NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(APRIL 14, 2015) (WEEK 16 OF 2015)

Agenda and Minutes also available at
www.woodburyiowa.com

Larry D. Clausen	Mark A. Monson	Jaclyn D. Smith	Jeremy J. Taylor	Matthew A. Ung
389-5329	204-1015	898-0477	259-7910	490-7852
lclausen@sioux-city.org	mark@mudflap.com	jasmith@sioux-city.org	jeremytaylor@cableone.net	matthewung@sioux-city.org

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held April 14, 2015 at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

4:30 p.m.

1. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence
2. Citizen Concerns — Information
3. Approval of the agenda (April 14, 2015) — Action
4. Approval of the minutes of April 7, 2015 meeting — Action
5. Discussion and approval of claims — Action
6. Human Resource – Ed Gilliland
   a. Approval of Memorandum of Personnel Transactions — Action
   b. Authorize Chairman to Sign Authorization to Initiate Hiring Process — Action
   c. Woodbury County Vision Statement, Discussion and Action — Action
7. Siouxland District Health – Kevin Grieme
   a. Success Story: Disease investigation and follow-up work in protecting residents from communicable diseases. — Information
   b. Action of request to make internal building modifications at the request of The Child Health Specialty Clinic located within SDHD, 1014 Nebraska Street — Action

4:40 p.m. (Set time) 8. Board Administration/Public Bidder – Karen James

a. Public Hearing and Sale of Property Parcel #475410 (aka 1608 W. 6th Street) Action

4:42 p.m. (Set time) b. Public Hearing and Sale of Property Parcel #334080 (aka 2730 Prospect Street) Action

4:44 p.m. (Set time) c. Public Hearing and Sale of Property Parcel #511590 (aka 1005 W. 6th Street) Action

d. Approval of Resolution for Notice of Property Sale Parcel #260761 Action

9. County Auditor – Patrick Gill
   a. Please receive the appointment of Horst Zittlau, 1304 Warrior Road, Sergeant Bluff, IA as Woodbury Township Trustee, to fill the office previously held by Richard French, until the next regular election. The appointment was made on April 2, 2015. Action
   b. Proposed Bylaws Information

10. Rural Economic Development – David Gleiser
    Motion to authorize chairman to sign closing documents for Countryman Financial Group loan Action

11. County Weed Commissioner – Jered Jepsen
    Consideration of annual weed commissioner appointment and report to Iowa Department of Agriculture Action

12. Secondary Roads – Mark Nahra
    a. Consideration of the sale of a used piece of equipment to the city of Sioux City. Action
    b. Consideration of permits for installation of a new water line within the Highway Right of Way for Whiskey Creek Farms under 170th Street. Water line will Service a new irrigator. Action
    c. Consideration of permits for work within the Highway Right of Way for MidAmerican Energy by Andy Lehman for utility work on Old Hwy 75. Action
    d. Consider approval of a Hungry Canyons Project Agreement for Construction of a stream stabilization structure. Action
    e. Consideration and approval of a consultant services contract for archaeological/ historic investigation of seven county secondary road projects. Action
    f. Consideration of approval of the Secondary Road Budget for Iowa Department of Transportation. Action
    g. Consideration of the Secondary Road FY 2015-2020 Construction Program for Iowa Department of Transportation. Action

13. Board Administration – Dennis Butler
    Discussion and action on replacement of stairs of the main entry to the LEC Action

14. Board of Supervisors – Mark Monson
    We have had a complaint by a disabled person who was not able to get In the LEC with her wheelchair. She is requesting door openers be placed on the doors entering the LEC and Trosper-Hoyt Buildings Action

15. Board of Supervisors – Jeremy Taylor
    Information on Long-Term Facilities Planning Information

16. Building Services – Mark Elgert
    Opening of bids for Trosper-Hoyt building (front) re-facing of lower section Action

