



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(NOVEMBER 10 2020) (WEEK 46 OF 2020)**

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Live telephonic access at: 712-224-6014

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|--|--|--|--|---|
| Rocky L. De Witt 253-0421 rdewitt@woodburycountyiowa.gov | Marty J. Pottebaum 251-1799 mpottebaum@woodburycountyiowa.gov | Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov | Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov | Justin Wright 899-9044 jwright@woodburycountyiowa.gov |
|--|--|--|--|---|

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held November 10, 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.

AGENDA

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

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

Consent Agenda

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

3. Approval of the minutes of the November 3, 2020 meeting
4. Approval of claims
5. 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

6. County Treasurer – Michael Clayton
 - a. Approval of resolution for a tax abatement for O.S.
 - b. Approval of resolution for a tax abatement for Yes Communities
 - c. Approval of resolution for a tax abatement for W.S.
 - d. Approval of resolution for a tax abatement for Lake Forest MHC
 - e. Approval of resolution for a tax abatement for J.S.
 - f. Approval of resolution for a tax abatement for Yes Homesales

End Consent Agenda

- | | | |
|--------------------------------|--|----------------------|
| 4:35 p.m. (Set time) | 7. Board Administration – Heather Satterwhite <ol style="list-style-type: none"> a. Public hearing and sale of property parcel #894730252001 (aka 2224 W. Palmer Ave.) | Action |
| 4:37 p.m. (Set time) | <ol style="list-style-type: none"> b. Public hearing and sale of property parcel #894721151017 (aka 111 ½ 23rd Street) | Action |
| 4:39 p.m. (Set time) | <ol style="list-style-type: none"> c. Public hearing and sale of property parcel #894711132008 (aka 4425 Central Street) | Action |
| 4:45 p.m. (Set time) | 8. Building Services – Kenny Schmitz <ol style="list-style-type: none"> a. Receive bids for the Woodbury County Courthouse Chiller Replacement Project b. Award bid to lowest responsible bidder | Action Action |
| | 9. City of Merville – Jim Fisher and Chad Thompson <ol style="list-style-type: none"> a. Approval of resolution approving agreement by and among the City of Merville, the County of Woodbury and Woodbury Central Community School District regarding Merville Phase II Ridge Urban Renewal Area b. Approval of resolution approving agreement by and among the City of Merville, the County of Woodbury and Woodbury Central Community School District regarding MCDAI Addition Urban Renewal Area | Action Action |
| | 10. Secondary Roads – Mark Nahra Approve the contract and bond for project number L-B(C274)—73-97 with Prahm Construction for \$513,120.00 | Action |
| | 11. Board Administration – Dennis Butler Approval of resolution approving and authorizing the revised Exhibit C to the Lease Agreement between Woodbury County Law Enforcement Center Authority and Woodbury County Iowa | Action |
| | 12. Canvass of the General Election | |
| | 13. Reports on Committee Meetings | Information |
| | 14. Citizen Concerns | Information |
| | 15. Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- 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 9:00 a.m.** Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
10:30 a.m. Loess Hills Alliance Executive Meeting
12:00 p.m. District Board of Health Meeting, 1014 Nebraska St.
1:00 p.m. Loess Hills Alliance Full Board Meeting
- THU., DEC. 3 10:00 a.m.** COAD Meeting, The Security Institute
- FRI., DEC. 4 10:00 a.m.** Hungry Canyons Alliance Meeting, Atlantic, Iowa
- MON. DEC. 7 6:00 p.m.** Board of Adjustment Meeting, First Floor Boardroom
- WED., DEC. 9 8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- THU., DEC. 10 12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St.
4:30 p.m. Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park

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.

NOVEMBER 3, 2020, FORTY-FIFTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, November 3, 2020 at 4:30 p.m. Board members present were Pottebaum, Radig, Ung, and Wright, De Witt was absent Staff members present were Karen James, Board Administrative Assistant, Melissa Thomas, HR Director, Dennis Butler, Budget/Tax Analyst, Joshua Widman, Board Attorney and Michelle Skaff, Deputy Auditor/Clerk to the Board.

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

- 1. There were no citizen concerns.
- 2. Motion by Radig second by Pottebaum to approve the agenda for November 3, 2020, Carried 4-0. Copy Filed.

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

- 3. To approve minutes of the October 27, 2020 meeting. Copy filed.
- 4. To approve the claims totaling \$553,662.91. Copy filed.
- 5a. To approve and receive for signatures a Resolution Thanking and Commending James Bauerly for his years of service to Woodbury County.

RESOLUTION #13,076
A RESOLUTION THANKING AND COMMENDING
JAMES BAUERLY
FOR HIS SERVICES 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
Copy filed.

- 5b. To approve and receive for signatures a Resolution Thanking and Commending Loxi Arndt for her years of service to Woodbury County.

RESOLUTION #13,077
A RESOLUTION THANKING AND COMMENDING
LOXI ARNDT
FOR HER SERVICES 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
Copy filed.

- 5c. To approve and receive for signatures a Resolution Thanking and Commending Roxanne Hamann for her years of service to Woodbury County.

**RESOLUTION #13,078
A RESOLUTION THANKING AND COMMENDING
ROXANNE HAMANN
FOR HER SERVICES 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
Copy filed.

- 6a. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for the United State of America, parcel #874721100001.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,079
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.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 6b. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for the Woodbury County, Iowa, parcels #884714300001, #884723100001, #884723100002, #884723100004.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,080
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.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 6c. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for the Woodbury County, Iowa, parcels #884301100009, #884301100010, #884301100012.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,081
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.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 7a. To approve the appointment of Kyler Groves, Motor Grader Operator, Secondary Roads Dept., effective 11-04-20, \$24.31/hour. Job Vacancy Posted 8-26-20. Entry Level Salary: \$24.31/hour.; the separation of Haley Hines-Gaal, P/T Youth Worker, Juvenile Detention Dept., effective 11-06-20. Resignation.; the appointment of Katie Nelson, Custodian, County Sheriff Dept., effective 11-16-20, \$15.55/hour. Job Vacancy Posted 9-30-20. Entry Level Salary: \$15.55/hour.; the separation of James Bauerly, Deputy Sergeant, County Sheriff Dept., effective 12-27-20. Retirement.; and the separation of Roxanne Hamann, Clerk II, County Treasurer Dept., effective 12-31-20. Retirement. Copy filed.
- 7b. To approve the request of James Bauerly to remain on the County Health and dental insurances. Copy filed.
- 7c. To approve the service agreement with CJ Cooper to perform annual and preemployment CDL queries. Copy filed.

Carried 4-0.

- 8a. Motion by Radig second by Wright to receive the final staff report and Zoning Commission's recommendation from their 10/26/20 meeting. Carried 4-0. Copy filed.
- 8b. Motion by Radig second by Wright to approve and authorize the Chairperson to sign a Resolution approving the Petersen Addition. Carried 4-0.

**BOARD OF SUPERVISORS RESOLUTION
RESOLUTION #13,082
ACCEPTING AND APPROVING PETERSEN ADDITION**

WHEREAS, THE PLANNING AND ZONING COMMISSION AND THE WOODBURY COUNTY BOARD OF SUPERVISORS HAVE REVIEWED AND APPROVED THE FINAL PLAT OF PETERSEN ADDITION TO WOODBURY COUNTY, IOWA, AND WHEREAS APPROVAL OF THE FINAL PLAT OF PETERSEN ADDITION TO WOODBURY COUNTY, IOWA HAS BEEN RECOMMENDED TO THE WOODBURY COUNTY BOARD OF SUPERVISORS BY THE PLANNING AND ZONING COMMISSION. NOW THEREFORE BE, AND IT IS, RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS, THAT SAID FINAL PLAT OF PETERSEN ADDITION TO WOODBURY COUNTY, IOWA, AS HERETO ATTACHED AND FORMING PART OF THIS RESOLUTION BE, AND THE SAME IS HEREBY IS, ACCEPTED AND APPROVED.

