing authority: Percent +/-
	% of Total	2019 (This Year)	2018 (Last Year)	This Year	Last Year	
SGT BLUFF LUTON	47.04	1,323.60	1,234.37	6,401,758.00	5,797,967.00	10.41
COUNTY RURAL	42.78	1,203.85	1,213.85	34,068,132.00	31,896,478.00	6.80
WEST IA TECH	3.93	110.51	112.59	8,281,616.00	7,924,723.00	4.50
WOODBURY TWP	3.57	100.56	101.24	74,122.00	73,955.00	0.23
COUNTY ASSESSOR	2.13	59.90	61.72	683,481.00	676,237.00	1.07
COUNTY AG EXTENSION	0.54	15.24	15.88	535,278.00	517,605.00	3.41
T.B. ERAD	0.01	0.34	0.35	12,822.00	12,396.00	3.44
<b>TOTALS:</b>	<b>100.00</b>	<b>2,814.00</b>	<b>2,740.00</b>	<b>50,055,209.00</b>	<b>46,899,361.00</b>	

You may pay online at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

Your Tax Receipt Number is: **046852**

Woodbury County Treasurer Michael R Clayton 822 Douglas St. Suite 102 Sioux City, IA 51101 (712) 279-6495	Due in September 2020: \$1,407.00	Due in March 2021: \$1,407.00
	Date Paid: _____	Date Paid: _____
	Check # _____	Check # _____

Retain this lower portion for your records. Enter the date paid and your check number for your information. Keep in a safe place.



**Michael R. Clayton**  
Treasurer of Woodbury County  
Property Tax  
822 Douglas Street Suite 102  
Sioux City, IA 51101  
712-279-6495

October 26, 2020

Dear Board of Supervisors,

The following parcels need to have the 2020/2021 payable taxes abated:

8843 01 100 009—owned by Woodbury County (Kedron Township)	\$318.00
8843 01 100 010—owned by Woodbury County (Kedron Township)	\$1280.00
8843 01 100 012—owned by Woodbury County (Kedron Township)	\$532.00

Thank you for your time and consideration.

Janet L. Trimpe  
Property Tax Deputy

**WOODBURY COUNTY, IOWA**

**RESOLUTION # \_\_\_\_\_**

**RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Woodbury County, Iowa is the titleholder of real estate Parcels #884301100009, #884301100010 and #884301100012 located in the City of Sioux City, Iowa and legally described as follows:

**Parcel # 884301100009**

**KEDRON TOWNSHIP BRIESE FIRST ADDITION LOT 3**

**Parcel #884301100010**

**KEDRON TOWNSHIP BRIESE FIRST ADDITION LOT 4**

**Parcel # 884301100012**

**KEDRON TOWNSHIP AN IRREG TCT BEING PART OF GOVT LOT 10 IN 1-88-43 DESCRIBED AS COM AT SW COR OF GOVT LOT 10 THNC E 365' TO POB: THNC NE 1100.95' THNC NE 458.76' THNC E 78.95' THNC S 1309.02' THNC W 940.12' TO POB**

**WHEREAS**, the above-stated property has taxes owing for the 2020/2021, tax year and the parcel is owned by Woodbury County, Iowa and

**WHEREAS**, the organization, namely Woodbury County, Iowa 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 2020/2021 tax year and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 3rd day of November 2020.

ATTEST:

WOODBURYCOUNTYBOARD OF SUPERVISORS

\_\_\_\_\_  
Patrick F. Gill  
Woodbury County Auditor/Recorder

\_\_\_\_\_  
Matthew Ung, Chairman

**Include this STUB with September 2020 payment.**

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101

2019 CT  
 Parcel#: 884301100009  
 Receipt# 061629  
 Dist: 0015  
 Tax ID: 2783511

(712) 279-6495

**TAX DUE: Full Year or September 2020**

**\$318.00**      **\$159.00**

Delq Oct 1, 2020



WOODBURY COUNTY  
 620 DOUGLAS ST  
 SIOUX CITY, IA 51101

**Include this STUB with March 2021 payment.**

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101

2019 CT  
 Parcel#: 884301100009  
 Receipt# 061629  
 Dist: 0015  
 Tax ID: 2783511

(712) 279-6495

**TAX DUE: March 2021**

**\$159.00**

Delq April 1, 2021



WOODBURY COUNTY  
 620 DOUGLAS ST  
 SIOUX CITY, IA 51101

**Woodbury County Tax Bill for September, 2020 and March, 2021.**

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*Keep this document in a safe location.*

**PARCEL** Deed: WOODBURY COUNTY Mail: WOODBURY COUNTY Class: A

Dist/Parcel KEDRON RIVER VALLEY CO MM 884301100009 Type: 2019 CT Receipt# 061629

Location: Legal: KEDRON TOWNSHIP BRIESE FIRST ADDN LOT 3

Acres: 8.430

Tax ID: 2783511

**VALUATIONS AND TAXES**

**NOTICE(S) TO OWNER(S)**

	2019 (This Year)		2018 (Last Year)	
	Assessed	Taxable	Assessed	Taxable
Land:	17,020	13,868	0	0
Buildings:	0	0	0	0
Dwellings:	0	0	0	0
<b>Total Values:</b>	<b>17,020</b>	<b>13,868</b>	<b>0</b>	<b>0</b>
Less Military Credit:		0		0
<b>Net Taxable Values:</b>		<b>13,868</b>		<b>0</b>

**OWNERS**

DEED: WOODBURY COUNTY

CONTRACT:

Value Times Levy Rate of:	24.0435100	0.0000000
EQUALS GROSS TAX OF:	\$333.44	\$0.00
Less Credits of:		
Bus Prop Tax Credit Fund:	\$0.00	\$0.00
Homestead:	\$0.00	\$0.00
Low Income/Elderly Credit:	\$0.00	\$0.00
Ag land Credit:	\$14.92	\$0.00
Family Farm Credit:	\$0.00	\$0.00
Payments:	\$0.00	
<b>Net Annual Taxes:</b>	<b>\$318.00</b>	<b>\$0.00</b>
Tax Dollars for Emergency Management County: \$123,123.00		

Taxing Authority:	Distribution of your current year taxes:			Total property taxes levied by taxing authority:		
	% of Total	2019 (This Year)	2018 (Last Year)	This Year	Last Year	Percent +/-
RIVER VALLEY CO	50.09	159.25	0.00	2,753,441.00	2,732,474.00	0.77
COUNTY RURAL	40.08	127.47	0.00	34,066,132.00	31,896,478.00	6.80
WEST IA TECH	3.68	11.70	0.00	8,281,616.00	7,924,723.00	4.50
KEDRON TWP	3.64	11.59	0.00	28,042.00	26,016.00	0.10
COUNTY ASSESSOR	1.99	6.34	0.00	683,481.00	676,237.00	1.07
COUNTY AG EXTENSION	0.51	1.61	0.00	535,278.00	517,605.00	3.41
T.B. ERAD	0.01	0.04	0.00	12,822.00	12,396.00	3.44
<b>TOTALS:</b>	<b>100.00</b>	<b>318.00</b>	<b>0.00</b>	<b>46,358,812.00</b>	<b>43,785,929.00</b>	

You may pay online at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

Your Tax Receipt Number is: **061629**

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101

Due in September 2020: \$159.00      Due in March 2021: \$159.00

Date Paid: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Check # \_\_\_\_\_ Check # \_\_\_\_\_

(712) 279-6495

**Retain this lower portion for your records. Enter the date paid and your check number for your information. Keep in a safe place.**

**Include this STUB with September 2020 payment.**

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101

2019 CT  
 Parcel#: 884301100010  
 Receipt# 061630  
 Dist: 0015  
 Tax ID: 2783511

(712) 279-6495

**TAX DUE: Full Year or September 2020**

**\$1,280.00**      **\$640.00**

Delq Oct 1, 2020



WOODBURY COUNTY  
 620 DOUGLAS ST  
 SIOUX CITY, IA 51101

**Include this STUB with March 2021 payment.**

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101

2019 CT  
 Parcel#: 884301100010  
 Receipt# 061630  
 Dist: 0015  
 Tax ID: 2783511

(712) 279-6495

**TAX DUE: March 2021**

**\$640.00**

Delq April 1, 2021



WOODBURY COUNTY  
 620 DOUGLAS ST  
 SIOUX CITY, IA 51101

**Woodbury County Tax Bill for September, 2020 and March, 2021.**

Send the correct stubs along with your check for payment. If your taxes are paid by your Bank in Escrow, this is for your information only. Based on January 1, 2019 valuations. Taxes for July 1, 2019 through June 30, 2020. Payable September 2020 and March 2021.

*Keep this document in a safe location.*

**PARCEL** Deed: WOODBURY COUNTY Mail: WOODBURY COUNTY Class: A

Dist/Parcel KEDRON RIVER VALLEY CO MM 884301100010 Type: 2019 CT Receipt# 061630

Location: Legal: KEDRON TOWNSHIP BRIESE FIRST ADDN LOT 4

Acres: 38.500

Tax ID: 2783511

**VALUATIONS AND TAXES**

**NOTICE(S) TO OWNER(S)**

	2019 (This Year)		2018 (Last Year)	
	Assessed	Taxable	Assessed	Taxable
Land:	68,420	55,751	0	0
Buildings:	0	0	0	0
Dwellings:	0	0	0	0
<b>Total Values:</b>	<b>68,420</b>	<b>55,751</b>	<b>0</b>	<b>0</b>
Less Military Credit:		0		0
<b>Net Taxable Values:</b>		<b>55,751</b>		<b>0</b>
Value Times Levy Rate of:	24.0435100		0.0000000	
<b>EQUALS GROSS TAX OF:</b>	<b>\$1,340.45</b>		<b>\$0.00</b>	
Less Credits of:				
Bus Prop Tax Credit Fund:		\$0.00		\$0.00
Homestead:		\$0.00		\$0.00
Low Income/Elderly Credit:		\$0.00		\$0.00
Ag land Credit:		\$59.96		\$0.00
Family Farm Credit:		\$0.00		\$0.00
Payments:		\$0.00		
<b>Net Annual Taxes:</b>		<b>\$1,280.00</b>		<b>\$0.00</b>
		Tax Dollars for Emergency Management County: \$123,123.00		

**OWNERS**

DEED: WOODBURY COUNTY

CONTRACT:

Taxing Authority:	Distribution of your current year taxes:			Total property taxes levied by		taxing authority: Percent +/-
	% of Total	2019 (This Year)	2018 (Last Year)	This Year	Last Year	
RIVER VALLEY CO	50.09	641.01	0.00	2,753,441.00	2,732,474.00	0.77
COUNTY RURAL	40.08	513.08	0.00	34,066,132.00	31,896,478.00	6.80
WEST IA TECH	3.68	47.10	0.00	8,281,816.00	7,924,723.00	4.50
KEDRON TWP	3.64	46.65	0.00	26,042.00	26,016.00	0.10
COUNTY ASSESSOR	1.99	25.53	0.00	683,481.00	676,237.00	1.07
COUNTY AG EXTENSION	0.51	6.49	0.00	535,278.00	517,605.00	3.41
T.B. ERAD	0.01	0.14	0.00	12,822.00	12,396.00	3.44
<b>TOTALS:</b>	<b>100.00</b>	<b>1,280.00</b>	<b>0.00</b>	<b>46,368,812.00</b>	<b>43,785,929.00</b>	

You may pay online at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

Your Tax Receipt Number is: **061630**

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101

Due in September 2020: \$640.00      Due in March 2021: \$640.00  
 Date Paid: \_\_\_\_\_      Date Paid: \_\_\_\_\_  
 Check # \_\_\_\_\_      Check # \_\_\_\_\_

(712) 279-6495

Retain this lower portion for your records. Enter the date paid and your check number for your information. Keep in a safe place.