17. Reports on committee meetings Information

18. Citizen's Concerns Information

19. Board Concerns and Comments — Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

TUESDAY, APRIL 14	**10:00 a.m.**	Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, APRIL 15	**6:30 p.m.**	Woodbury County Solid Waste Agency (Sanitary Landfill) Executive Committee Meeting, Public Safety Center, Climbing Hill
TUESDAY, APRIL 21	**4:30 p.m.**	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
WEDNESDAY, APRIL 22	**12:00 noon**	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
THURSDAY, APRIL 23	**11:00 a.m.**	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office 1122 Pierce St., Sioux City, Iowa
MONDAY, APRIL 27	**6:00 p.m.**	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Moville, IA
TUESDAY, APRIL 28	**1:30 p.m.**	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
MONDAY, MAY 4	**6:00 p.m.**	Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, MAY 5	**4:00 p.m.**	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, MAY 6	**12:00 noon**	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, MAY 7	**5:00 p.m.**	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
TUESDAY, MAY 12	**10:00 a.m.**	Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, MAY 13	**8:05 a.m.**	Woodbury County Information Communication Commission, Board of Supervisors Chambers
	6:30 p.m.	911 Service Board Meeting, Public Safety Center, Climbing Hill
	8:00 p.m.	County's Mayor Association Meeting, Public Safety Center, Climbing Hill
THURSDAY, MAY 14	**7:00 p.m.**	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
TUESDAY, MAY 19	**4:30 p.m.**	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
WEDNESDAY, MAY 20	**12:00 noon**	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
THURSDAY, MAY 21	**11:00 a.m.**	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa

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.

#4

APRIL 7, 2015 — FIFTHTEENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, April 7, 2015 at 4:30 p.m. Board members present were Clausen, Ung, Monson, Taylor, and Smith. Staff members present were Karen James, Board Administrator, Dennis Butler, Finance/Operations Controller, Joshua Widman, Assistant County Attorney, Ed Gilliland, Human Resources Director, Gloria Mollet, Assistant Human Resources Director, Jean Jessen, Deputy County Auditor and Patrick Gill, Auditor/Clerk to the Board.

1. The meeting was called to order – Pledge of Allegiance to the Flag – Moment of Silence.

2. Citizen concerns.

3. Motion by Taylor second by Ung to approve the Agenda for April 7, 2015. Carried 5-0. Copy filed.

4. Motion by Clausen second by Taylor to approve the minutes of the March 31, 2015 Board meeting. Carried 5-0. Copy filed.

5. Motion by Monson second by Ung to approve the county's claims totaling $634,623.00. Carried 5-0. Copy filed.

6. Motion by Smith second by Taylor to approve the separation of Shawn Dennehey, Temporary Equipment Operator, Secondary Roads Dept., effective 3-27-15. End of Temporary Work; and the reclassification of Alesha Bieler, Secretary, County Attorney Dept., effective 4-24-15, $19.48/hour, 3%=$.64/hour. Per AFSCME Courthouse Contract agreement, from Grade 5/Step 2 to Grade 5/Step 3. Carried 5-0. Copy filed.

7. Motion by Clausen second by Taylor to approve the re-appointments of Bob Knowler, Tom Cooper and Jodi Sigler to the Community Action Agency of Siouxland Board of Directors. Carried 5-0. Copy filed.

11. Motion by Clausen second by Ung to approve and authorize the Chairperson to sign a Resolution for Weed Destruction Order. Carried 5-0.

WOODBURY COUNTY, IOWA
RESOLUTION #12,157
WEED DESTRUCTION ORDER

WHEREAS, it is the responsibility of each of Iowa County's Board of Supervisors to enforce the provisions of Chapter 317 of the Code of Iowa as amended with regard to the destruction of weeds, and

WHEREAS, under Chapter 317 of the Code of Iowa as amended each county Board of Supervisors must prescribe and order a program of weed destruction to be followed by landowners, tenants, and other persons in possession or control of land, and

WHEREAS, it has been determined by the Woodbury County Board of Supervisors that a program of weed destruction for the year 2015 is necessary,

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa that each landowner, tenant or other person in possession or control of private land shall on or before the dates stated below, destroy the below-listed noxious weeds on their land by spraying them with a suitable herbicide in a strength sufficient to kill such weeds.