DATED 11-3-2020

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

9. Motion by Radig second by Ung to approve the Toth and Associates Inc. agreement between owner and engineer for professional services for development of 28th St. Carried 4-0. Copy filed.
- 10a. Motion by Rad second by Pottebaum to approve the plans for project #L-B(K46)—73-97. Carried 4-0. Copy filed.
- 10b. Motion by Radig second by Wright to reject all bids for the repair of the D12 river bank and allow the county engineer to prepare for an Iowa DOT letting. Carried 4-0. Copy filed.
- 10c. Motion by Radig second by Pottebaum to award the bid for the replacement of culvert K-264 to LA Carlson Construction for \$92,653.95. Carried 4-0. Copy filed.
11. The Board heard reports on committee meetings.
12. There were no citizen concerns.
13. Board concerns were heard.

The Board adjourned the regular meeting until November 10, 2020.

Meeting sign in sheet. Copy filed.

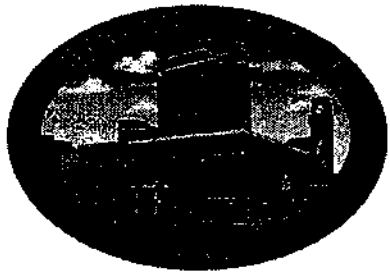
October 30, 2020

To Whom it May Concern:

I will be retiring on January 8, 2021, and would like to keep my health insurance at my own cost. In addition, I would like to keep the dental coverage for both my husband and me.

If you need anything further, please contact me.

Loxi Arndt



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

October 29, 2020

Dear Board of Supervisors,

The following mobile homes need taxes abated.

Oeurm Say 1973 General Trailer 22GCS3134 \$73.00—junking certificate issued 9-14-20
Located at Lake Forest Trailer Park 3700 28th St Trlr 168 Sioux City, IA 51105

Yes Communities 1973 Superior Trailer 8969J \$286.00—junking certificate issued 10-21-20
Located at Evergreen Village 5309 Hwy 75 N Lot 324 Sioux City, IA 51108

Yes Communities 1974 Atlas 4749810601 \$139.00—junking certificate issued 9-28-20
Located at Evergreen Village 5309 Hwy 75 N Lot 365 Sioux City, IA 51108

Wayne Starr 1974 Shangrila 1468741341 \$73.00—junking certificate issued 9-24-20
Located at Starr Mobile Home Park 503 3rd St Lot 7 Sgt Bluff, IA 51054

Lake Forest MHC 1987 Friendship MY875027V \$87.00—junking certificate issued 9-24-20
Located at Lake Forest Trailer Park 3700 28th St Lot 333 Sioux City, IA 51105

Lake Forest MHC 1978 Brentwood BT11798 \$85.00—junking certificate issued 9-24-20
Located at Lake Forest Trailer Park 3700 28th St Lot 361 Sioux City, IA 51105

Jason Sweitzer 2016 Harmony Home MY16203511k \$96.00—moved to Dickinson County
Located at Lake Forest Trailer Park 3700 28th St Lot 15 Sioux City, IA 51105

Yes Homesales 1985 Bonnavilla 58A14506 \$148.00—junking certificate issued 7-28-20
Located at Tallview Terrace 3290 N Martha Lot 5 Sioux City, IA 51105

Thank you for your time and consideration.

Janet L. Trimpe
Property Tax Deputy

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Oeurm Say is the titleholder of a mobile home VIN 22GCS3134 located in Woodbury County, Iowa and legally described as follows:

VIN# 22GCS3134 1973 General Trailer

WHEREAS, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Oeurm Say.

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

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, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 10th day of November, 2020.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor/Recorder

Matthew Ung, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Yes Communities is the titleholder of mobile homes VIN #8969J and #4749810601 located in Woodbury County, Iowa and legally described as follows:

VIN #8969J 1973 Superior Trailer

VIN #4749810601 1974 Atlas

WHEREAS, the above-stated property has taxes payable including special assessments and the property is owned by Yes Communities.

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

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, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 10th day of November, 2020.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor/Recorder

Matthew Ung, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Lake Forest MHC is the titleholder of mobile homes VIN #MY875027V and #BT11798 located in Woodbury County, Iowa and legally described as follows:

VIN #MY875027V 1987 Friendship

VIN #BT11798 1978 Brentwood

WHEREAS, the above-stated mobile homes has taxes payable including special assessments and the mobile homes are owned by Lake Forest MHC.

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

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, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 10th day of November, 2020.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor/Recorder

Matthew Ung, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Jason Sweitzer is the titleholder of a mobile home VIN #MY16203511k located in Woodbury County, Iowa and legally described as follows:

VIN #MY16203511k 2016 Harmony Home

WHEREAS, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Jason Sweitzer.

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

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, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO, RESOLVED this 10th day of November, 2020.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor/Recorder

Matthew Ung, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Yes Homesales is the titleholder of a mobile home VIN 58A14506 located in Woodbury County, Iowa and legally described as follows:

VIN #58A14506 1985 Bonnavilla

WHEREAS, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Yes Homesales

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

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, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 10th day of November, 2020.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor/Recorder

Matthew Ung, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Wayne Starr is the titleholder of a mobile home VIN #1468741341 located in Woodbury County, Iowa and legally described as follows:

VIN #1468741341 1974 Shangrila

WHEREAS, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Wayne Starr.

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

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, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 10th day of November, 2020.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor/Recorder

Matthew Ung, Chairman

RESOLUTION #

NOTICE OF PROPERTY SALE

Parcels #894730252001

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 2nd 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 **10th 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 **10th 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 27th Day of October, 2020.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: William Bounds Date: 10-2-20

Address: 2220 West Palmer Ave. S.C. IA 51103 Phone: 605-490-5291

Address or approximate address/location of property interested in:

2224 West Palmer Ave.

GIS PIN # 894730252001

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

Legal Description:

Hornicks 2nd Lot 7 Block 6

Tax Sale #/Date: 649/1938 Parcel # _____

Tax Deeded to Woodbury County on: 1-4-43

Current Assessed Value: Land 7,668 Building 0 Total 7,668

Approximate Delinquent Real Estate Taxes: 0

Approximate Delinquent Special Assessment Taxes: 0

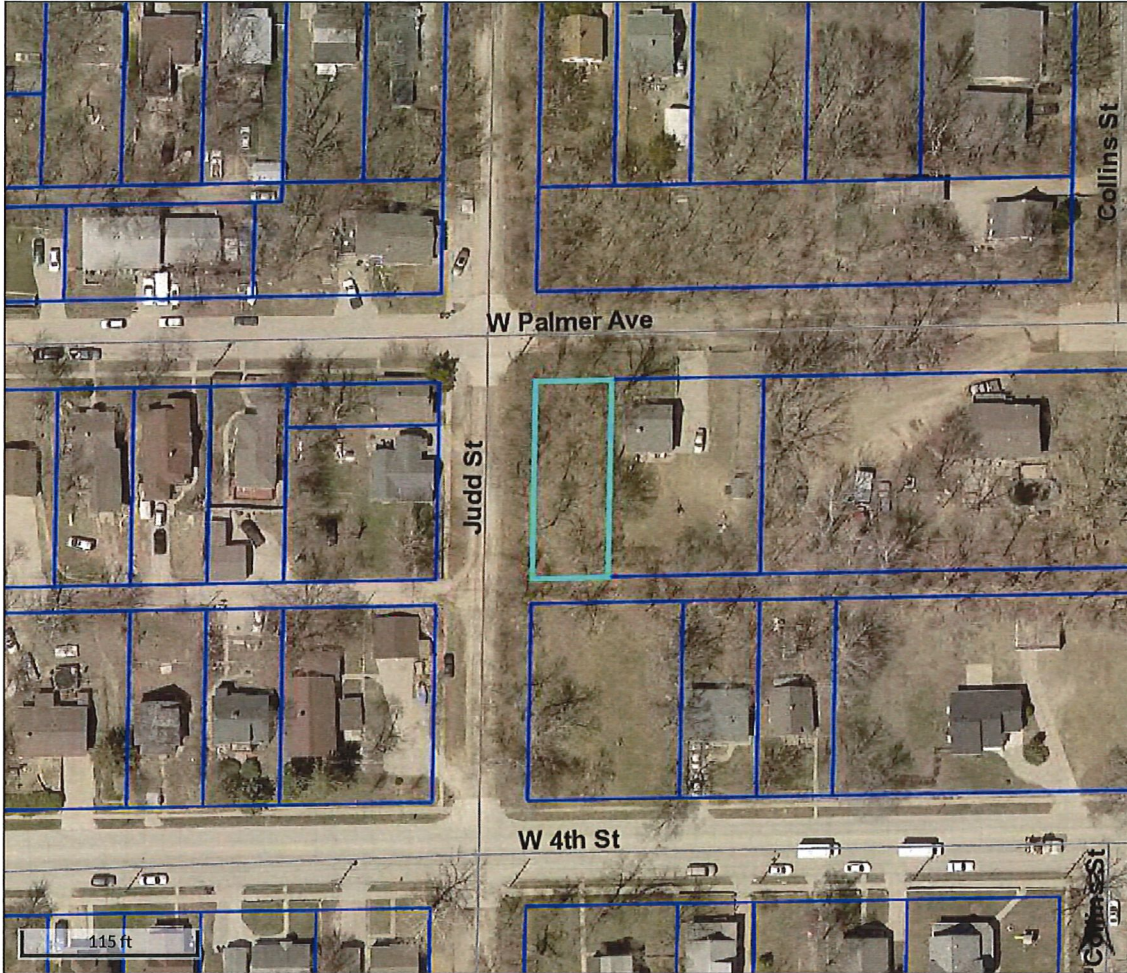
*Cost of Services: ∅

Inspection to: Matthew Ung Date: 10-2-20

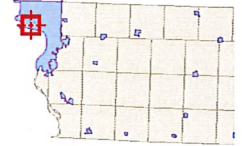
Minimum Bid Set by Supervisor: \$100

Date and Time Set for Auction: Tuesday, November 10th @ 4:35

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



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

| | | | | | |
|-----------------------|--|--------------|--------|---------------|---------------------|
| Parcel ID | 894730252001 | Alternate ID | 261885 | Owner Address | WOODBURY COUNTY |
| Sec/Twp/Rng | n/a | Class | R | | 620 DOUGLAS ST |
| Property Address | 2224 W PALMER AVE | Acreage | n/a | | SIOUX CITY IA 51101 |
| | SIOUX CITY | | | | |
| District | 0087 | | | | |
| Brief Tax Description | HORNICKS 2ND LOT 7 BLK 6 | | | | |
| | (Note: Not to be used on legal documents) | | | | |

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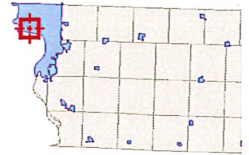


Beacon™

Woodbury County, IA / Sioux City



Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

| | | | | | |
|-----------------------|--|--------------|--------|---------------|----------------------|
| Parcel ID | 894730252001 | Alternate ID | 261885 | Owner Address | WOODBURY COUNTY |
| Sec/Twp/Rng | n/a | Class | R | | 620 DOUGLAS ST |
| Property Address | 2224 W PALMER AVE | Acreage | n/a | | SIOUX CITY, IA 51101 |
| | SIOUX CITY | | | | |
| District | 0087 | | | | |
| Brief Tax Description | HORNICKS 2ND LOT 7 BLK 6 | | | | |
| | (Note: Not to be used on legal documents) | | | | |

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Developed by Schneider
 GEOSPATIAL

RESOLUTION #

NOTICE OF PROPERTY SALE

Parcel #894721151017

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 2nd 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 23rd 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 **10th 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 **10th 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 27th Day of October, 2020

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: Julia Lesko Date: 6/22/19
Address: 107 23rd St. S.C. 51104 Phone: 898-5366

Address or approximate address/location of property interested in:
111 1/2 23rd St.

GIS PIN # 894721151017

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

Legal Description:

The North 6 feet South 110 feet
of Lot 8 Block 6, City of Sioux City,
Woodbury County, Iowa