**Include this STUB with September 2020 payment.**

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101

2019 CT  
 Parcel#: 884301100012  
 Receipt# 056681  
 Dist: 0015  
 Tax ID: 123475429

(712) 279-6495

**TAX DUE: Full Year or September 2020**

**\$532.00**      **\$266.00**

Delq Oct 1, 2020



WOODBURY COUNTY  
 620 DOUGLAS ST  
 SIOUX CITY, IA 51101

**Include this STUB with March 2021 payment.**

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101

2019 CT  
 Parcel#: 884301100012  
 Receipt# 056681  
 Dist: 0015  
 Tax ID: 123475429

(712) 279-6495

**TAX DUE: March 2021**

**\$266.00**

Delq April 1, 2021



WOODBURY COUNTY  
 620 DOUGLAS ST  
 SIOUX CITY, IA 51101



**Woodbury County Tax Bill for September, 2020 and March, 2021.**

Send the correct stubs along with your check for payment. If your taxes are paid by your Bank in Escrow, this is for your information only. Based on January 1, 2019 valuations. Taxes for July 1, 2019 through June 30, 2020. Payable September 2020 and March 2021.

*Keep this document in a safe location.*

**PARCEL** Deed: WOODBURY COUNTY Mail: WOODBURY COUNTY Class: A  
 Dist/Parcel KEDRON RIVER VALLEY CO MM 884301100012 Type: 2019 CT Receipt# 056681  
 Location: Legal: KEDRON TOWNSHIP AN IRREG TCT BEING PART OF GOVT LOT 10 IN 1-88-43 DESCRIBED A  
 Acres: 14.270 Tax ID: 123475429

**VALUATIONS AND TAXES**

	2019 (This Year)		2018 (Last Year)	
	Assessed	Taxable	Assessed	Taxable
Land:	28,390	23,133	0	0
Buildings:	0	0	0	0
Dwellings:	0	0	0	0
<b>Total Values:</b>	<b>28,390</b>	<b>23,133</b>	<b>0</b>	<b>0</b>
Less Military Credit:		0		0
<b>Net Taxable Values:</b>		<b>23,133</b>		<b>0</b>
Value Times Levy Rate of:	24.0435100		0.0000000	
EQUALS GROSS TAX OF:	\$556.20		\$0.00	
Less Credits of:				
Bus Prop Tax Credit Fund:	\$0.00		\$0.00	
Homestead:	\$0.00		\$0.00	
Low Income/Elderly Credit:	\$0.00		\$0.00	
Ag land Credit:	\$24.88		\$0.00	
Family Farm Credit:	\$0.00		\$0.00	
Payments:	\$0.00			
<b>Net Annual Taxes:</b>	<b>\$532.00</b>		<b>\$0.00</b>	
	Tax Dollars for Emergency Management County: \$123,123.00			

**NOTICE(S) TO OWNER(S)**

**OWNERS**

DEED: WOODBURY COUNTY

CONTRACT:

Taxing Authority:	Distribution of your current year taxes:			Total property taxes levied by taxing authority:		
	% of Total	2019 (This Year)	2018 (Last Year)	This Year	Last Year	Percent +/-
RIVER VALLEY CO	50.08	268.41	0.00	2,753,441.00	2,732,474.00	0.77
COUNTY RURAL	40.09	213.26	0.00	34,066,132.00	31,896,478.00	6.80
WEST IA TECH	3.68	19.57	0.00	8,281,616.00	7,924,723.00	4.50
KEDRON TWP	3.64	19.39	0.00	26,042.00	26,016.00	0.10
COUNTY ASSESSOR	1.99	10.61	0.00	683,481.00	676,237.00	1.07
COUNTY AG EXTENSION	0.51	2.70	0.00	535,278.00	517,605.00	3.41
T.B. ERAD	0.01	0.06	0.00	12,822.00	12,396.00	3.44
<b>TOTALS:</b>	<b>100.00</b>	<b>532.00</b>	<b>0.00</b>	<b>46,358,812.00</b>	<b>43,785,829.00</b>	

You may pay online at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

Your Tax Receipt Number is: **056681**

Woodbury County Treasurer  
 Michael R Clayton  
 822 Douglas St. Suite 102  
 Sioux City, IA 51101

Due in September 2020:	\$266.00	Due in March 2021:	\$266.00
Date Paid:	_____	Date Paid:	_____
Check #	_____	Check #	_____

(712) 279-6495

Retain this lower portion for your records. Enter the date paid and your check number for your information. Keep in a safe place.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: November 3, 2020

\* 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
Groves, Kyler	Secondary Roads	11-04-20	Motor Grader Operator	\$24.31/hour		A	Job Vacancy Posted 8-26-20. Entry Level Salary: \$24.31/hour.
Hines-Gaal, Haley	Juvenile Detention	11-06-20	P/T Youth Worker			S	Resignation.
Nelson, Katie	County Sheriff	11-16-20	Custodian	\$15.55/hour		A	Job Vacancy Posted 9-30-20. Entry Level Salary: \$15.55/hour.
Bauerly, James	County Sheriff	12-27-20	Deputy Sergeant			S	Retirement.
Hamann, Roxanne	County Treasurer	12-31-20	Clerk II			S	Retirement.

APPROVED BY BOARD DATE: \_\_\_\_\_

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas HR Director



Woodbury County Sheriff  
Interoffice Memo

The logo of the Woodbury County Sheriff's Office is a seven-pointed star. The center of the star features a circular seal with a scale of justice and a sword. The words "WOODBURY COUNTY SHERIFF" are written around the perimeter of the seal.

## Letter of Resignation

October 15, 2020

Woodbury County Board of Supervisors,  
Human Resource Department,

I am excited to inform you that I'm retiring as of December 27, 2020. I am going to start vacation on October 21, 2020 but will not return to work before that December date unless called back in for an emergency.

The purpose of this letter is to inform you that upon retirement I would like to exercise the option of our C.W.A. Deputy Sheriff's Local 7177 contract Sick Leave chapter, article 10, paragraph A. section 6, which allows for a one-year paid insurance option. I will visit the H.R. department in November to change my health insurance coverage to just include me; as my wife who is currently insured through me will explore another option. I would also like to remain on the Delta Dental plan

I am very proud to have served for thirty-six years in an office that I grew up admiring and always wanting to be a part of. I am grateful for the honors and awards that have been given to me during those years; but more grateful to have worked in a career as honorable as law-enforcement with many truly great men and women. Please do everything in your power to keep them safe by allocating the resources they need to do the job safely and effectively.

Respectfully,

James M. Bauerly

cc: Chief Wingert  
Capt. Garrett  
Major Wieck  
Lt. Hertz  
Lt. Armstrong

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

Date: 10/28/2020 Weekly Agenda Date: 11/03/2020

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Melissa Thomas HR Director

**WORDING FOR AGENDA ITEM:**

Approve the service agreement with CJ Cooper to perform annual and preemployment CDL queries.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The FMSCSA has implemented mandatory drug and alcohol queries for all employees with CDL's.

**BACKGROUND:**

The inquiries are made through an on-line data base system which will give us up to date information regarding CDL drug and alcohol violations. CJ Cooper currently administers Woodbury County's random drug screening program and their services have been excellent.

**FINANCIAL IMPACT:**

\$200 annual fee and \$10 per inquiry, approximately 60 employees

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

Yes  No

**RECOMMENDATION:**

Approve the motion.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the service agreement with CJ Cooper regarding clearinghouse queries.

Service Agreement for  
FMCSA Drug and Alcohol Clearinghouse Services

Woodbury County authorizes CJ Cooper & Associates to perform the actions required of the FMCSA Drug and Alcohol Clearinghouse, 49 CFR § 382.107. Woodbury County, at the time of Clearinghouse registration, will grant consent to C.J. Cooper & Associates (C/TPA). It is the responsibility of Woodbury County to making sure all new and currently employed CDL Drivers have signed a consent form (written or electronic) prior to CJ Cooper & Associates conducting a limited query per 382.703(a). It is the responsibility of Woodbury County to purchase query plan bundles within the Clearinghouse to ensure CJ Cooper & Associates can conduct limited and full queries. CJ Cooper & Associates will notify employer when a full query is required when the limited query returns results that records were found in the Clearinghouse.

The annual fee will be:

21 -50 Employees	\$200.00*
------------------	-----------

\*There will be an additional \$10/per query conducted

Please go to [clearinghouse.fmcsa.dot.gov](http://clearinghouse.fmcsa.dot.gov) to review the Query fee schedule and purchase needed bundles. CJ Cooper & Associates cannot purchase queries on behalf of employers.

Woodbury County

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CJ Cooper & Associates & Associates

Tracy F Petrak

10/01/2020

Signature

Date

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

Date: 10/29/20 Weekly Agenda Date: 11/3/20

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** David Gleiser, CED Director

**WORDING FOR AGENDA ITEM:**

Approval of Final Plat for the Petersen Addition, a Minor Subdivision

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The Supervisors will receive the Planning and Zoning Commission's recommendation and final report on said plat and shall approve, approve with conditions, or disapprove the plat. The Board may table the matter with the consent of the subdivider. Approval shall be in the form of a resolution to be certified as part of the final plat.