1. May 18, 2015 - for musk, thistle, sow thistle, bull thistle, leafy spurge, perennial pepper grass, sour dock perennial, smooth dock perennial, and sheep sorrel perennial.

2. June 1, 2015 - for Canada thistle, Russian knapweed, buckhorn perennial, wild mustard annual, horse nettle, and teasel biennial.

3. June 8, 2015 - for field bindweed, wild carrot biennial, and quack grass.

4. June 15, 2015 - for butterprint annual, puncture vine annual, and cocklebur annual.

5. July 6, 2015 - for wild sunflower annual and poison hemlock.

6. October 5, 2015 - all thistles in the rosette stage.

BE IT FURTHER RESOLVED AND ORDERED that any person using county road Right-of-Way for haying or grazing are responsible for following the labeled restrictions listed on the following products used by Woodbury County Weed Commissioner: Grazon P&D, Streamline, and Perspective.

BE IT FURTHER RESOLVED AND ORDERED that all weeds on county trunk and local roads and between the fence lines of such roads, whether they be noxious weeds or other weeds, shall be cut or otherwise destroyed, to prevent seed production, by the owner of the land adjoining the road on or before June 19, 2015.

BE IT FURTHER RESOLVED that weeds that are not destroyed in compliance with the above order may be destroyed by the Weed Commissioner, and the costs of destruction by the Weed Commissioner, including the cost of serving notice, plus a penalty of twenty-five percent of total costs shall be assessed against the property upon which the weeds were destroyed, in the case of private lands, or against the adjoining land, in the case of weeds on county roads. Landowners are to contact Weed Commissioner and notify him if there are areas that should not be sprayed with herbicides.

SO RESOLVED this 7th day of April, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

12a. Motion by Ung second by Taylor to approve the permit for work within the Highway Right of Way for Kevin Heck for ditch cleanout on 310th St. Carried 5-0. Copy filed.

12b. Motion by Smith second by Taylor to approve the permit for work within the Highway Right of Way for Phred Linn for ditch cleanout on 110th St. Carried 5-0. Copy filed.

12c. Motion by Clausen second by Smith to approve the certification of completion for Maintenance Gravel Stockpile and Gravel Production at Peters Pit per contract 2014. Carried 5-0. Copy filed.

12d. Motion by Smith second by Clausen to approve the certification of completion for Maintenance Gravel Stockpile contract for 2014. Carried 5-0. Copy filed.

8. A public hearing was held at 4:40 p.m. for the sale of property parcel #007080 (312 W. 6th St., Sioux City). The Chairperson called on anyone wishing to be heard.

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

An auction was held and Shanell Inlay, Sioux City, and Silverio Palmillas, Sioux City, placed bids starting at $350.00 and ending at $1,700.00.

Motion by Clausen second by Taylor to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to Silverio Palmillas, 518 Market St., Sioux City, for real estate parcel #007080 (312 W. 6th St., Sioux City) for $1,700.00 plus recording fees. Carried 5-0.

RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA
RESOLUTION #12,158

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

By Silverio Palmillas De Leon in the sum of **One Thousand Seven Hundred Dollars & 00/100 ($1,700.00)**----------dollars.

For the following described real estate, To Wit:

Parcel #007080

E 50 ft Lots 1 & 2 Block 26, Sioux City Addition, City of Sioux City in the County of Woodbury, Iowa (312 W. 6th Street)

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

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

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

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

SO DATED this 7th Day of April, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

9. Megan Weaver of SIMPCO presented on the Western Iowa Community Improvement Regional Housing.

10. Jon Winkel, Mayor of Sergeant Bluff, presented the Dogwood Trail project by the City of Sergeant Bluff requesting TIF funds as part of the overall project. Copy filed.