Tax Sale #/Date: #1320 - 6/18/2007 Parcel # —

Tax Deeded to Woodbury County on: we currently hold tax certificate

Current Assessed Value: Land Ø Building — Total Ø

Approximate Delinquent Real Estate Taxes: \$185-

Approximate Delinquent Special Assessment Taxes: \$150-

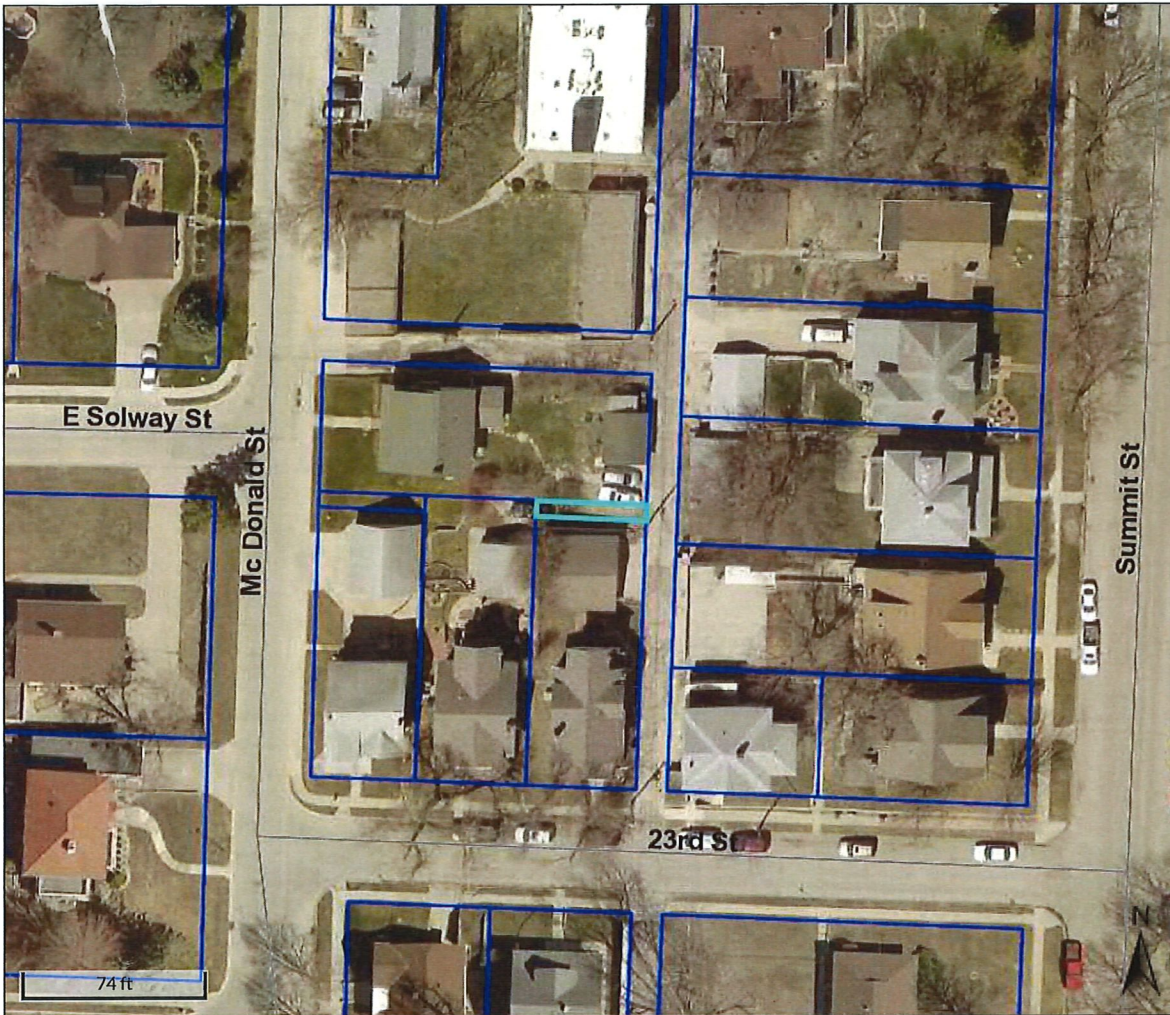
*Cost of Services: \$114

Inspection to: Keith Radig Date: 6/22/19

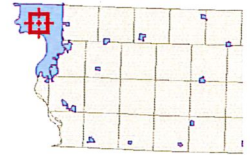
Minimum Bid Set by Supervisor: —

Date and Time Set for Auction: Tuesday, November 10th @ 4:37

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



Overview



Legend

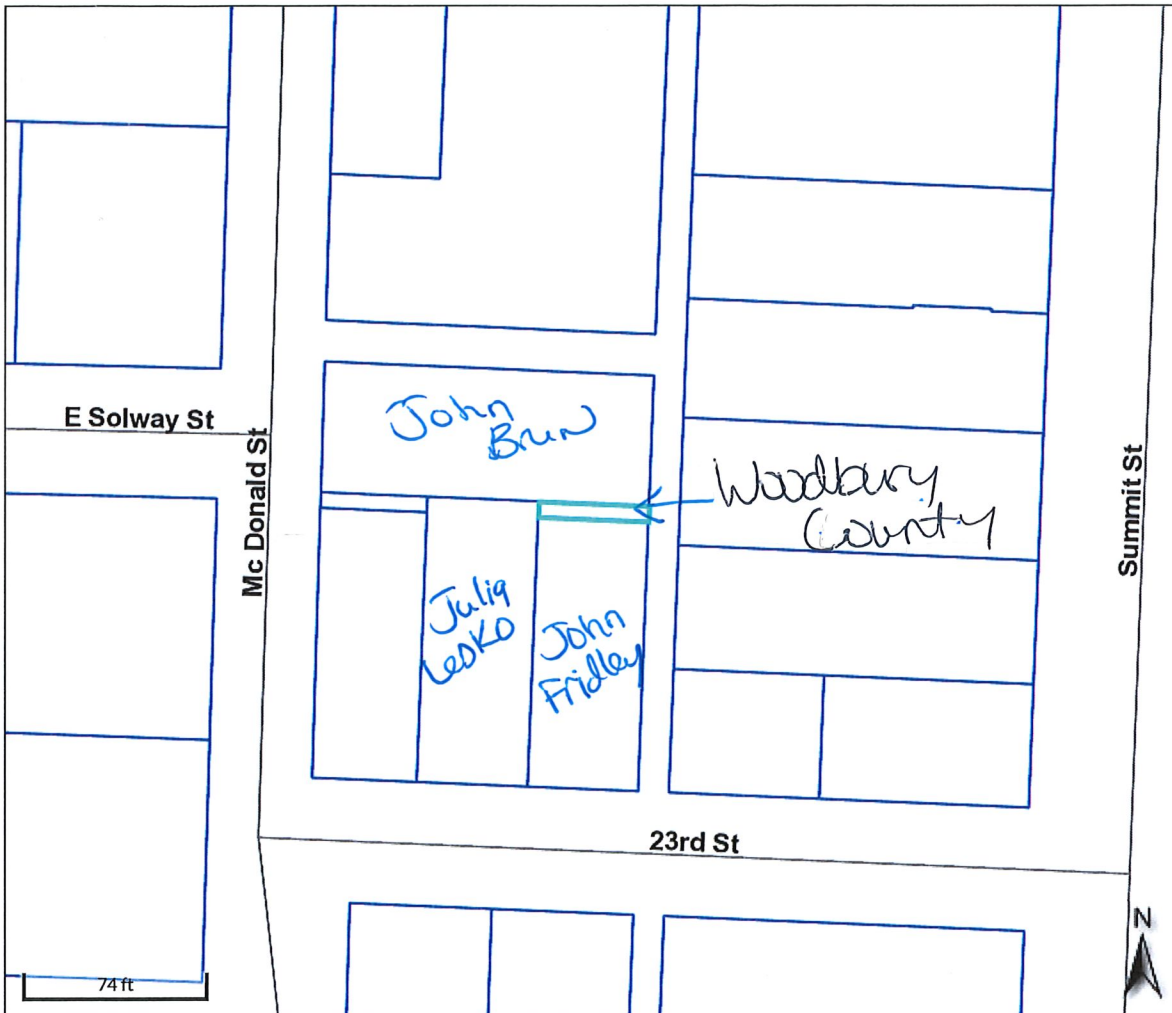
- Roads
- Corp Boundaries
- Townships
- Parcels

| | | | | | |
|-----------------------|--|--------------|-------|---------------|---------------------------------------|
| Parcel ID | 894721151017 | Alternate ID | 88025 | Owner Address | ZIMMERMAN GERALD G ZIMMERMAN ELVERA C |
| Sec/Twp/Rng | n/a | Class | R | | 111 1/2 23RD ST |
| Property Address | 111 1/2 23RD ST | Acreage | n/a | | MAIL RETURNED |
| | SIOUX CITY | | | | |
| District | 087 | | | | |
| Brief Tax Description | CALLS SUMMIT 2ND N 6 FT S 110 FT LOT 8 BLK 6 | | | | |
| | (Note: Not to be used on legal documents) | | | | |

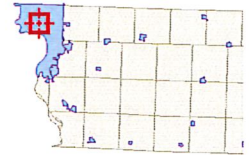
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Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

| | | | | | |
|-----------------------|--|--------------|-------|---------------|---------------------------------------|
| Parcel ID | 894721151017 | Alternate ID | 88025 | Owner Address | ZIMMERMAN GERALD G ZIMMERMAN ELVERA C |
| Sec/Twp/Rng | n/a | Class | R | | 111 1/2 23RD ST |
| Property Address | 111 1/2 23RD ST | Acreage | n/a | | MAIL RETURNED |
| | SIOUX CITY | | | | |
| District | 087 | | | | |
| Brief Tax Description | CALLS SUMMIT 2ND N 6 FT S 110 FT LOT 8 BLK 6 | | | | |
| | (Note: Not to be used on legal documents) | | | | |

Date created: 6/21/2019
 Last Data Uploaded: 6/20/2019 7:01:04 PM

Developed by Schneider
 GEOSPATIAL

RESOLUTION #

NOTICE OF PROPERTY SALE

Parcel #894711132008

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 **10th 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 **10th 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 27th Day of October, 2020

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: Chris Schaefer Date: 8/23/19
Address: 4421 Harrison St. Phone: 301-2040

Address or approximate address/location of property interested in:
4425 Central St.

GIS PIN # 894711132008

*This portion to be completed by Board Administration *

Legal Description:
Lot 7-9 in Block 25 of Leeds Addition
to Sioux City and Woodbury County, Iowa