**BACKGROUND:**

K B Peterson, LLC has submitted a minor subdivision application to split their parcel into 3 lots (Lot 1 – 2.55 acres; Lot 2 – 2.18 acres; Lot 3 – 33.40 acres) to establish the Petersen Addition, which will facilitate the sale of the home on Lot 1, and assist the ongoing management of the property by its sibling trust. The property is identified as Parcel #894513300005 and located in T89N R45W (Banner Township) in the SE ¼ of the SW ¼ of Section 13. The address is 1293 Garner Avenue, Merville, IA 51039. The property is in the Agricultural Preservation (AP) Zoning District and is not located in the floodplain. The proposed lots and uses are compliant with the zoning ordinance. All required legal notifications were made and all relevant agency stakeholders and property owners were notified of this request and related public hearings. Extra-territorial review was not required. As of 10/29/20, no objections for this request have been received. On 10/26/20, the Zoning Commission voted 3-0 to recommend approval of the final plat as proposed with the condition that if a property owner in the future desired to establish a single-family dwelling on Lot 2 or 3 with no agricultural use, that lot would then need to be rezoned to an appropriate zoning designation (Section 3.01.1).

**FINANCIAL IMPACT:**

None

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

Yes  No

**RECOMMENDATION:**

Receive the final staff report and Zoning Commission's recommendation from their 10/26/20 meeting.  
Approve the plat and authorize the Chairman to sign the resolution.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to receive the final staff report and Zoning Commission's recommendation from their 10/26/20 meeting.  
Motion to approve the Petersen Addition final plat and authorize the Chairman to sign the resolution.



WOODBURY COUNTY  
COMMUNITY & ECONOMIC DEVELOPMENT

620 DOUGLAS STREET – SIOUX CITY, IA 51101

David Gleiser - Director - dgleiser@woodburycountyiowa.gov  
Dan Priestley - Zoning Coordinator - dpriestley@woodburycountyiowa.gov  
Dawn Norton - Sr. Clerk - dnorton@woodburycountyiowa.gov  
Telephone (712) 279-6609 Fax (712) 279-6530

# PETERSEN ADDITION

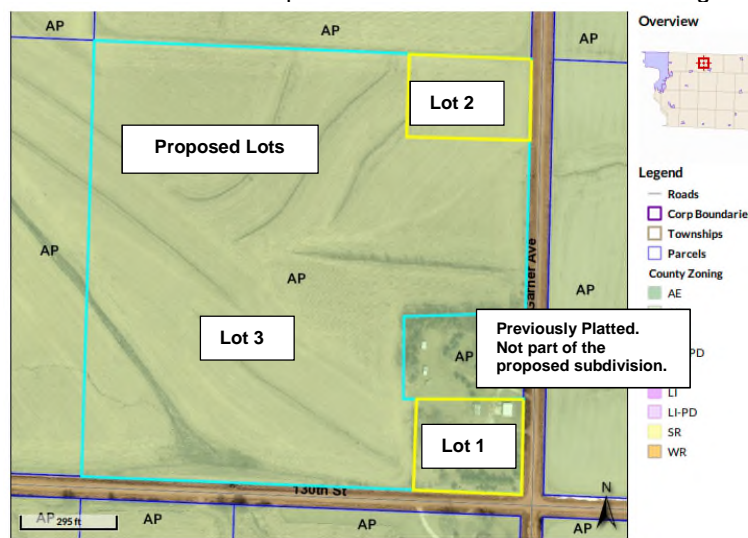
## MINOR SUBDIVISION PROPOSAL

Parcel #894513300005

### Final Report

K B Peterson, LLC has submitted a minor subdivision application to split their parcel into 3 lots (Lot 1 – 2.55 total acres; Lot 2 – 2.18 total acres; Lot 3 – 33.40 total acres) to establish the Petersen Addition, which will facilitate the sale of the home on Lot 1, and assist the ongoing management of the property by its sibling trust. The property is identified as Parcel #894513300005 and located in T89N R45W (Banner Township) in the SE ¼ of the SW ¼ of Section 13. The address is 1293 Garner Avenue, Merville, IA 51039. The property is in the Agricultural Preservation (AP) Zoning District and is not located in the floodplain. The proposed lots and uses are compliant with the zoning ordinance. If the property were sold/transferred to an owner with no ag-use, the existing structures would be construed as legal nonconforming. If Lots 2 or 3 were sold/transferred to an owner for the purpose of building a single-family dwelling with no ag-use, that property owner would be required to submit a zoning ordinance map amendment application to rezone from Agricultural Preservation (AP) to an appropriate classification as per Section 3.01.1 of the zoning ordinance. All required legal notifications were made and all relevant agency stakeholders and property owners were notified of this request and related public hearings. As of 10/29/20, no objections for this request have been received. Due to its location, extra-territorial review was not required. The memo from the County Engineer was received after the printing/delivery of the Commissioner meeting packets, but it did verify closure of the plat as required by Iowa Code 355.8, and meets the access requirements for agricultural purposes. On 10/26/20, the Zoning Commission voted 3-0 to recommend approval of the final plat as proposed with the condition that if a property owner in the future desired to establish a single-family dwelling on Lot 2 or 3 with no agricultural use, that lot would then need to be rezoned to an appropriate zoning designation. After review from the County Attorney's office, staff recommends the Board of Supervisors make 2 motions:

- 1.) motion to receive the final staff report and Zoning Commission's recommendation from their 10/26/20 meeting; and
- 2.) motion to approve the Petersen Addition final plat and authorize the Chairman to sign the resolution.



Parcel ID	894513300005	Alternate ID	871292	Owner Address	K B PETERSEN, LLC
Sec/Twp/Rng	13-89-45	Class	AD		PO BOX 90
Property Address	1293 GARNER AVE	Acreage	35.97		MOVILLE IA 51039
	MOVILLE				
District	0050				
Brief Tax Description	SESW(EX A TCT COMM SE COR THEC N317' TO POB THEC W391' N240' FT, E 391 FT, & S 254 FT) 13-89-45				

(Note: Not to be used on legal documents)



## LEGAL NOTIFICATION

Published in the Sioux City Journal's Legals Section on October 14, 2020.

**NOTICE REGARDING PUBLIC HEARING**  
**WOODBURY COUNTY ZONING COMMISSION**  
 The Zoning Commission will hold a public hearing on Monday, October 26, 2020 during their meeting which begins at 6:00 PM, in accordance with Iowa Code Section 21.8, the Woodbury County Zoning Commission will hold an electronic meeting and public hearing for the items hereinafter described in detail, as it is necessary to protect the public from the possible spread of the novel coronavirus, and conducting an in-person meeting at such time is impossible or impractical. Public access to the conversation of the meeting will be made available during the meeting by telephone. Persons wanting to participate in the public hearing may call: (712) 454-1133 and enter the Conference ID: 665 281 70# during the meeting to listen or comment.

**Item One (1)**  
**PROPOSED MINOR SUBDIVISION:** To be known as Petersen Addition - a minor subdivision in a 38.13 total acre portion of the SE ¼ of the SW ¼ of Section 13, T89N R45W (Banner Township), on Parcel #894513300005, Woodbury County, Iowa. The parent parcel is located about 2.1 miles northwest of Merville and 4 miles northeast of Lawton. The property is located in the Agricultural Preservation (AP) Zoning District and is not located in the floodplain. Applicant: KB Petersen, LLC, Property Address: 1283 Garner Ave., Merville, IA 51039.  
 Published in the Sioux City Journal October 14, 2020. LGU#33341

## PROPERTY OWNER(S) NOTIFICATION – 1000'



The 7 property owners within 1,000'; and listed within the certified abstractor's affidavit; were notified by an October 8, 2020 letter about the public hearing.

As of October 29, 2020, the Community and Development office has not received written comment from any property owner owning property within 1,000'. The names of the property owners are listed below.


If any comments are received after the printing of this packet, they will be provided at the meeting.

Property Owner(s)	Location	Mailing Address	Comments
K B Petersen, LLC	T89N R45W Sec. 13 SE ¼ SW 14 ex part & SW ¼ SW ¼ & NW ¼ SW ¼	PO Box 90, Merville, IA 51039	No comments.
Kenneth Keith Petersen Jr. & Lynette Petersen	T89N R45W Sec. 13 2 Ac tct in SE ¼ SW ¼	511 Eagle Lane, Underwood, IA 51576-5042	No comments.
Horizon Natural Resources, Inc. c/o Dale Rich	T89N R45W Sec. 13 NE ¼ SW ¼ ex part	2131 W. 73rd St., Tulsa, OK 74132- 2221	No comments.
Corey Behrens & Lindsey Behrens	T89N R45W Sec. 13 Part NE ¼ SW ¼	1261 Garner Ave., Merville, IA 51039- 8016	No comments.
Joseph L. Petersen & Deborah Petersen	T89N R45W Sec. 13 W ½ SE ex part T89N R45W Sec. 24 NE ¼ NW ¼ ex part & all of NW ¼ NW ¼	836 Meadow Dr., Merville, IA 51039- 7543	No comments.
Dorothy A. Barto Revocable Family Trust	T89N R45W Sec. 24 NW ¼ NE ¼	33143 S. Gypsum Ave., Sioux City IA 51108	No comments.
Donald W. Lee & Carla J. Lee	T89N R45W Sec. 24 Part NE ¼ NW ¼	2536 130th St. Merville, IA 51039	No comments.

## STAKEHOLDER COMMENTS

<b>911 COMMUNICATIONS CENTER:</b>	I have no issues with this application. – Glenn Sedivy, 10/5/20.
<b>CENTURYLINK:</b>	No comments.
<b>FIBERCOMM:</b>	No comments.
<b>IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR):</b>	No comments.
<b>LONGLINES:</b>	No comments.
<b>MAGELLAN PIPELINE:</b>	No comments.
<b>MIDAMERICAN ENERGY COMPANY (Electrical Division):</b>	I have reviewed the Peterson Addition for MEC electric there are not conflicts. – Casey Meinen, 10/5/20.
<b>MIDAMERICAN ENERGY COMPANY (Gas Division):</b>	No conflict for MEC "gas". – Tyler Ahlquist, 10/5/20.