12e. Motion by Clausen second by Smith to approve construction plans for project #L-B(P260)—73-97 on Grundy Ave. in section 29, township 87 north Range 45 west. Carried 5-0. Copy filed.

12g. Motion by Smith second by Clausen to approve the permit for work within the Highway Right of Way for Mike and Terri Pagan for back slope shaping on Charles Ave. Carried 5-0. Copy filed.

12f. Motion by Clausen second by Ung to approve the permit for work within the Highway Right of Way for Chris Aakhus for back slope shaping on Emmett Ave. Carried 5-0. Copy filed.

12h. A discussion was held on the Secondary Roads FY2016 to FY2020 Construction Program for Iowa Department of Transportation.

13. A discussion was held on long-term facilities planning. Copy filed.

14. A discussion was held on the implementation of community service recognition program.

15. Motion by Taylor second by Smith to approve providing stroke and artery screening, abdominal aortic aneurysm screening and peripheral arterial disease screening for Woodbury County Employees and Spouses over the age of forty and employees and spouses with a family history of those conditions at a cost $25 for all three tests. Carried 5-0.

16. Motion by Taylor second by Clausen to postpone action to approve the placing of door openers on the doors entering the LEC building. Carried 5-0.

17a. Motion by Smith second by Clausen to postpone action to approve the replacement of stairs of the main entry to the LEC building. Carried 5-0. Copy filed.

17b. Motion by Ung second by Taylor to approve the working with City of Sioux City to seek bids for garbage collection services. Carried 5-0. Copy filed.

18. Reports on committee meetings.

19. Citizen's concerns.

20. Board concerns and comments.

The Board adjourned the regular meeting until April 14, 2015.

Meeting sign in sheet. Copy filed.

#6a

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTION

DATE: April 14, 2015

*** PERSONNEL ACTION CODE:**

A- Appointment
T - Transfer
P - Promotion
D - Demotion
R-Reclassi
E- End of
S - Separa
O – Other

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Adkins, William	Secondary Roads	4-02-15	Temporary Equipment Operator			S	End of Temporary Work.
Murphy, Diane	County Attorney	4-30-15	Asst. County Attorney	$75,115/year	3.8%=$2811/ year	R	Per AFSCME Asst. County Attorney Contract agreement, from Step 7 to Step 8.
Donaghu, Justin	County Sheriff	4-30-15	Civilian Jailer	$17.83/hour	4%=$.69/hour	R	Per CWA Civilian Officers Contract agreement, from Class 3 to Class 2.

APPROVED BY BOARD DATE: _____

GLORIA MOLLET, ASST. HR DIRECTOR: Gloria Mollet

#6b

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE:

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Sheriff	(2) Deputy Sergeants 1-Courthouse Safety & Security (new position) & 1-Patrol (existing position)	CWA: $30.81/hour		
County Sheriff	Deputy	CWA: $21.12/hour		
	*Please See Attached Memos of Explanation			

Chairman, Board of Supervisors

(AUTHFORM2.doc/PER210)

Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@sioux-city.org
FAX: 712.279.6522

9 Apr 2015

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

The Woodbury County Sheriff's Office respectfully requests discussion and action on the creation of a Deputy Sergeants position for the Courthouse Security Division. We request this be placed on the agenda for the Tuesday, April 14, 2015 Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

David Drew

Dave Drew, Sheriff

Cc: file

Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@sioux-city.org
FAX: 712.279.6522

9 Apr 2015

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

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to hire for a Deputy Sergeants position for the Courthouse Security Division. We request this be placed on the agenda for the Tuesday, April 14, 2015 Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

David Drew

Dave Drew, Sheriff

Cc: file

Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@sioux-city.org
FAX: 712.279.6522

9 Apr 2015

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

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to promote for a Deputy Sergeants position for the Patrol Division. We request this be placed on the agenda for the Tuesday, April 14, 2015 Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

David Drew

Dave Drew, Sheriff

Cc: file

Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@sioux-city.org
FAX: 712.279.6522

9 Apr 2015

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

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to hire for a Deputy Sheriff position, effective July 1, 2015. We request this be placed on the agenda for the Tuesday, April 14, 2015 Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

David Drew

Dave Drew, Sheriff

Cc: file

#6C

WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

MEMORANDUM

TO: **Board of Supervisors**

FROM: **Ed Gilliland, Human Resources Director**
Gloria Mollet, Human Resources Assistant Director
gmollet

RE: **Woodbury County Vision Statement**

DATE: **April 9, 2015**

We are presenting the current Woodbury County Vision Statement for your rev iew.