Tax Sale #/Date: #947 - 6/18/2012 Parcel #

Tax Deeded to Woodbury County on: N/A - we hold certificate

Current Assessed Value: Land \$16,500 Building 0 Total \$16,500

Approximate Delinquent Real Estate Taxes: \$7,765

Approximate Delinquent Special Assessment Taxes: \$27,500

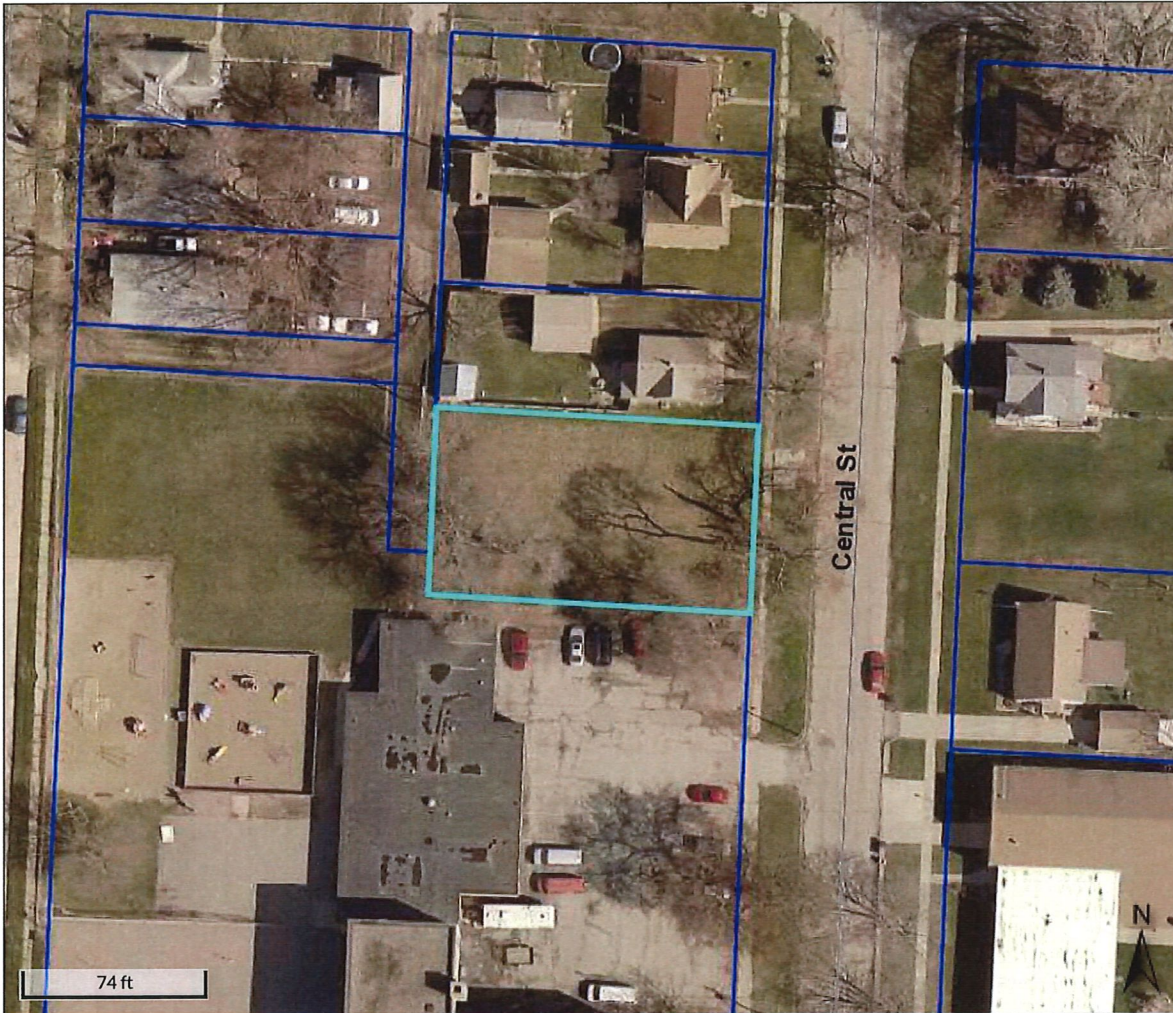
*Cost of Services: \$122

Inspection to: Keith Radig Date: 8/23/19

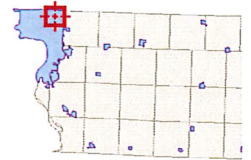
Minimum Bid Set by Supervisor:

Date and Time Set for Auction: Tuesday, November 10th @ 4:39

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



Overview



Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

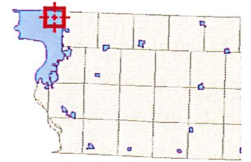
| | | | | | |
|-----------------------|--|--------------|--------|---------------|------------------|
| Parcel ID | 894711132008 | Alternate ID | 306120 | Owner Address | WOODBURY COUNTY |
| Sec/Twp/Rng | n/a | Class | R | | 620 DOUGLAS ST |
| Property Address | 4425 CENTRAL ST | Acreage | n/a | | SIOUX CITY 51101 |
| | SIOUX CITY | | | | |
| District | 0087 | | | | |
| Brief Tax Description | LEEDS LOTS 7-9 BLK 25 | | | | |
| | (Note: Not to be used on legal documents) | | | | |

Date created: 8/18/2020
 Last Data Uploaded: 8/17/2020 7:31:24 PM

Developed by  Schneider
 GEOSPATIAL



Overview



Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

| | | | | | |
|-----------------------|--|--------------|--------|---------------|------------------|
| Parcel ID | 894711132008 | Alternate ID | 306120 | Owner Address | WOODBURY COUNTY |
| Sec/Twp/Rng | n/a | Class | R | | 620 DOUGLAS ST |
| Property Address | 4425 CENTRAL ST | Acreage | n/a | | SIOUX CITY 51101 |
| | SIOUX CITY | | | | |
| District | 0087 | | | | |
| Brief Tax Description | LEEDS LOTS 7-9 BLK 25 | | | | |
| | (Note: Not to be used on legal documents) | | | | |

Date created: 8/18/2020
 Last Data Uploaded: 8/17/2020 7:31:24 PM

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

Date: 11/05/2020

Weekly Agenda Date: 11/10/2020

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Courthouse Chiller Project- Receive bids (4:45 pm set time) and Award Contract

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Competitive bids for the Woodbury County Chiller Replacement Project were opened and recorded by the County Auditors office at 3:00 pm, November 9th, 2020.

Woodbury County Building Services in conjunction with Resources Consulting Engineers (RCE) have reviewed all bid submissions.

RCE will briefly explain the project and then any questions will be discussed.

The contract does include performance expectations, dates, and penalties for non-compliance to insure the project has the best opportunity of being completed in the spring early as possible.

The expectation is to begin the project soon understanding there may be delays associated with some equipment availabilities.

BACKGROUND:

November 9th, 2020- Competitive bids are opened and recorded by County Auditors Office.

October 13th, 2020- Board of Supervisors conducts Public Hearing, sets bid opening/ receiving dates, and Authorizes County Auditors Office to open bids.

October 6th, 2020- Board of Supervisors approves plans, specifications, & form of contract and sets hearing date.

June 2nd, 2020- Board of Supervisors approves Courthouse Chiller Replacement Project Engineering & Architectural Contract

May 26th, 2020- Board of Supervisors receives information on chiller & need for project.

April, 2020- Courthouse HVAC chiller experiences a severe refrigerant leak. Temporary repair (\$17,000) to mitigate leakage & refrigerant replacement is conducted. Major over-haul or replacement is advised by Trane Company.

FINANCIAL IMPACT:

2021 CIP- Project #9101-21 CHILLER
Project Estimate prior to bid- \$875,000
Project Contingency- \$61,250
Total Project- \$936,250

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

Yes No

RECOMMENDATION:

Receive bids- 4:45 pm set time
Award bid to lowest responsible bidder

ACTION REQUIRED / PROPOSED MOTION:

- 1) Motion to receive bids for the Woodbury County Courthouse Chiller Replacement Project
- 2) Motion to award bid

AIA[®] Document A101[®] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the seventeenth day of November in the year two thousand twenty

BETWEEN the Owner:

Woodbury County Courthouse – 2020 Chilled Water System Replacement
Sioux City, IA

and the Contractor:

(Name, legal status, address and other information)

for the following Project:

Woodbury County Courthouse - 2020 Chilled Water System Replacement

Replacement of chilled water system serving Woodbury County Courthouse, including existing water-cooled chiller, pumps, accessories, etc. New system will utilize one (1) water-cooled chiller and one (1) air-cooled chiller, along with new pumps, controls, accessories, etc.

The Engineer:

Resource Consulting Engineers, LLC
301 Alexander Avenue
Suite C
Ames, IA 50010

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101@-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Paragraphs deleted)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.

Init.

[X] By the following date: April 23, 2021

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|----------------------------|-----------------------------|
| First Chiller Operational | March 19, 2021 |
| Second Chiller Operational | April 16, 2021 |

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.3.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|------|-------|
|------|-------|

(Table deleted)

(Paragraphs deleted)

§ 4.3 Liquidated damages, if any:

- 1 Liquidated damages of \$1,000 per calendar day shall be assessed if first chiller (either air-cooled or water-cooled) is not operational by March 19, 2021, until such time that it is fully operational.
- 2 Liquidated damages of \$1,000 per calendar day shall be assessed if second chiller is not operational by April 16, 2021, until such time that it is fully operational (this condition applies only if first chiller is operational prior to April 16, 2021).
- 3 If neither chiller is operational by April 16, 2021, liquidated damages for failing to meet both required schedule dates shall be \$2,000 per day, until such time that the system is fully operational (both air-cooled and water-cooled chillers operating).