<b>NATURAL RESOURCES CONSERVATION SERVICES (NRCS):</b>	No comments.
<b>NORTHERN NATURAL GAS:</b>	<p>Northern Natural Gas Company does have a pipeline and easement that goes through Lot 3. I do not see any impact or issues with this. Below is a snapshot of the approximately location of the pipeline in this section. – Tom Hudson, 10/5/20.</p> 
<b>NORTHWEST IOWA POWER COOPERATIVE (NIPCO):</b>	Have reviewed this request, NIPCO has not objections. There are no NIPCO facilities at or adjacent to location. – Jayme Huber, 10/6/20.
<b>NUSTAR PIPELINE:</b>	No comments.
<b>SIUXLAND DISTRICT HEALTH DEPARTMENT:</b>	I have no concerns. I have been on-site with the owner and observed the lot changes. – Ivy Bremer, 10/7/20.
<b>WIATEL:</b>	No comments.
<b>WOODBURY COUNTY ASSESSOR:</b>	No comments.
<b>WOODBURY COUNTY CONSERVATION:</b>	No comments.
<b>WOODBURY COUNTY EMERGENCY SERVICES:</b>	No comments thanks. – Gary Brown, 10/6/20.
<b>WOODBURY COUNTY EMERGENCY MANAGEMENT:</b>	I have no comments or concerns. – Rebecca Socknat, 10/5/20.
<b>WOODBURY COUNTY ENGINEER:</b>	<b>SEE REVIEW MEMO BELOW</b>
<b>WOODBURY COUNTY RECORDER:</b>	No comments thank you. – Diane Swoboda Peterson, 10/5/20.
<b>WOODBURY COUNTY RURAL ELECTRIC COOPERATIVE (REC):</b>	No comments.
<b>WOODBURY COUNTY SOIL AND WATER CONSERVATION DISTRICT:</b>	The WCSWCD has not comments regarding this proposed sub-division. – Neil Stockfleth, 10/6/20.
<b>WOODBURY COUNTY TREASURER:</b>	No, taxes are not paid on this parcel. – Janet Trimpe, 10/5/20.





## Woodbury County Secondary Roads Department

759 E. Frontage Road • Merville, Iowa 51039

Telephone (712) 279-6484 • (712) 873-3215 • Fax (712) 873-3235

COUNTY ENGINEER

Mark J. Nahra, P.E.

mnahra@sioux-city.org

ASSISTANT TO THE COUNTY ENGINEER

Benjamin T. Kusler, E.I.T.

bkusler@sioux-city.org

SECRETARY

Tish Brice

tbrice@sioux-city.org

To: Dan Priestley, Woodbury County Zoning Coordinator  
David Gleiser, Woodbury County Community and Economic Development Director

From: Mark J. Nahra, County Engineer

Date: October 22, 2020

Subject: Petersen Addition – a minor subdivision application

The Secondary Road Department has reviewed the information provided for the above referenced subdivision application forwarded with your memo dated October 2, 2020.

I am offering the following comments for your consideration.

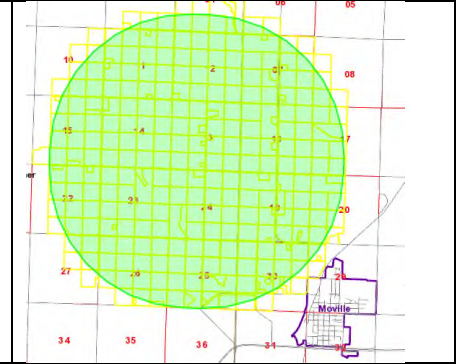
- We checked the closure on the plat and found it in compliance with the requirements for the full subdivision of 1 in 10,000 and 1 in 5,000 for each lot as required by Section 355.8 of the Code of Iowa.
- I reviewed the parcel for access. The existing driveway for the parcel is on the line between lots 2 and 3. If lot 2 becomes residential and needs a driveway, a new drive may be located not closer than 180' south of the north line of the lot. Due to a hill north of the property, sight distance is very limited for access to Lot 2. As long as both lots are used for agricultural purposes, the single driveway exceeds minimum sight distance requirements and may continue to be used. The access driveway to lot 1 can also continue to be used.
- I have no other concerns or issues with this minor subdivision application.

If there are any more questions or issues that arise later, please contact this office.

Cc: File

## EXTRATERRITORIAL REVIEW

This property is further than two (2) miles from any incorporated area and does not require extraterritorial review under Iowa Code, Section 359.9.



## ZONING COMMISSION MINUTES & RECOMMENDATION

### Minutes - Woodbury County Zoning Commission Meeting – October 26, 2020

The Zoning Commission (ZC) meeting convened on the 26th of October 2020 at 6:00 PM via teleconference due to the social distancing recommendations as a result of the COVID-19 virus.

ZC Members Present (Telephone): Chris Zellmer Zant, Tom Bride, Barb Parker  
County Staff Present: David Gleiser, Dan Priestley  
Public Present (Telephone): Scott Gernhart

#### Call to Order

Chair Zellmer Zant formally called the meeting to order at 6:00 PM.

#### Public Comment on Matters Not on the Agenda

No public comment for non-agenda items.

#### Approval of Minutes

Motion by Commissioner Bride to approve the 9/28/20 minutes; seconded by Commissioner Parker. Motion passed 3-0.

#### Minor Subdivision Public Hearing – Petersen Addition

Zoning Coordinator, Dan Priestley delivered the staff report for the Petersen Addition minor subdivision proposal. K B Peterson, LLC has submitted a minor subdivision application to split their parcel into three lots (Lot 1 – 2.55 total acres; Lot 2 – 2.18 total acres; Lot 3 – 33.40 total acres) to establish the Petersen Addition, which will facilitate the sale of the home on Lot 1, and assist the ongoing management of the property by its sibling trust. The property is identified as Parcel #894513300005 and located in T89N R45W (Banner Township) in the SE ¼ of the SW ¼ of Section 13. The address is 1293 Garner Avenue, Mowille, IA 51039. The property is in the Agricultural Preservation (AP) Zoning District and is not located in the floodplain. The proposed lots and uses are compliant with the zoning ordinance. Priestley noted if the property were sold/transferred to an owner with no ag-use, the existing structures would be construed as legal nonconforming, and if Lots 2 or 3 were sold/transferred to an owner for the purpose of building a single-family dwelling with no ag-use, that property owner would be required to submit a zoning ordinance map amendment application to rezone from Agricultural Preservation (AP) to an appropriate classification as per Section 3.01.1 of the zoning ordinance. The memo from County Engineer, Mark Nahra verified closure of the plat as required by Iowa Code 355.8, and meets the access requirements for agricultural purposes. Staff recommends approval for this minor subdivision.

Commissioner Bride affirmed that if any parcel currently used for farming purposes were sold to a non-farming property owner, the existing structures would be legal non-conforming per the zoning ordinance. He also reiterated Priestley's comments about Section 3.01.1 of the zoning ordinance, whereby not more than two residences shall be allowed on any quarter-quarter section (nominally 40 acre) tract; and if a property owner wishes to subdivide to create more than two parcels on a quarter-quarter section, concurrently with the platting process the zoning designation should be changed from the AP Zoning District to an appropriate classification. Zellmer-Zant asked why the property owners are subdividing the property. Surveyor, Scott Gernhart, stated that the owners of the trust are 3 siblings who were required to subdivide because they are trying to sell the house on Lot 1 and need to split it from the farmland. Because there was an existing split in the quarter-quarter section already, they were forced to create a minor subdivision. One of the siblings requested Lot 2 be created as he may buy it from the trust sometime in the future. Zellmer Zant inquired about the ingress/egress shared driveway and asked Priestley to read Mark Nahra's memo into the record (see attached). After an accidental disconnection, Commissioner Bride reconnected and acknowledged Chair Zellmer Zant's comments about sharing the easement and the County Engineer's memo regarding the closure and access for the proposed final plat.

A motion was made by Commissioner Parker to accept the County Engineer's memo regarding the closure and access for the plat as part of the meeting record, and recommend approval of the plat with the condition that if a property owner in the future desired to establish a single-family dwelling on Lot 2 or 3 with no ag-use, that lot would then need to be rezoned to an appropriate zoning designation (Section 3.01.1); seconded by Parker. Motion passed 3-0.

#### Public Comment on Matters Not on the Agenda

No public comment for non-agenda items.

#### Commissioner Comment or Inquiry

In preparation of the upcoming county comp plan work, Chair Zellmer Zant asked to review the future land use maps of cities in the county. Director Gleiser stated he would provide the commission with online access to the cities' entire comprehensive plans, and he said once an agreement for services is signed, the planning consultants will likely form a steering committee and may include a

member(s) of the Commission. Gleiser informed the group that the county has received two applications for the Zoning Commission and one for the Board of Adjustment. The application deadline is December 15. Gleiser also stated that FEMA has provided digital copies of the preliminary draft maps and the Commission will receive them prior to the community coordination meeting and statutory 90-day comment period.

### Adjourn

Motion by Commissioner Parker to adjourn; second by Commissioner Bride. Motion passed 3-0. Meeting adjourned at 6:30 PM.

### ATTACHMENT

## Woodbury County Secondary Roads Department

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



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

ASSISTANT TO THE COUNTY ENGINEER  
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bkusler@sioux-city.org

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- I have no other concerns or issues with this minor subdivision application.

If there are any more questions or issues that arise later, please contact this office.

Cc: File

### RESOLUTION & CERTIFICATE OF WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY

I, Christine Zellmer-Zant do hereby certify that I am the Chairman of the Woodbury County Zoning Commission of Woodbury County, Iowa and do further certify that said commission has heretofore taken under advisement the Final Plat of Petersen Addition, to Woodbury County, Iowa and that said Woodbury County Zoning Commission of Woodbury County, Iowa, did on the 20 Day of October, 2020 approve the same and does further recommend to the Woodbury County Board of Supervisors, Woodbury County, Iowa, the acceptance and approval of said plat.

Dated this 27 Day of Oct, 2020.

Handwritten signature of Christine Zellmer-Zant in black ink.