Woodbury County will be a leader in providing customer-friendly service through innovative technology, continuous process improvement and collaborative efforts in the Tri-State area.

We are asking for discussion and action on the current Woodbury County Vision Statement confirming that this is the vision statement to go forward with.

Thank you

#7a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: April 8, 2015

Weekly Agenda Date: April 14,2015

DEPARTMENT HEAD / CITIZEN: Kevin Grieme – Siouxland District Health Department

SUBJECT: **Success Story from Siouxland District Health Department**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☐
Give Direction ☐	Other: Informational ☒	Attachments ☐

WORDING FOR AGENDA ITEM: Success Story: Disease investigation and follow-up work in protecting residents from communicable diseases.

EXECUTIVE SUMMARY: Linda Drey, Nursing Division Director will provide education to the Board of Supervisors on the a disease investigation and treatment for a Woodbury County resident.

BACKGROUND: As the public health agency for Woodbury County, Siouxland District Health Department follows up and investigates many diseases. The information shared will provide a brief overview of what the disease investigation process looks like and how SDHD cooperates with other entities to complete this work.

FINANCIAL IMPACT: No additional funds requested, but when looking at preventative measures, it is difficult to determine what type of financial commitments you may have prevented through this work.

RECOMMENDATION: No

ACTION REQUIRED: No action requested for this item. Board education only.

Approved by Board of Supervisors March 3, 2015.

#7b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: April 8, 2015

Weekly Agenda Date: April 14,2015

DEPARTMENT HEAD / CITIZEN: Kevin Grieme – Siouxland District Health Department

SUBJECT: **Approval of renovation in Child Health Specialty Clinic area within SDHD.**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☐

WORDING FOR AGENDA ITEM: Action of request to make internal building modifications at the request of The Child Health Specialty Clinic located within SDHD, 1014 Nebraska Street.

EXECUTIVE SUMMARY: This request is the result of a need for the Child Health Specialty Clinic for additional office space within the area they currently lease. This is to accommodate the services they provide.

BACKGROUND: The Child Health Specialty Clinic leases 1,350 square feet of space with Siouxland District Health Department located at 1014 Nebraska Street. The rent of this space generates revenue that offsets the overhead expenses of the building that would otherwise need to be covered by program revenue and tax funds. This agreement has been in place since January 2013. They now need to add one office to accommodate additional staff and the services they provide. For this proposed building improvement, two bids have been secured with the lowest being $9,654.

FINANCIAL IMPACT: There would be no long term financial impact. This would be paid by Siouxland District Health Department and would then be reimbursed by The Child Health Specialty Clinic over a 19 month period by an amendment to their current lease.

RECOMMENDATION: To approve the proposed building modification in the amount of $9,654 in the facility located at 1014 Nebraska Street.

ACTION REQUIRED: Motion to approve the proposed building modification

Approved by Board of Supervisors March 3, 2015.

#8a

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #475410

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

Lot Three, Block Nine, South Smith's Villa Addition to City of Sioux City, Woodbury County, Iowa
(1608 W. 6th Street)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **14th Day of April, 2015 at 4:40 o'clock p.m.** in the basement of the Woodbury County Courthouse.