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Engineer not later than the fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Engineer receives the Application for Payment.

Init.

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User Notes:

(1832266543)

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Engineer may require. This schedule of values, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Engineer determines, in the Engineer's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%).

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Engineer.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Certificate for Payment.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Kenny Schmitz
Director of Building Services
Woodbury County
401 8th Street
Sioux City, IA 51101

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Init.

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data

(Paragraphs deleted)
Exhibit.

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

- .6 Specifications

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

- .7 Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Table deleted)(Paragraphs deleted)

(Paragraphs deleted)

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

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:31:26 ET on 10/01/2020.

PAGE 1

AGREEMENT made as of the day of ~~in the year~~

~~(In words, indicate day, month and year.)~~ seventeenth day of November in the year two thousand twenty

...

~~(Name, legal status, address and other information)~~

Woodbury County Courthouse – 2020 Chilled Water System Replacement
Sioux City, IA

...

~~(Name, location and detailed description)~~

Woodbury County Courthouse - 2020 Chilled Water System Replacement

...

Replacement of chilled water system serving Woodbury County Courthouse, including existing water-cooled chiller, pumps, accessories, etc. New system will utilize one (1) water-cooled chiller and one (1) air-cooled chiller, along with new pumps, controls, accessories, etc.

~~The Architect/Engineer:~~

~~(Name, legal status, address and other information)~~

Resource Consulting Engineers, LLC

301 Alexander Avenue

Suite C

Ames, IA 50010

PAGE 2

The date of this Agreement.

...

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

PAGE 3

By the following date: April 23, 2021

...

| | |
|-----------------------------------|-----------------------|
| <u>First Chiller Operational</u> | <u>March 19, 2021</u> |
| <u>Second Chiller Operational</u> | <u>April 16, 2021</u> |

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.4.3.

...
~~§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)~~

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
|------|-------|---------------------------|

§ 4.3 Allowances, if any, included in the Contract Sum:
 (Identify each allowance.) Liquidated damages, if any:

- .1 Liquidated damages of \$1,000 per calendar day shall be assessed if first chiller (either air-cooled or water-cooled) is not operational by March 19, 2021, until such time that it is fully operational.
- .2 Liquidated damages of \$1,000 per calendar day shall be assessed if second chiller is not operational by April 16, 2021, until such time that it is fully operational (this condition applies only if first chiller is operational prior to April 16, 2021).
- .3 If neither chiller is operational by April 16, 2021, liquidated damages for failing to meet both required schedule dates shall be \$2,000 per day, until such time that the system is fully operational (both air-cooled and water-cooled chillers operating).

| Item | Price |
|------|-------|
|------|-------|

~~§ 4.4 Unit prices, if any:
 (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

~~§ 4.5 Liquidated damages, if any:
 (Insert terms and conditions for liquidated damages, if any.)~~

~~§ 4.6 Other:
 (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)~~

...
 § 5.1.1 Based upon Applications for Payment submitted to the ~~Architect-Engineer~~ by the Contractor and Certificates for Payment issued by the ~~Architect-Engineer~~, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~

month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect-Engineer not later than the fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect-Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect-Engineer receives the Application for Payment.

PAGE 4

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect-Engineer may require. This schedule of ~~values~~ values, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

...

.3 That portion of Construction Change Directives that the Architect-Engineer determines, in the Architect's-Engineer's professional judgment, to be reasonably justified.

...

.2 The amount, if any, for Work that remains uncorrected and for which the Architect-Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;

...

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect-Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and

...

~~(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)~~

Five percent (5%).

§ 5.1.7.1.1 The following items are not subject to retainage:

~~(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)~~

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

~~(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)~~

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

~~(Insert any other conditions for release of retainage upon Substantial Completion.)~~

...

.2 a final Certificate for Payment has been issued by the ~~Architect~~Engineer.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the ~~Architect's final Certificate for Payment~~, or as follows:

Engineer's final Certificate for Payment.

§ 5.3 Interest

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~
(Insert rate of interest agreed upon, if any.)

—%

PAGE 5

The ~~Architect~~Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

...

Litigation in a court of competent jurisdiction

...

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

...

Kenny Schmitz
Director of Building Services
Woodbury County
401 8th Street
Sioux City, IA 51101

PAGE 6

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Exhibit.

~~§ 8.7 Other provisions:~~

...

~~.8 Other Exhibits:~~

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

~~— AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)~~

~~— The Sustainability Plan:~~

| Title | Date | Pages |
|------------------|-----------------|------------------|
|------------------|-----------------|------------------|

~~— Supplementary and other Conditions of the Contract:~~

| Document | Title | Date | Pages |
|---------------------|------------------|-----------------|------------------|
|---------------------|------------------|-----------------|------------------|

~~.9 Other documents, if any, listed below:~~

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:31:26 ET on 10/01/2020 under Order No. 9548269115 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

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

Date: 10/20/2020 Weekly Agenda Date: 11/10/2020

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Jim Fisher and Chad Thompson

WORDING FOR AGENDA ITEM:

Resolution Approving Agreement by and Among the City of Merville, The County of Woodbury, and Woodbury Central Community School District re: Merville Phase II Ridge Urban Renewal Area

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Executed agreement to extend TIF period to 15 years for the Merville Phase II Ridge Urban Renewal Area

BACKGROUND:

FINANCIAL IMPACT:

County would forgo tax dollars on improvements for an additional five years unless the debt associated with the public improvements constructed by the City of Merville is paid off sooner

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

RESOLUTION APPROVING AGREEMENT BY AND AMONG THE CITY OF MOVILLE, THE COUNTY OF WOODBURY, AND WOODBURY CENTRAL COMMUNITY SCHOOL DISTRICT

WHEREAS, the County of Woodbury, hereinafter referred to as the County, is a political subdivision duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, the City of Merville has requested the County (along with the Woodbury Central Community School District) enter into an agreement relating to the extension of the division of revenue under Iowa Code Section 403.19 in Merville Phase II Ridge Urban Renewal Area for the City of Merville, Iowa, for projects involving the provision of public improvements related to housing and residential development from ten (10) fiscal years to a total of fifteen (15) fiscal years of division of revenue (beginning with the second fiscal year after the year of first certification of debt); and

WEREAS, the County is willing to agree to such extension:

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

Section 1. The County approves the entry into the **AGREEMENT BY AND AMONG THE CITY OF MOVILLE, THE COUNTY OF WOODBURY, AND WOODBURY CENTRAL COMMUNITY SCHOOL DISTRICT**.

Section 2. The officials designated below shall take any and all action necessary to execute the Agreement.

PASSED AND APPROVED this ____ day of _____, 2020.

Chairperson

ATTEST:

County Auditor

AGREEMENT

BY AND AMONG

THE CITY OF MOVILLE

THE COUNTY OF WOODBURY

AND

WOODBURY CENTRAL COMMUNITY SCHOOL DISTRICT

November 2020

WHEREAS, Iowa Code Section 403.22(5) provides that the division of revenue under Iowa Code Section 403.19 may continue for 10 fiscal years (beginning with the second fiscal year after the year of first certification of debt) for housing projects, unless the municipality undertaking the project has a population of under 15,000 and obtains approval from the governing bodies of all Affected Taxing Entities (City, County and School District) to extend the division of revenue for up to five (5) years; and

WHEREAS, the City of Merville has a population of under 15,000; and

WHEREAS, the City will assist Ridge Estates Holdings, LLC in development of a 30-lot housing subdivision, Ridge, Second Addition to the City of Merville, by funding public improvement costs associated with the development which will include the potential for low and moderate income housing; and

WHEREAS, sufficient incremental tax may not be generated to all the City to fully recoup its investment during the 10 years statutorily allowed for TIF repayment; and

WHEREAS, the City is requesting the Affected Taxing Entities to allow extension of the ability of the City to collect Tax Increment in order to adequately fund the residential projects in the Merville Phase II Ridge Housing Urban Renewal Area for up to a total of 15 years.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Pursuant to Iowa Code Section 403.22(5), all Affected Taxing Entities have, by resolution of their governing bodies, approved the extension of the division of revenue under Iowa Code Section 403.19 in the Merville Phase II Ridge Housing Urban Renewal Area for the City of Merville, Iowa, for projects involving the provision of public improvements related to housing and residential development for a total of fifteen (15) fiscal years of division of revenue (beginning with the second fiscal year after the year of first certification of debt) in connection with housing projects.