Chairman

Woodbury County Zoning Commission of Woodbury County, Iowa

# PARCEL REPORT

## Summary

Parcel ID 894513300005  
 Alternate ID 871292  
 Property Address 1293 GARNER AVE  
 MOVILLE IA 51039  
 Sec/Twp/Rng 13-89-45  
 Brief Tax Description SESW1/4 TCT COMM SE COR THEC N317' TO POB THEC W391' N240' FT, E 391 FT, & S 254 FT) 13-89-45  
 (Note: Not to be used on legal documents)  
[763-1158 \(2/19/2019\)](#)  
 Deed Book/Page 763-1158 (2/19/2019)  
 Gross Acres 35.97  
 Net Acres 35.97  
 Adjusted CSR Pts 1950  
 Class A - Agriculture: AD - Ag Dwelling  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
 District 0050 BANNER/WD-C  
 School District WOODBURY CENTRAL  
 Neighborhood N/A  
 Main Area Square Feet N/A



## Owner

Deed Holder  
[K B Petersen, LLC](#)  
 PO Box 90  
 Moville IA 51039

Contract Holder

Mailing Address

## Land

Lot Area 35.97 Acres; 1,566,853 SF

## Residential Dwellings

Residential Dwelling  
 Occupancy Single-Family / Owner Occupied  
 Style 2 Story Frame  
 Architectural Style N/A  
 Year Built 1935  
 Condition Normal  
 Roof Asph / Gable  
 Flooring  
 Foundation TILE  
 Exterior Material Vinyl  
 Interior Material Pls  
 Brick or Stone Veneer  
 Total Gross Living Area 1,636 SF  
 Attic Type None;  
 Number of Rooms 7 above; 0 below  
 Number of Bedrooms 4 above; 0 below  
 Basement Area Type Full  
 Basement Area 720  
 Basement Finished Area  
 Plumbing 1 Base Plumbing (Full);  
 Appliances  
 Central Air Yes  
 Heat Yes  
 Fireplaces  
 Porches 15 Frame Enclosed (70 SF); 15 Frame Enclosed (117 SF);  
 Decks  
 Additions 1 Story Frame (196 SF);  
 Garages 444 SF - Det Frame (Built 1900);  
 Main Area Square Feet 720

## Photos



## Sketches



## Agricultural Buildings

Plot #	Type	Description	Width	Length	Year Built	Building Count
0	Steel Utility Building	MACHINE SHED	27	36	1994	1
	Shed		0	0	2010	1

## Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
2/15/2019	PETERSEN JEFFREY ARNOLD ETAL	K B PETERSEN, LLC	763-1158	Other with explanation	Deed		\$0.00
10/30/2018	PETERSEN BETHENE C TRUST	PETERSEN JEFFREY ARNOLD ETAL	761-7801	Other with explanation	Deed		\$0.00

## Valuation

Classification	2020	2019	2018	2017
	Ag Dwelling / Agriculture	Ag Dwelling / Agriculture	Ag Dwelling / Agriculture	Ag Dwelling / Agriculture
+ Assessed Land Value	\$46,660	\$46,660	\$67,920	\$67,920
+ Assessed Building Value	\$1,670	\$1,670	\$2,240	\$2,240
+ Assessed Dwelling Value	\$68,830	\$68,830	\$62,570	\$62,570
= Gross Assessed Value	\$117,160	\$117,160	\$132,730	\$132,730
- Exempt Value	\$0	\$0	\$0	\$0
= Net Assessed Value	\$117,160	\$117,160	\$132,730	\$132,730

## Sioux City Special Assessments and Fees

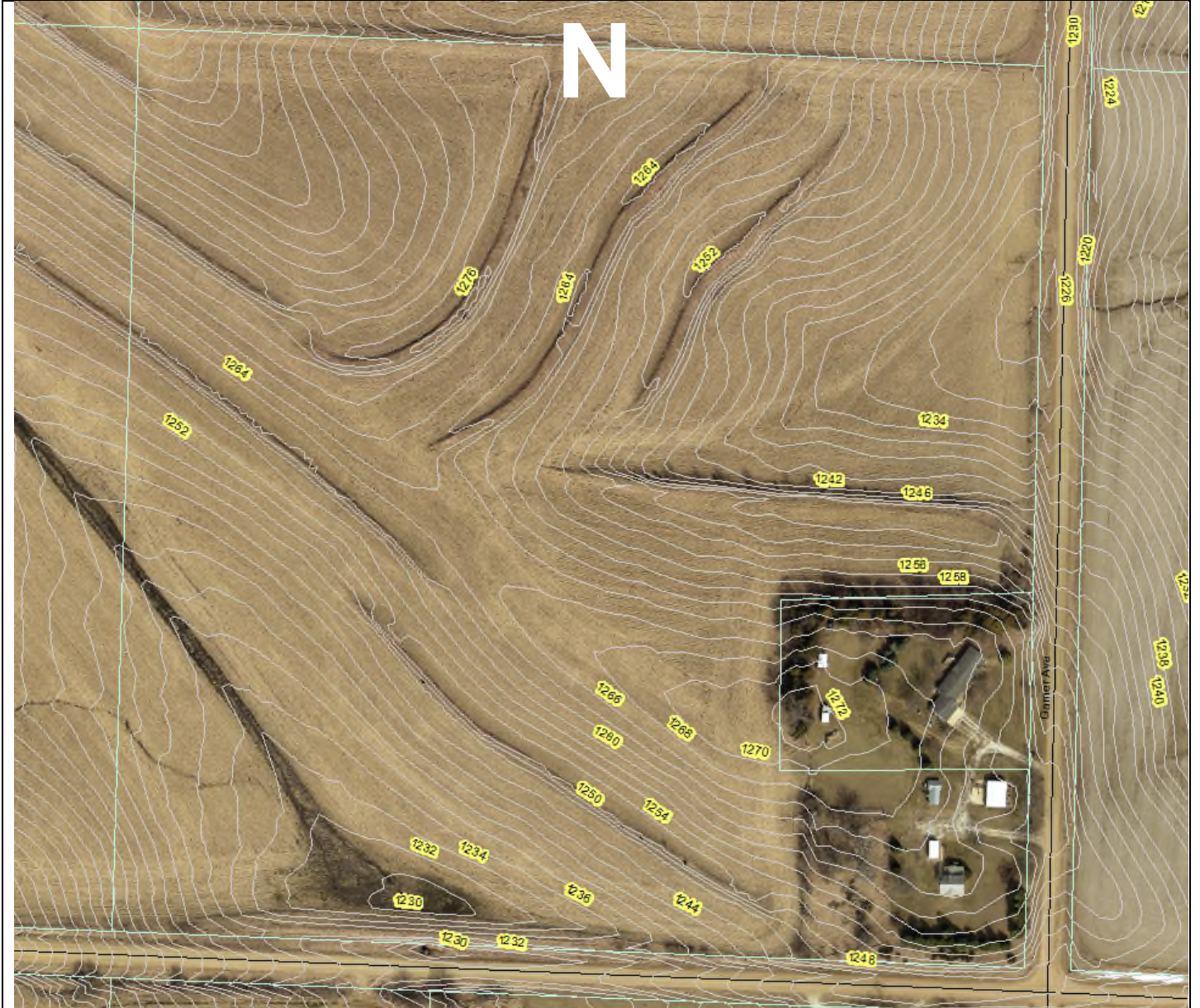
[Click here to view special assessment information for this parcel.](#)

## Woodbury County Tax Credit Applications

[Apply for Homestead, Military or Business Property Tax Credits](#)



TOPOGRAPHY

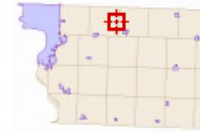




# SOIL REPORT



## Overview



## Legend

- Roads
- Soils**
- 0.000000 - 5.000000
- 5.000001 - 20.000000
- 20.000001 - 30.000000
- 30.000001 - 40.000000
- 40.000001 - 50.000000
- 50.000001 - 60.000000
- 60.000001 - 70.000000
- 70.000001 - 80.000000
- 80.000001 - 90.000000
- 90.000001 - 100.000000
- Corp Boundaries
- Townships
- Parcels

## Summary

Parcel ID 894513300005  
 Gross Acres 35.97  
 ROW Acres 0.00  
 Gross Taxable Acres 35.97  
 Exempt Acres 0.00  
 Net Taxable Acres 35.97 (Gross Taxable Acres - Exempt Land)  
 Average Unadjusted CSR2 55.27 (1988.06 CSR2 Points / 35.97 Gross Taxable Acres)

Agland Active Config 2017 CSR2

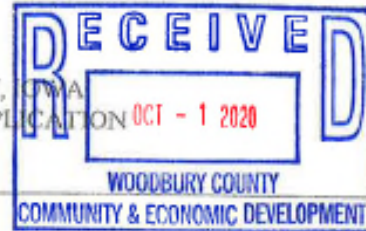
## Sub Parcel Summary

Description	Acres	CSR2	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	33.93	55.21	1,873.38	1,873.38
Non-Crop	2.04	56.22	114.68	76.62
<b>Total</b>	<b>35.97</b>		<b>1,988.06</b>	<b>1,950.00</b>

## Soil Summary

Description	SMS	Soil Name	CSR2	Adjusted Acres	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	8B	JUDSON SILTY CLAY LOAM, 2 TO 5 PERCENT SLOPES	92.00	0.84	77.28	77.28
100% Value	8C	JUDSON SILTY CLAY LOAM, 5 TO 9 PERCENT SLOPES	86.00	4.41	379.26	379.26
100% Value	100D2	MONONA SILTY CLAY LOAM, 9 TO 14 PERCENT SLOPES, MODERATELY E	60.00	8.52	511.20	511.20
100% Value	1C3	IDA SILT LOAM, 5 TO 9 PERCENT SLOPES, SEVERELY ERODED	58.00	10.02	581.16	581.16
100% Value	1D3	IDA SILT LOAM, 9 TO 14 PERCENT SLOPES, SEVERELY ERODED	32.00	10.14	324.48	324.48
Non-Crop	1C3	IDA SILT LOAM, 5 TO 9 PERCENT SLOPES, SEVERELY ERODED	58.00	1.90	110.20	72.24
Non-Crop	1D3	IDA SILT LOAM, 9 TO 14 PERCENT SLOPES, SEVERELY ERODED	32.00	0.14	4.48	4.38
<b>Total</b>				<b>35.97</b>	<b>1,988.06</b>	<b>1,950.00</b>

WOODBURY COUNTY, IOWA  
MINOR SUBDIVISION APPLICATION



Applicant: K B Petersen, LLC Name of Owner

Mailing Address: P.O. Box 90 Moville IA 51039  
 Street City or Town State and Zip + 4

Property Address: 1293 Garner Ave. Moville IA 51039  
 Street City or Town State and Zip + 4

Ph/Cell #: 402-917-5604 E-mail Address: keith@rueterco.com

To subdivide land located in the SW Quarter of Section 13-89N-45W

Civil Township Banner GIS Parcel # 894513300005

Name of Subdivision: Petersen Subdivision

Subdivision Area in Acres 38.13 Number of Lots 3

Attachments:

1. Ten (10) copies of grading plans; if required.
2. Twenty six (26) copies of final plats (Complete per Section 4.01 of the Subdivision Ordinance).
3. An attorney's opinion of the abstract.
4. A Certified abstractor's certificate to include:
  - a. Legal description of proposed subdivision.
  - b. Plat showing clearly the boundaries of the subdivision.
  - c. A list of names, mailing addresses (including the ZIP + 4), and legal descriptions of all property owners within 1000'.