2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **14th Day of April, 2015**, 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 $686.00** 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 31st Day of March, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Russell Snyder Date: 6/25/14

Address: 1612 W. 6th St. Phone: 490-8033

Address or approximate address/location of property interested in:

1608 W. 6th St.

GIS# 894729107008

*This portion to be completed by Board Administration *

Legal Description:

Lot 3 Block 9 So. Smiths Villa City of Sioux City, Woodbury County, Iowa

Tax Sale #/Date: 1009 6/20/11 Parcel # 475410

Tax Deeded to Woodbury County on: 3/23/2015

Current Assessed Value: Land $5,600- Building Ø Total $5,600-

Approximate Delinquent Real Estate Taxes: $500-

Approximate Delinquent Special Assessment Taxes: $20,600-

*Cost of Services: $126

Inspection to: George Baykin Date: 6/25/14

Minimum Bid Set by Supervisor: $560.00

Date and Time Set for Auction: April 14th @ 4:40 p.m.

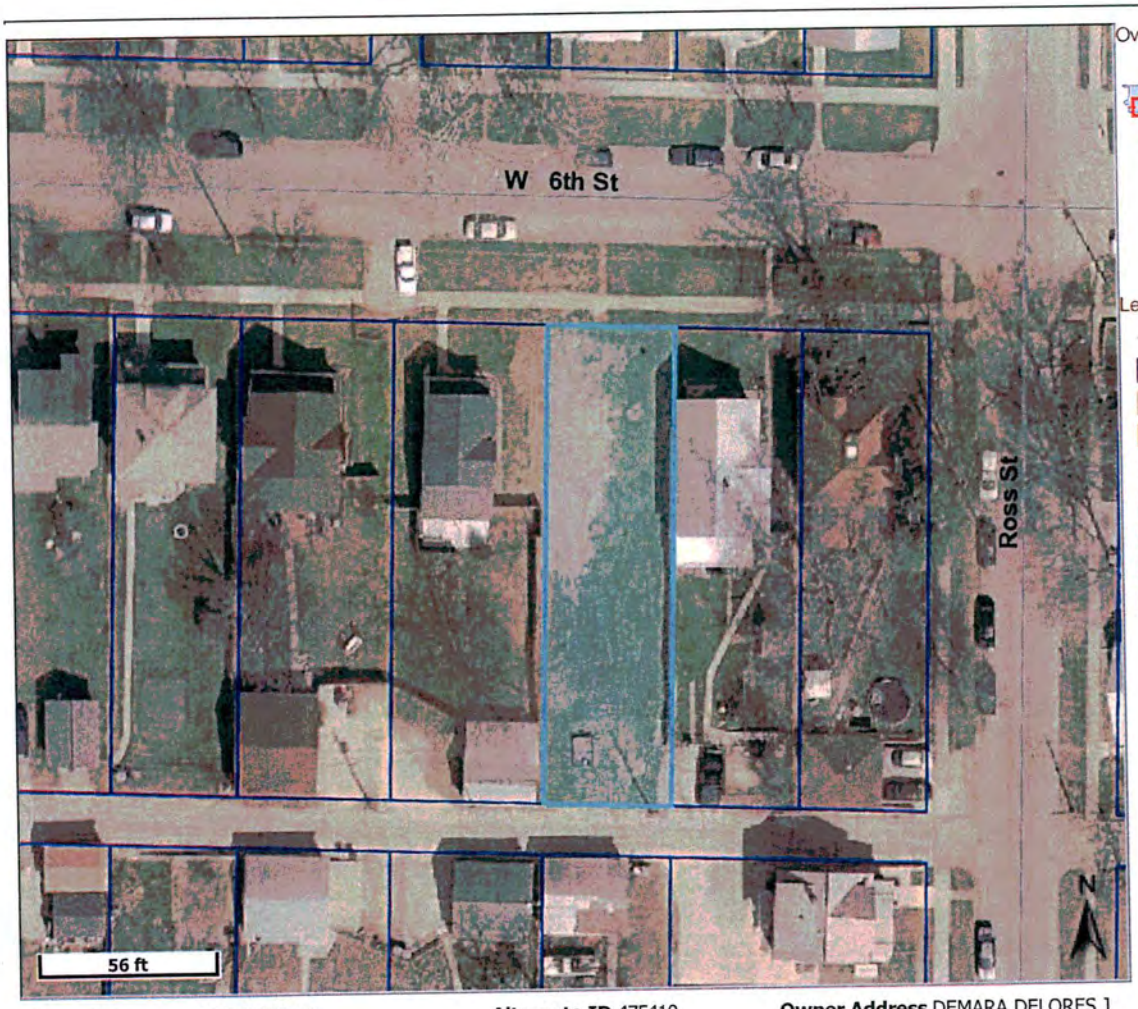
* Includes: Abstractors costs; Sheriff's costs: publishing costs; and mailing costs.