Section 2. The City will not request Woodbury Central School District to pass a resolution authorizing the capture of the instructional support program levy for any years that tax increment is collected. Accordingly, there will be no capture of instructional support program levy for any years that tax increment is collected.

Section 3. The undersigned officials affirm they are duly authorized to execute this Agreement on behalf of the party for which they are signing.

Section 4. This Agreement may be executed in any number of counterparts, each of which shall constitute on and the same instrument.

**WOODBURY CENTRAL COMMUNITY
SCHOOL DISTRICT**

President

ATTEST:

Board Secretary

STATE OF IOWA)
) ss:
COUNTY OF WOODBURY)

On this _____ day of _____, 2020, before me the undersigned, a Notary Public in and for the State of Iowa, personal appeared _____ and _____, to me personally known, who, being duly sworn, did say that they are the individuals who executed the foregoing instrument; and _____ and _____ acknowledged the execution of said instrument to be their voluntary act and deed, voluntarily executed.

Notary Public in and for the State of Iowa

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

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

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2020.

County Auditor for the Board of Supervisors
of Woodbury County, State of Iowa

(SEAL)

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

Date: 10/20/2020 Weekly Agenda Date: 11/10/2020

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Jim Fisher and Chad Thompson

WORDING FOR AGENDA ITEM:

Resolution Approving Agreement by and Among the City of Merville, The County of Woodbury, and Woodbury Central Community School District re: MCDAI Addition Urban Renewal Area

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Executed agreement to extend TIF period to 15 years for the MCDAI Addition Urban Renewal Area

BACKGROUND:

[Empty box for background information]

FINANCIAL IMPACT:

County would forgo tax dollars on improvements for an additional five years unless the debt associated with the public improvements constructed by the City of Merville is paid off sooner

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:

[Empty box for recommendation]

ACTION REQUIRED / PROPOSED MOTION:

[Empty box for action required / proposed motion]

RESOLUTION APPROVING AGREEMENT BY AND AMONG THE CITY OF MOVILLE, THE COUNTY OF WOODBURY, AND WOODBURY CENTRAL COMMUNITY SCHOOL DISTRICT

WHEREAS, the County of Woodbury, hereinafter referred to as the County, is a political subdivision duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, the City of Merville has requested the County (along with the Woodbury Central Community School District) enter into an agreement relating to the extension of the division of revenue under Iowa Code Section 403.19 in MCDAI Addition Urban Renewal Area for the City of Merville, Iowa, for projects involving the provision of public improvements related to housing and residential development from ten (10) fiscal years to a total of fifteen (15) fiscal years of division of revenue (beginning with the second fiscal year after the year of first certification of debt); and

WEREAS, the County is willing to agree to such extension:

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

Section 1. The County approves the entry into the **AGREEMENT BY AND AMONG THE CITY OF MOVILLE, THE COUNTY OF WOODBURY, AND WOODBURY CENTRAL COMMUNITY SCHOOL DISTRICT**.

Section 2. The officials designated below shall take any and all action necessary to execute the Agreement.

PASSED AND APPROVED this ____ day of _____, 2020.

Chairperson

ATTEST:

County Auditor

AGREEMENT

BY AND AMONG

THE CITY OF MOVILLE

THE COUNTY OF WOODBURY

AND

WOODBURY CENTRAL COMMUNITY SCHOOL DISTRICT

November 2020

WHEREAS, Iowa Code Section 403.22(5) provides that the division of revenue under Iowa Code Section 403.19 may continue for 10 fiscal years (beginning with the second fiscal year after the year of first certification of debt) for housing projects, unless the municipality undertaking the project has a population of under 15,000 and obtains approval from the governing bodies of all Affected Taxing Entities (City, County and School District) to extend the division of revenue for up to five (5) years; and

WHEREAS, the City of Merville has a population of under 15,000; and

WHEREAS, the City will assist GM Acoustics, L.L.C. in development of a 6-lot housing subdivision, MCDAI Addition, to the City of Merville, Woodbury County, Iowa, by funding public improvement costs associated with the development which will include the potential for low and moderate income housing; and

WHEREAS, sufficient incremental tax may not be generated to all the City to fully recoup its investment during the 10 years statutorily allowed for TIF repayment; and

WHEREAS, the City is requesting the Affected Taxing Entities to allow extension of the ability of the City to collect Tax Increment in order to adequately fund the residential projects in the MCDAI Addition Urban Renewal Area for up to a total of 15 years.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Pursuant to Iowa Code Section 403.22(5), all Affected Taxing Entities have, by resolution of their governing bodies, approved the extension of the division of revenue under Iowa Code Section 403.19 in the MCDAI Addition Urban Renewal Area for the City of Merville, Iowa, for projects involving the provision of public improvements related to housing and residential development for a total of fifteen (15) fiscal years of division of revenue (beginning with the second fiscal year after the year of first certification of debt) in connection with housing projects.

Section 2. The City will not request Woodbury Central School District to pass a resolution authorizing the capture of the instructional support program levy for any years that tax increment is collected. Accordingly, there will be no capture of instructional support program levy for any years that tax increment is collected.

Section 3. The undersigned officials affirm they are duly authorized to execute this Agreement on behalf of the party for which they are signing.

Section 4. This Agreement may be executed in any number of counterparts, each of which shall constitute on and the same instrument.

**WOODBURY CENTRAL COMMUNITY
SCHOOL DISTRICT**

President

ATTEST:

Board Secretary

STATE OF IOWA)
) ss:
COUNTY OF WOODBURY)

On this _____ day of _____, 2020, before me the undersigned, a Notary Public in and for the State of Iowa, personal appeared _____ and _____, to me personally known, who, being duly sworn, did say that they are the individuals who executed the foregoing instrument; and _____ and _____ acknowledged the execution of said instrument to be their voluntary act and deed, voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF MOVILLE

Mayor, James Fisher

ATTEST:

City Clerk, Jodi Peterson

STATE OF IOWA)
) ss:
COUNTY OF WOODBURY)

On this _____ day of _____, 2020, before me the undersigned, a Notary Public in and for the State of Iowa, personal appeared James Fisher and Jodi Peterson, to me personally known, who, being duly sworn, did say that they are the individuals who executed the foregoing instrument; and James Fisher and Jodi Peterson acknowledged the execution of said instrument to be their voluntary act and deed, voluntarily executed.

Notary Public in and for the State of Iowa

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

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

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2020.

County Auditor for the Board of Supervisors
of Woodbury County, State of Iowa

(SEAL)

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

Date: 11/5/2020 Weekly Agenda Date: 11/10/2020

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

WORDING FOR AGENDA ITEM:

Approve Contract for project number L-B(C274)--73-97 - Jewell Avenue Bridge

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The bid was awarded for construction of a new 100' X 30' continuous concrete slab bridge to replace a bridge on Jewell Ave. northeast of Merville to Prahm Construction. Contracts have been returned.

BACKGROUND:

The county programmed bridge C274 for replacement in fiscal year 2020. The existing bridge is load restricted due to structural deterioration. A new slab bridge has been designed, required permits have been received, and the bid has been awarded for this project. Contract and bond have been returned for Board approval.

FINANCIAL IMPACT:

This bridge is paid for with local secondary road funds.

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

Yes No

RECOMMENDATION:

I recommend that the Board approve the contract and bond for project number L-B(C274)--73-97.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the contract and bond for project number L-B(C274)--73-97 with Prahm Construction for \$513,120.22.