*Banner  
SESW*

Surveyor: Scott Gernhart Ph/Cell: 712-870-9789

Attorney: Jay Phipps Ph/Cell: 712-873-3210

I hereby grant permission to the Woodbury County Zoning Staff and elected or appointed officials to conduct on-site inspections.

Owner's Signature:

Zoning Director:   
*Coordinator*

For Office Use Only:

Zoning District AP Flood District X Date \_\_\_\_\_ No. #6610

Application Fee 4 Lots or less (\$200) 200.00 OK #4124  
 5 Lots or more (\$250 plus \$5 per lot) \_\_\_\_\_

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

Date: 10/29/2020

Weekly Agenda Date: 11/03/2020

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Kenny Schmitz/ Dennis Butler

**WORDING FOR AGENDA ITEM:**

28th Street Development Engineering Services Contract

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Toth and Associates Inc. have provided an engineering contract for development / paving for 28th Street construction. Services and contract provisions were reviewed by the Woodbury County Secondary Roads Director, Building Services Director, Goldberg Group Architects (LEC Design Architect), and Baker Group (LEC Authority Project Owners Representative). Costs and expenses were reviewed by the Woodbury County Finance Director, and Woodbury County Building Services Director.

Factors determining the final recommendation included total over-all costs, synergies incorporated by utilizing the same firm on the LEC Project and the 28th St Project, and positives/ negatives of local vs non-local business. Toth and Associates Inc. of Springfield Missouri is recommended for the Woodbury County 28th Street improvement project. The decision weighed heavily on total cost and other synergies which are expected to result from utilizing the same firm on both projects.

**BACKGROUND:**

The County/ City 28E agreement for the development services for 28th Street Woodbury County offsite Jail improvements requires Woodbury County to select and hire an Engineering firm to provide survey, design, bidding, engineering, and construction services.



**FINANCIAL IMPACT:**

\$348,000.00 Plus Reimbursable Expenses

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

Yes  No

**RECOMMENDATION:**

Approve agreement with Toth and Associates Inc.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve Toth and Associates Inc. Agreement Between Owner and Engineer for Professional Services for development of 28th Street.

# AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT between Woodbury County, Iowa (“Owner”) and Toth and Associates, Inc. (“Engineer”).  
Project Name: Woodbury County Jail – Offsite Improvements (“Project”)

---

Owner and Engineer further agree as follows:

## ARTICLE 1 – SERVICES OF ENGINEER

### 1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

## ARTICLE 2 – OWNER’S RESPONSIBILITIES

### 2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer’s services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer’s services, (b) the Work, (c) the performance of any Constructor, or (d) Owner’s performance of its responsibilities under this Agreement.

## ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

### 3.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

### 3.02 Time for Completion

A. The Parties agree that time is of the essence in performance of this contract. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. In no event shall the Engineer be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Engineer shall use reasonable efforts which are consistent with accepted practices in the engineering industry to resume performance as soon as practicable under the circumstances.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably by mutual agreement of the parties.

D. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

E. ~~Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.~~

F. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 Invoices

*Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### 4.02 Payments

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer’s services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 Opinions of Probable Construction Cost

A. Engineer’s opinions (if any) of probable Construction Cost are to be made on the basis of Engineer’s experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### 5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer’s rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

### 5.03 Opinions of Total Project Costs

~~A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.~~

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 Standards of Performance

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ~~Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.~~

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

- a. changes after the Effective Date to Laws and Regulations;
- b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
- c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or

research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

### 6.02 Design Without Construction Phase Services

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

### 6.03 Use of Documents

A. Owner acknowledges the Engineer's completed contract documents as instruments of professional services. Nevertheless, the completed contract documents prepared under this Agreement shall become the property of the Owner whether the Project for which they are prepared is executed or not. The Engineer shall deliver to the Owner updated contract documents upon final completion of the Project in usable electronic form, as well as reproducible copies of same as they exist at the date of final completion or termination, whichever occurs earlier. Engineer shall be permitted to retain reproducible copies of the contract documents for information, reference or other uses, as it deems appropriate without written authorization of the Owner. Owner agrees to make no claims against the Engineer for losses arising out of any reuse of the contract documents.

### 6.04 Electronic Transmittals

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format.

### 6.05 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

C. Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

~~D. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take~~

appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

## **6.06 Suspension and Termination**

### **A. Suspension:**

1. *By Owner.* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer.* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### **D. Payments Upon Termination:**

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

## **6.07 Controlling Law**

A. This Agreement is to be governed by the Laws and Regulations of the state of Iowa. It is agreed the Circuit Court of Woodbury County, Iowa is the exclusive venue for any legal action arising out this Agreement or the performance of services thereunder.

## **6.08 Successors, Assigns, and Beneficiaries**

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

## **6.09 Dispute Resolution**

~~A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.~~

~~B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.~~

## **6.10 Environmental Condition of Site**

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

## 6.11 Indemnification and Mutual Waiver

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

~~B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."~~

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

~~F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.~~

## 6.12 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

## 6.13 Miscellaneous Provisions

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer. ~~which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.~~

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing

services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*.

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 Exhibits Included:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services & Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities & Limitations of Authority of RPR.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. **NOT USED**
- I. Exhibit I, Limitations of Liability. **NOT USED**
- J. Exhibit J, Special Provisions. **NOT USED**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.
- L. Exhibit L, Project Limits Map **NOT USED**

### 8.02 Total Agreement

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

### 8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit


instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

**8.04 Engineer's Certifications**

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which shall be the latter of the execution dates shown below.**

Engineer:	<u>Toth and Associates, Inc.</u>		
Address:	<u>1550 E. Republic Road Springfield, Missouri 65804</u>		
Signature:			
Printed Name:	<u>Adam Toth</u>	Title:	<u>President</u>
Date Signed:	<u>11/3/20</u>		
Representative (Paragraph 8.03.A):	<u>Matt Miller</u>	Title:	<u>Dept. Manager</u>
Phone No.:	<u>417.888.0645</u>	Email:	<u><a href="mailto:mmiller@tothassociates.com">mmiller@tothassociates.com</a></u>

Owner:	<u>Woodbury County, Iowa</u>		
Address:	<u>620 Douglas Street Sioux City, Iowa 51101</u>		
Signature:	_____		
Printed Name:	_____	Title:	_____
Date Signed:	_____		
Representative (Paragraph 8.03.A):	_____	Title:	_____
Phone No.:	_____	Email:	_____

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## EXHIBIT A – ENGINEER’S SERVICES

This is **Exhibit A**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### PART 1 – BASIC SERVICES

#### A1.01 Surveying

##### A. Design Survey

Engineer will perform a topographic survey for the proposed project that includes the following:

- a. Establish horizontal and vertical control for the project.
- b. Topographic survey within the limits of the project. The topographic survey shall include contours at an interval of one-foot, existing site improvements including buildings, walks, drives, and known utilities that are visible at the time of the survey. Local One-Call will be contacted prior to topographic survey for utility locations.
- c. Property pin search to determine right-of-way and property lines necessary for the preparation of easements.
- d. Collection of property pin location and establishment of property lines in locations necessary for the preparation of easements.

##### B. Prepare Temporary and Permanent Easements

Engineer will prepare temporary and permanent easements for the project as required. The Engineer will prepare exhibits that show the location of the proposed infrastructure on the individual properties. The Engineer will also prepare metes and bounds legal descriptions for the easement locations.

An ownership and encumbrance report will be obtained on all properties requiring an easement. The Owner will be responsible to pay for all ownership and encumbrance reports performed by the Engineer as a reimbursable expense. Additionally, title searches for each property requiring an easement may be necessary. Title searches will be performed on an as needed basis. The Owner will be responsible to pay for all title searches performed by the Engineer as a reimbursable expense.

As per the 28E Agreement for Developmental Services entered into between the City of Sioux City, Iowa (City) and Woodbury County, Iowa, dated June 8, 2020, the City shall be responsible for easement acquisition (permanent and temporary) from adjacent property owners including, but not limited to, utility installation of gravity sanitary sewer main.

#### A1.02 28<sup>th</sup> Street Improvements

##### A. Construction Documents

The Engineer will prepare construction documents consisting of construction drawings and technical specifications for the proposed improvements to 28<sup>th</sup> Street. It is anticipated that these improvements will consist of the following:

- a. Paving of the unpaved portion of 28<sup>th</sup> Street,
- b. Sight distance improvements at the east end of the existing paving.
- c. Widening of the curve east of Outer Drive.
- d. The addition of a northbound left turn lane to Outer Drive on to 28<sup>th</sup> Street.
- e. Review of sight distance at the intersection of 28<sup>th</sup> Street and Outer Drive and any necessary improvements.
- f. Striping of centerline and edge of pavement markings along the entirety of 28<sup>th</sup> Street.
- g. Water main extension from existing dead end to 16" main in Outer Drive.
- h. Review of stormwater culvert capacity and any necessary improvements.

Construction drawings are anticipated to consist of the following:

- a. Roadway Plan and Profiles
- b. Roadway Cross Sections (if required)
- c. Roadway Intersection Details
- d. Stormwater Plan and Profiles (if required)
- e. Water Main Extension Plan
- f. Typical Details

##### B. Utility Coordination

The Engineer will coordinate with fiber, gas, and electric service providers as necessary to extend service to the jail site.

#### A1.03 Gravity Sewer Main Improvements

##### A. Construction Documents

The Engineer will prepare construction documents consisting of construction drawings and technical specifications for the proposed gravity sewer main improvements to serve the jail site. It is anticipated that these improvements will consist of the following:

- a. Gravity sewer main extension from the existing 10" line along Highway 75 North between the properties of 3000 Highway 75 North and 2900 and 2830 Highway 75 North, across the City owned property of 3500 28<sup>th</sup> Street and the proposed jail site at 3701 28<sup>th</sup> Street to a location on the south side of 28<sup>th</sup> Street across from the jail site.

Construction drawings are anticipated to consist of the following:

- a. Sanitary Sewer Plan and Profiles
- b. Typical Details

#### A1.04 Design Schedule

##### A. Design Schedule

Parts A1.01 – A1.03, as outlined above, will follow the same design schedule as the proposed Woodbury County Jail Site Improvements Project.