(MinBidReq/MSWord)

Woodbury County, IA / Sioux City

beacon™

Date Created: 6/25/2014



Legend

- Roads
- Corp Boundaries
- Townships
- Sections

Residential Sales

- 2012
- 2013
- 2014
- Parcels

Parcel ID	894729107008	**Alternate ID**	475410	**Owner Address**	DEMARA DELORES J
Sec/Twp/Rng	0-0-0	**Class**	R		1608 W 6TH ST
Property Address	1608 W 6TH ST SIOUX CITY	**Acreage**	n/a		SIOUX CITY, IA 51103-0000

District 087 SC LL SIOUX CITY COMM

Brief Tax Description SO SMITHS VILLA
LOT 3 BLK 9
(Note: Not to be used on legal documents)

Last Data Upload: 6/25/2014 8:51:35 AM

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The Schneider Corporation
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Woodbury County, IA / Sioux City

beacon™

Date Created: 6/25/2014

Parcel ID 894729107008
Sec/Twp/Rng 0-0-0
Property Address 1608 W 6TH ST
SIOUX CITY

Alternate ID 475410
Class R
Acreage n/a

Owner Address DEMARA DELORES J
1608 W 6TH ST
SIOUX CITY, IA 51103-0000

District 087 SC LL SIOUX CITY COMM
Brief Tax Description SO SMITHS VILLA
LOT 3 BLK 9
(Note: Not to be used on legal documents)

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#9b

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #334080

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

Lot Four in Block Ten of Lowell Addition to the City of Sioux City, Woodbury County, Iowa
(2730 Prospect Street)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **14th Day of April, 2015 at 4:42 o'clock p.m.** in the basement of the Woodbury County Courthouse.

2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **14th Day of April, 2015**, 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 $718.00** 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 31st Day of March, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Jody Orr Date: 5/7/14

Address: 252 152nd St. SSC, NE 68776 Phone: 494-2986 (402)

Address or approximate address/location of property interested in:

2730 Prospect St.

GIS # 894722127005

*This portion to be completed by Board Administration *

Legal Description:

Lot 4 in Block 10 of Lowell's an Addition to Sioux City, Woodbury County, Iowa

Tax Sale #/Date: #1068 6/20/11 Parcel # 334080

Tax Deeded to Woodbury County on: 12/4/2014

Current Assessed Value: Land $8,400- Building $0 Total $8,400-

Approximate Delinquent Real Estate Taxes: $706-

Approximate Delinquent Special Assessment Taxes: $15,429-

*Cost of Services: $118-

Inspection to: George Baykin Date: 5/7/14

Minimum Bid Set by Supervisor: $600.00

Date and Time Set for Auction: April 14th @ 4:42 p.m.