WOODBURY COUNTY, IOWA CONTRACT

Kind of Work Bridge Replacement
 Project No. L-B(C274)--73-97 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Matthew Ung, Marty Pottebaum, Keith Radig, Rocky De Witt, and Justin Wright, Contracting Authority, and Prahm Construction Slayton, MN, Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____
Five Hundred Thirteen Thousand One Hundred Twenty and 22/100 (\$513,120.22)

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

| Item No. | Item | Quantity | Unit Price | Amount |
|-----------------------------------|--|------------|------------|------------|
| Project: L-B(C274)--73-97 Group 1 | | | | |
| 1. | Clearing and Grubbing | 0.50 Acres | \$1,500.00 | \$ 750.00 |
| 2. | Embankment-In-Place | 5,282 C.Y. | 6.15 | 32,484.30 |
| 3. | Excavation Class 10 Roadway | 18 C.Y. | 22.20 | 399.60 |
| 4. | Excavation Class 13 Waste | 5 C.Y. | 79.50 | 397.50 |
| 5. | Excavation Class 10 Channel | 2,350 C.Y. | 5.95 | 13,982.50 |
| 6. | Granular Surfacing on Road, Crushed Concrete | 375 Ton | 20.75 | 7,781.25 |
| 7. | Removal of Existing Bridge | 1 L.S. | 34,540.00 | 34,540.00 |
| 8. | Excavation, Class 20 | 103 C.Y. | 79.00 | 8,137.00 |
| 9. | Structural Concrete (Bridge) | 227.6 C.Y. | 585.00 | 133,146.00 |
| 10. | Reinforcing Steel | 102 Lbs | 3.00 | 306.00 |
| 11. | Reinforcing Steel, Epoxy Coated | 59,173 Lbs | 1.09 | 64,498.57 |
| 12. | Concrete Open Railing, TL-4 | 222 L.F. | 81.00 | 17,982.00 |
| 13. | Culvert, Corrugated Metal Roadway Pipe, 24" Dia | 270 L.F. | 57.00 | 15,390.00 |
| 14. | Piles, Steel, HP 10x42 | 1,960 L.F. | 36.75 | 72,030.00 |
| 15. | Concrete Encasement of Steel H-Pile HP 10x42 P10L Type 3 | 252 L.F. | 99.00 | 24,948.00 |
| 16. | Gate, Outlet Control, Flap, 24" Diameter | 2 Each | 450.00 | 900.00 |
| 17. | Steel Beam Guardrail Barrier Transition Section, BA-221 | 4 Each | 1,000.00 | 4,000.00 |
| 18. | Steel Beam Guardrail End Anchor, Bolted | 4 Each | 100.00 | 400.00 |
| 19. | Steel Beam Guardrail Tangent End Terminal, BA-225 | 4 Each | 2,500.00 | 10,000.00 |
| 20. | Engineering Fabric | 550 S.Y. | 2.00 | 1,100.00 |
| 21. | Revetment, Class E | 670 Ton | 43.25 | 28,977.50 |
| 22. | Safety Closure | 2 Each | 125.00 | 250.00 |
| 23. | Traffic Control | 1 L.S. | 2,250.00 | 2,250.00 |
| 24. | Mobilization | 1 L.S. | 31,170.00 | 31,170.00 |
| 25. | Mulching | 0.50 Acre | 4,500.00 | 2,250.00 |
| 26. | Seeding and Fertilizing (Rural) | 0.50 Acre | 4,500.00 | 2,250.00 |
| 27. | Silt Fence | 800 L.F. | 3.50 | 2,800.00 |

TOTAL BID

\$513,120.22

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer under the date of September 24, 2020

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

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. L-B(C274)--73-97 in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

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

| Approximate Starting Date | Specified Starting Date | Late Start Date | Number of Working Days |
|---------------------------|-------------------------|-----------------|------------------------|
| | | April 1, 2020 | 60 |

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

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

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

_____ day of _____, 20_____

Approved:

By _____
 Contractor: Prahm Construction

By _____
 Contracting Authority: Woodbury County Board Chairperson

Date _____

Date _____

ITEMS TO INCLUDE ON AGENDA FOR NOVEMBER 10, 2020**WOODBURY COUNTY, IOWA**

Woodbury County Law Enforcement Center Authority.

- Resolution approving and authorizing the revised Exhibit C to the Lease Agreement between Woodbury County Law Enforcement Center Authority and Woodbury County, Iowa.

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

November 10, 2020

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

Absent: _____

* * * * *

Board Member _____ introduced the following resolution entitled "RESOLUTION APPROVING AND AUTHORIZING THE REVISED EXHIBIT C TO THE LEASE AGREEMENT BY AND BETWEEN WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY AND WOODBURY COUNTY, IOWA", and moved that the resolution be adopted. Board Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Resolution was duly adopted as follows:

**RESOLUTION APPROVING AND AUTHORIZING THE
REVISED EXHIBIT C TO THE LEASE AGREEMENT BY AND
BETWEEN WOODBURY COUNTY LAW ENFORCEMENT
CENTER AUTHORITY AND WOODBURY COUNTY, IOWA**

WHEREAS, there has heretofore been established Base Rent payments pursuant to a Lease Agreement by and between the Woodbury County Law Enforcement Center Authority and Woodbury County, Iowa, dated September 1, 2020 (the "Lease Agreement"), as amended, which Base Rent is and will continue to be collected as set forth therein; and

WHEREAS, pursuant to Article VII of the Lease Agreement, Exhibit C shall be updated by the Authority's Municipal Advisor within 30 days after issuance of the Law Enforcement Center Facilities Revenue Bonds.

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

Section 1. That amended Exhibit C attached hereto, is hereby approved and shall be substituted and made a part of the Lease Agreement.

Section 2. That, except as amended hereby, all other aspects of the Lease Agreement are hereby ratified, confirmed and approved and remain in full force and effect.

PASSED AND APPROVED this 10th day of November, 2020.

Chairperson

ATTEST:

County Auditor

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

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

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2020.

County Auditor, Woodbury County, Iowa

EXHIBIT C

Schedule of Base Rent Payments

| | |
|-----------|-----------------|
| 11/1/2021 | \$ 638,558.63 |
| 5/1/2022 | \$ 1,092,469.60 |
| 11/1/2022 | \$ 289,593.60 |
| 5/1/2023 | \$ 1,444,593.60 |
| 11/1/2023 | \$ 284,344.13 |
| 5/1/2024 | \$ 1,449,344.13 |
| 11/1/2024 | \$ 277,476.45 |
| 5/1/2025 | \$ 1,457,476.45 |
| 11/1/2025 | \$ 269,930.35 |
| 5/1/2026 | \$ 1,464,930.35 |
| 11/1/2026 | \$ 260,406.20 |
| 5/1/2027 | \$ 1,470,406.20 |
| 11/1/2027 | \$ 249,855.00 |
| 5/1/2028 | \$ 1,484,855.00 |
| 11/1/2028 | \$ 237,597.63 |
| 5/1/2029 | \$ 1,497,597.63 |
| 11/1/2029 | \$ 224,399.13 |
| 5/1/2030 | \$ 1,509,399.13 |
| 11/1/2030 | \$ 209,975.00 |
| 5/1/2031 | \$ 1,524,975.00 |
| 11/1/2031 | \$ 194,556.63 |
| 5/1/2032 | \$ 1,544,556.63 |
| 11/1/2032 | \$ 178,120.38 |
| 5/1/2033 | \$ 1,553,120.38 |
| 11/1/2033 | \$ 160,692.25 |
| 5/1/2034 | \$ 1,570,692.25 |
| 11/1/2034 | \$ 142,115.50 |
| 5/1/2035 | \$ 1,592,115.50 |
| 11/1/2035 | \$ 122,286.75 |
| 5/1/2036 | \$ 1,612,286.75 |
| 11/1/2036 | \$ 99,266.25 |
| 5/1/2037 | \$ 1,634,266.25 |
| 11/1/2037 | \$ 75,550.50 |
| 5/1/2038 | \$ 1,660,550.50 |
| 11/1/2038 | \$ 51,062.25 |
| 5/1/2039 | \$ 1,681,062.25 |
| 11/1/2039 | \$ 25,878.75 |
| 5/1/2040 | \$ 1,700,878.75 |