#### A1.05 Bidding

##### A. Public Bidding of the Project

In compliance with Iowa Public Bidding Laws, the Engineer will publicly advertise the project for bids and issue interested contractors electronic contract documents. The contract documents will include bidding documents, construction drawings, technical specifications, temporary and permanent easements. The Engineer will keep an updated planholder's list during the bidding phase. The Engineer will answer questions from contractor(s) during the bidding process.

##### B. Bidding and Contract Documents

Bidding and contract documents (front-end documents) to be utilized for publicly bidding the project will be provided by the Engineer and approved by the Owner. Engineer will incorporate the front-end documents into the bidding package.

##### C. Pre-Bid Meeting

The Engineer will schedule and hold a pre-bid meeting for the project to answer questions from interested contractors and provide interested parties with important information specific to the project.

##### D. Addenda

The Engineer will issue addenda to the contract documents as required during bidding.

##### E. Bid Opening

The Engineer will schedule and conduct a bid opening for the project.

##### F. Review of Bids

In compliance with Iowa Public Bidding Laws, the Engineer will review the bids submitted by the interested parties, prepare a bid tabulation, and formulate a recommendation to the Owner.



### **A1.06 Engineering During Construction**

#### **A. Shop Drawings**

Shop drawings provided by the contractor(s) on the project will be reviewed by the Engineer for conformance with the contract documents.

#### **B. Pay Requests**

Pay Requests provided by the contractor(s) on the project will be reviewed by the Engineer for conformance with the contract documents. The Engineer will make recommendations to the Owner regarding payment.

#### **C. Change Orders**

The Engineer will review and process change orders on the project as required.

#### **D. Questions During Construction**

The Engineer will answer questions from the Owner and the contractor(s) regarding the project, design, and construction of the project during construction.

#### **E. Meetings**

The Engineer will attend meetings with the Owner and their staff, property owners, regulatory bodies, and the contractor(s) as necessary during construction.

#### **F. Construction Staking**

The Engineer will provide construction staking for the contractor(s) on the project. The Engineer's scope of services and fees will be determined upon completion of the contract documents. The fees for construction staking services will be included on the bid form for the project. The Owner will review and approve the summary of services and fees prior to bidding of the project.

### **A1.07 Construction Observation**

#### **A. Resident Project Representative**

The Engineer will provide one Resident Project Representative in accordance with Exhibit D of the Agreement on an intermittent basis during the construction of the project.

### **A1.08 Construction Testing**

#### **A. Construction Testing**

The Engineer will provide construction testing for the improvements to 28<sup>th</sup> Street.

## **PART 2 – ADDITIONAL SERVICES**

### **A2.01 Additional Services Requiring Owner's Written Authorization**

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. Unless specifically described as part of Basic Services, these services are not included and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Basic Services.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

- a. detailed consideration of operations, maintenance, and overhead expenses;
- b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
- c. preparation of appraisals;
- d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
- e. detailed quantity surveys of materials, equipment, and labor; and
- f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

- a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
- b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

**A2.02 Additional Services Not Requiring Owner's Written Authorization**

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

## EXHIBIT B – OWNER’S RESPONSIBILITIES

This is **Exhibit B**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner’s procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner’s construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner’s bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer’s possession) of all design and construction standards, Owner’s standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner’s legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer’s assessment of initially-available Project information and data and upon Engineer’s request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Utility and topographic mapping and surveys.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer’s services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, “municipal advisor” services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor

registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer’s assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Furnish to Engineer data as to Owner’s anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

Q. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

R. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

S. Perform or provide the following: [ N/A ]

## EXHIBIT C – PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

This is **Exhibit C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

### **C2.01 Compensation For Basic Services– Lump Sum Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, as follows:

1. A lump sum fee of \$348,000.00 based on the following estimated distribution of compensation:
  - a. Surveying (A1.01) \$30,000.00
  - b. 28<sup>th</sup> Street Improvements (A1.02) \$107,000.00
  - c. Gravity Sewer Main Improvements (A.1.03) \$39,000.00
  - d. Bidding (A1.04) \$7,000.00
  - e. Engineering During Construction (A1.05) \$100,000.00
  - f. Construction Observation (A1.06) \$45,000.00
  - g. Construction Testing (A1.07) \$20,000.00
2. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
3. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.1 incorporates all labor costs, overhead, and profit. Reimbursable Expenses will be billed as outlined in Paragraph C2.02 below.
4. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
5. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1 of each calendar year) to reflect equitable changes in the compensation payable to Engineer.

### **C2.02 Compensation For Reimbursable Expenses**

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project.

### **C2.03 Other Provisions Concerning Payment**

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

### **C2.04 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. General: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. Compensation For Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.
- C. Other Provisions Concerning Payment for Additional Services:
  1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer.

2. Factors: The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**APPENDIX 1 TO EXHIBIT C**

This is **Appendix 1 to Exhibit C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

**Reimbursable Expenses Schedule**

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Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

<b>Item</b>	<b>Rate</b>
Mileage	IRS Rate
Lodging	Actual Cost
Special Postage or Shipping	Actual Cost
Printing	Actual Cost
Surveying Materials	Actual Cost
Subcontract Specialty Services	Actual Cost

## APPENDIX 2 TO EXHIBIT C

This is **Appendix 2 to Exhibit C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

### Standard Hourly Rates Schedule

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A. *Standard Hourly Rates:*

Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

The Standard Hourly Rates apply only as specified in Article C2.

*Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Principal	\$158.50
Engineer PE-3	\$136.50
Engineer PE-2	\$125.50
Engineer PE-1	\$114.50
Engineer 3	\$115.00
Engineer 2	\$109.00
Engineer 1	\$93.50
CAD Technician-3	\$98.00
CAD Technician-2	\$87.50
CAD Technician-1	\$76.00
Certified Floodplain Manager	\$136.50
Professional Land Surveyor	\$115.00
Two-Man Survey Crew	\$149.50
One-Man Survey Crew	\$131.00
Survey Technician	\$98.50
GIS Technician-3	\$93.00
GIS Technician-2	\$82.00
GIS Technician-1	\$71.00
Construction Review-2	\$82.50
Construction Review-1	\$64.50
R-O-W Specialist	\$109.00
Clerical	\$54.50

## EXHIBIT D – DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

This is **Exhibit D**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

### ARTICLE 1 - SERVICES OF ENGINEER

#### D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR shall provide intermittent observation at the assumed rate of one day every other week. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
  4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
  5. *Liaison:*
    - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
    - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. *Shop Drawings and Samples:*
    - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
    - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
    - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
  8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
  9. *Review of Work; Defective Work:*
    - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
    - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work ; and
    - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
  10. *Inspections, Tests, and System Start-ups:*
    - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
    - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
    - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
    - d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
    - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
  11. *Records:*
    - a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all



Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
  - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
  - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

**EXHIBIT E – NOTICE OF ACCEPTABILITY OF WORK**

This is **Exhibit E**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

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**PROJECT:**

**OWNER:**

**CONTRACTOR:**

**OWNER’S CONSTRUCTION CONTRACT IDENTIFICATION:**

**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:**

**ENGINEER:**

**NOTICE DATE:**

---

**To:** \_\_\_\_\_  
**Owner**

**And To:** \_\_\_\_\_  
**Contractor**

**From:** \_\_\_\_\_  
**Engineer**

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, and the following terms and conditions of this Notice:

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

## EXHIBIT F – CONSTRUCTION COST LIMIT

This is **Exhibit F**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

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Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

### F5.02 *Construction Cost Limit*

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$2,800,000.
- B. The Construction Cost limit shall include off-site infrastructure improvements along 28<sup>th</sup> Street (except fiber infrastructure improvements) and along the drainage way through and northwest of the site for gravity sanitary sewer main installation, including professional fees (survey, design, construction services including material testing) and the cost of any easements.
- C. As per the 28E Agreement for Developmental Services entered into between the City of Sioux City, Iowa (City) and Woodbury County, Iowa, dated June 8, 2020, the Construction Cost limit shall not be exceeded unless mutually agreed upon by the both the City and County.
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

## EXHIBIT G – INSURANCE

This is **Exhibit G**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

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Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### G6.05 *Insurance*

- A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

By Engineer:

Workers' Compensation:	Statutory
Employer's Liability --	
Bodily injury, each accident:	\$1,000,000.00
Bodily injury by disease, each employee:	\$1,000,000.00
Bodily injury/disease, aggregate:	\$1,000,000.00
General Liability --	
Each Occurrence (Bodily Injury/Property Damage):	\$1,000,000.00
General Aggregate:	\$2,000,000.00
Excess or Umbrella Liability --	
Per Occurrence:	\$2,000,000.00
General Aggregate:	\$2,000,000.00
Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):	
	\$1,000,000.00
Professional Liability –	
Each Claim Made	\$2,000,000.00
Annual Aggregate	\$4,000,000.00

*Additional Insureds:*

The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

**EXHIBIT K – AMENDMENT TO OWNER-ENGINEER AGREEMENT**

This is **Exhibit K**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

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**Amendment No. \_\_\_\_\_**

**The Effective Date of this Amendment is: \_\_\_\_\_.**

**Background Data**

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- \_\_\_\_\_ Additional Services to be performed by Engineer
- \_\_\_\_\_ Modifications to services of Engineer
- \_\_\_\_\_ Modifications to responsibilities of Owner
- \_\_\_\_\_ Modifications of payment to Engineer
- \_\_\_\_\_ Modifications to time(s) for rendering services
- \_\_\_\_\_ Modifications to other terms and conditions of the Agreement

Description of Modifications: ***Here describe the modifications, in as much specificity and detail as needed.***

**Agreement Summary:**

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

\_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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

Date: 10/29/2020 Weekly Agenda Date: 11/3/2020

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

**WORDING FOR AGENDA ITEM:**

Consider approval of plans for project number L-B(K46)--73-97

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Plans have been completed for replacement of bridge K-46 on Mason Avenue with a continuous concrete slab bridge. We request approval of the plans for letting.

**BACKGROUND:**

The county has programmed the replacement of bridge K-46 on Mason Ave. for FY 2021. The existing bridge was damaged during a flood event in June 2018 and has been closed to traffic since the flood. FEMA, SHPO, and other regulatory agencies have finally approved the bridge for letting. The county is proposing a November 24, 2020 local letting.

**FINANCIAL IMPACT:**

The projects are paid for with FEMA and 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:**

I recommend that the Board approve the plans for project number L-B(K46)--73-97 .

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the plans for project number L-B(K46)--73-97 .

BRIDGE REPLACEMENT AND APPROACHES - CCS  
 LETTING DATE: NOVEMBER 24, 2020  
 PROJECT NO. L-B(K46)---73-97  
 WOODBURY COUNTY

STANDARD ROAD PLANS

STANDARD ROAD PLANS ARE LISTED ON SHEET C.2.

SECTION 404 PERMIT AND CONDITIONS

281-1  
10-18-16

CONSTRUCT THIS PROJECT ACCORDING TO THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT 14, PERMIT NO. 2019-1342. A COPY OF THIS PERMIT IS AVAILABLE UPON REQUEST. THE U.S. ARMY CORPS OF ENGINEERS RESERVES THE RIGHT TO VISIT THE SITE WITHOUT PRIOR NOTICE.

THIS PROJECT IS COVERED BY IOWA DNR FLOODPLAIN  
CONSTRUCTION PERMIT NO. FP 2019-144, DATED: 08-01-2019

INDEX OF SEALS

SHEET NO.	NAME	TYPE
-	-	-



PLANS OF PROPOSED IMPROVEMENT ON THE  
SECONDARY ROAD SYSTEM  
**WOODBURY COUNTY**

PROJECT NO. L-B(K46)---73-97  
**BRIDGE REPLACEMENT AND APPROACHES - CCS**  
ON MASON AVE, OVER LITTLE SIOUX RIVER. S21 T88 R43

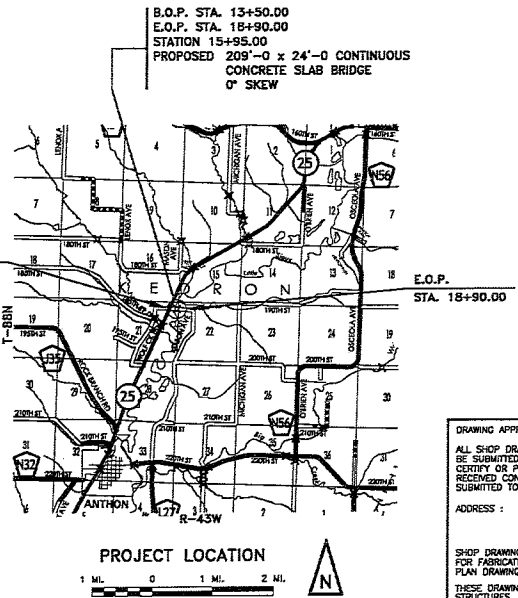
REFER TO THE PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS.

THIS PROJECT IS COVERED BY THE IOWA DEPARTMENT OF NATURAL RESOURCES NPDES GENERAL PERMIT NO. 2. THE CONTRACTOR SHALL CARRY OUT THE TERMS AND CONDITIONS OF GENERAL PERMIT NO. 2 AND THE STORM WATER POLLUTION PREVENTION PLAN WHICH IS A PART OF THESE CONTRACT DOCUMENTS. REFER TO SECTION 2602 OF THE STANDARD SPECIFICATIONS FOR ADDITIONAL INFORMATION.

PROJECT NO. L-B(K46)---73-97  
FHWA NO. 353281  
COUNTY BR. NO. K-046

TOTAL SHEETS  
28

- INDEX OF SHEETS
- A.1 TITLE SHEET
  - C.1 QUANTITY SUMMARY
  - C.2 TABULATIONS
  - D.1-D.3 PLAN & PROFILE
  - 0.1 SOUNDING DATA
  - V.1 SITUATION PLAN
  - V.2 GENERAL NOTES
  - V.3 WEST ABUTMENT DETAILS
  - V.4 EAST ABUTMENT DETAILS
  - V.5 ABUTMENT DETAILS
  - V.6 PIER NO. 1 DETAILS
  - V.7 PIER NO. 2 DETAILS
  - V.8 PIER NO. 3 DETAILS
  - V.9-V.11 SUPERSTRUCTURE DETAILS
  - V.12-V.13 OPEN RAIL DETAILS (TL-4)
  - V.14 WING ARMORING DETAILS
  - V.15 SALVAGED TRUSS PIN DETAIL
  - W.1 STONE TOE LAYOUT
  - X.1 PLAN VIEW
  - X.2-X.5 CROSS SECTIONS



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

#10b

Date: 10/29/2020 Weekly Agenda Date: 11/3/2020

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

**WORDING FOR AGENDA ITEM:**

Award of bid for D12 bank protection project

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The county engineer has prepared plans for stream bank protection along the West Fork of the Little Sioux River damaged during 2019 flooding near bridge C-27 on county route D12.

**BACKGROUND:**

My office prepared plans for this work along with several other recovery projects and let it for bids. Prior to award, consulting with FHWA was necessary. The county engineer was informed that this work has to be let through the Iowa DOT since it is no longer considered emergency work if we want to utilize ER funds to pay 80% of the repair. As a result, I am recommending rejection of all bids.

**FINANCIAL IMPACT:**

The project is paid for with a combination of Federal Highway Administration ER and 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:**

I recommend that the Board reject all bids and re-let the project through the Iowa DOT.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to reject all bids for the repair of the D12 river bank allow the county engineer prepare plans for an Iowa DOT letting



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

#10c

Date: 10/29/2020 Weekly Agenda Date: 11/3/2020

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

**WORDING FOR AGENDA ITEM:**

Award bids for Culvert K-264 replacement project

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The county engineer has prepared plans for the replacement of an aging box culverts under Old Highway 20/160th St. SE of Merville.

**BACKGROUND:**

The existing RCB Culvert/cattle pass is in poor condition. Changes in the landscape have created conditions where there is erosion at the inlet of the culvert, damaging the adjacent landowner's field. The existing culvert will be replaced with a corrugated metal pipe with a drop inlet.

**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:**

I recommend that the Board award the bid for the replacement of the culvert to L. A. Carlson Construction.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to award bid for the replacement of culvert K-264 to L.A. Carlson Construction for \$92,653.95.

TABULATION OF BIDS

PROJECT NO. K-264  
 LETTING: TUESDAY, October 27, 2020  
 Culvert Replacement  
 SECTION 4 T88N, R43W

NOTE: IN CASE OF MATHEMATICAL ERROR, UNIT PRICE SHALL GOVERN

		** Engineer's Estimate		* LA Carlson Contracting Inc. * 25164 Hillside Drive * Hinton Iowa 51024		* Dixon Const * 409 Driftwood St * Correctionville, Iowa 51016								
NO.	ITEM	QUANTITIES	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	Clearing and Grubbing	0.25 Acres	\$ 5,000.00	\$ 1,250.00	\$ 8,000.00	\$ 2,000.00	\$ 5,000.00	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -		
2	Embankment-In-Place	839.00 C.Y.	\$ 12.00	\$ 10,068.00	\$ 15.00	\$ 12,585.00	\$ 17.00	\$ 14,263.00	\$ -	\$ -	\$ -	\$ -		
3	Excavation Class 10 Roadway	11 Cu.Yds.	\$ 30.00	\$ 330.00	\$ 20.00	\$ 220.00	\$ 20.00	\$ 220.00	\$ -	\$ -	\$ -	\$ -	1) LA carlson	\$ 92,653.95
4	Granular Surfacing on Road, Crushed Concrete (Place Only)	185 Ton	\$ 12.00	\$ 2,220.00	\$ 10.00	\$ 1,850.00	\$ 17.00	\$ 3,145.00	\$ -	\$ -	\$ -	\$ -	2) Dixon Const.	\$ 93,227.62
5	Removal of Existing Structure	1 LS	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 17,000.00	\$ 17,000.00	\$ -	\$ -	\$ -	\$ -	3)	\$ -
6	Excavation, Class 20	3,000.00 C.Y.	\$ 7.00	\$ 21,000.00	\$ 8.00	\$ 24,000.00	\$ 5.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	4)	\$ -
7	Structural Concrete (Misc)	1.9 CY	\$ 1,100.00	\$ 2,090.00	\$ 1,500.00	\$ 2,850.00	\$ 1,000.00	\$ 1,900.00	\$ -	\$ -	\$ -	\$ -	Enginner's Est	\$ 91,203.98
8	Reinforcing Steel	153 LB	\$ 10.00	\$ 1,530.00	\$ 3.00	\$ 459.00	\$ 3.00	\$ 459.00	\$ -	\$ -	\$ -	\$ -		
9	Culvert, Corrugated metal Roadway Pipe, 54" Dia (Place Only)	126.0 LF	\$ 44.00	\$ 5,544.00	\$ 80.00	\$ 10,080.00	\$ 70.00	\$ 8,820.00	\$ -	\$ -	\$ -	\$ -		
10	Piles Steel Sheet	84 SF	\$ 24.00	\$ 2,016.00	\$ 42.50	\$ 3,570.00	\$ 35.00	\$ 2,940.00	\$ -	\$ -	\$ -	\$ -		
11	Removal of Pavement	309 LB	\$ 6.00	\$ 1,855.98	\$ 15.00	\$ 4,639.95	\$ 14.00	\$ 4,330.62	\$ -	\$ -	\$ -	\$ -		
12	Safety Closure	2 Each	\$ 300.00	\$ 600.00	\$ 400.00	\$ 800.00	\$ 300.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -		
13	Fence, Field	300 LF	\$ 16.00	\$ 4,800.00	\$ 15.00	\$ 4,500.00	\$ 10.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -		
14	Field Fence Brace Posts	4 Each	\$ 600.00	\$ 2,400.00	\$ 200.00	\$ 800.00	\$ 250.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -		
15	Traffic Control	1.00 LS	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,300.00	\$ 4,300.00	\$ -	\$ -	\$ -	\$ -		
16	Mobilization	1 L.S.	\$ 17,500.00	\$ 17,500.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -		
17	CMP Drop Inlet (Place Only)	1.00 Each	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -		
18	Mulching	0.25 Acres	\$ 3,000.00	\$ 750.00	\$ 7,600.00	\$ 1,900.00	\$ 5,000.00	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -		
19	Seeding and Fertilizing (Rural)	0.25 L.F.	\$ 3,000.00	\$ 750.00	\$ 7,600.00	\$ 1,900.00	\$ 5,000.00	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -		
TOTAL				\$ 91,203.98		\$ 92,653.95		\$ 93,227.62	\$ -	\$ -	\$ -	\$ -		