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

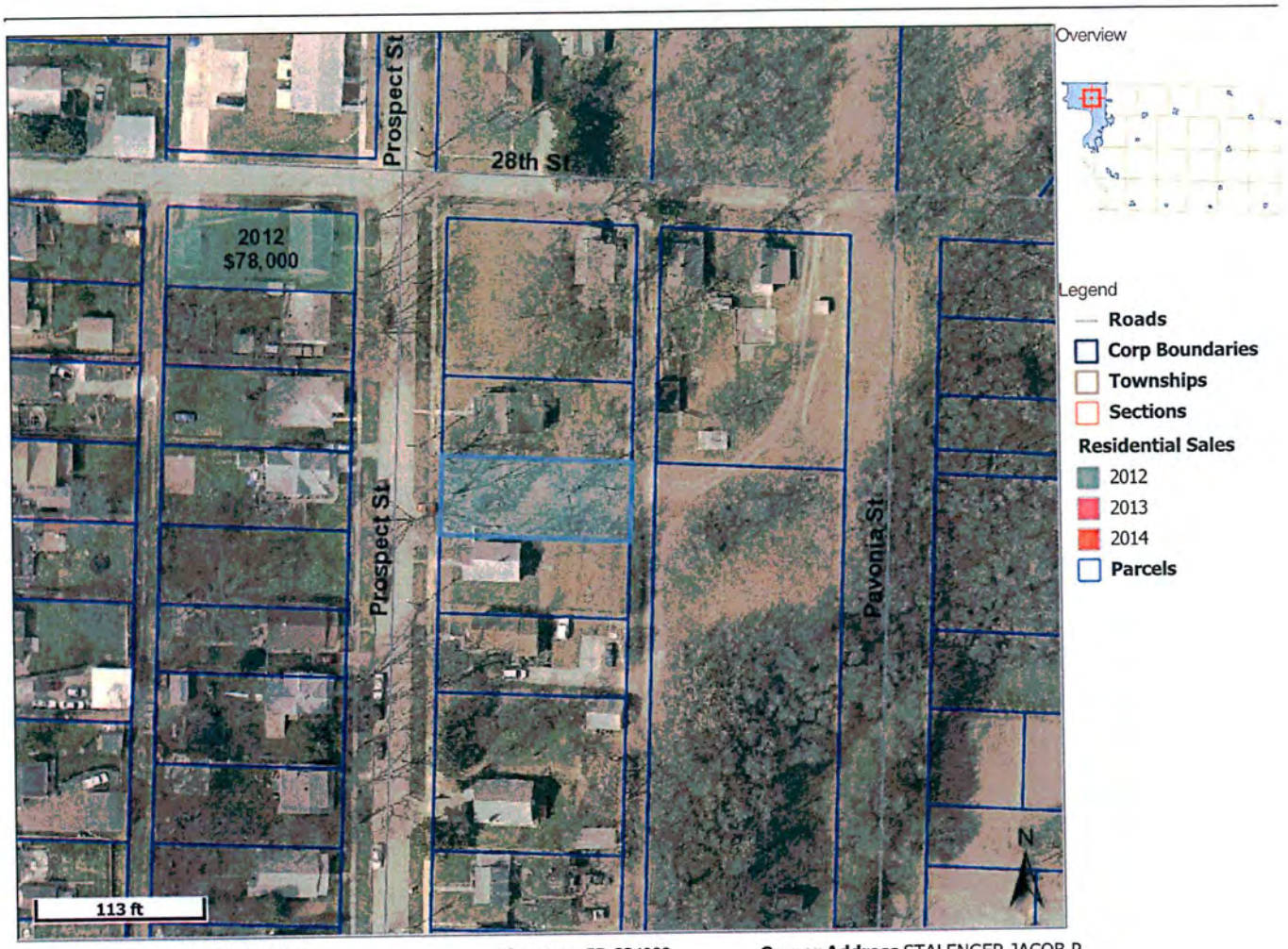
(MinBidReq/MSWord)

677 905

Woodbury County, IA / Sioux City

beacon™

Date Created: 5/7/2014



Parcel ID	894722127005	**Alternate ID**	334080	**Owner Address**	STALENGER JACOB P STALENGER VERA MAE 8634 ASHBURY CT ROSEVILLE, CA 95747-6350
Sec/Twp/Rng	0-0-0	**Class**	R		
Property Address	2730 PROSPECT ST SIOUX CITY	**Acreage**	n/a		

District 137 SC LL- TETON AREA LL

Brief Tax Description LOWELL
LOT 4 BLK 10
(Note: Not to be used on legal documents)

Last Data Upload: 4/29/2014 1:42:27 AM

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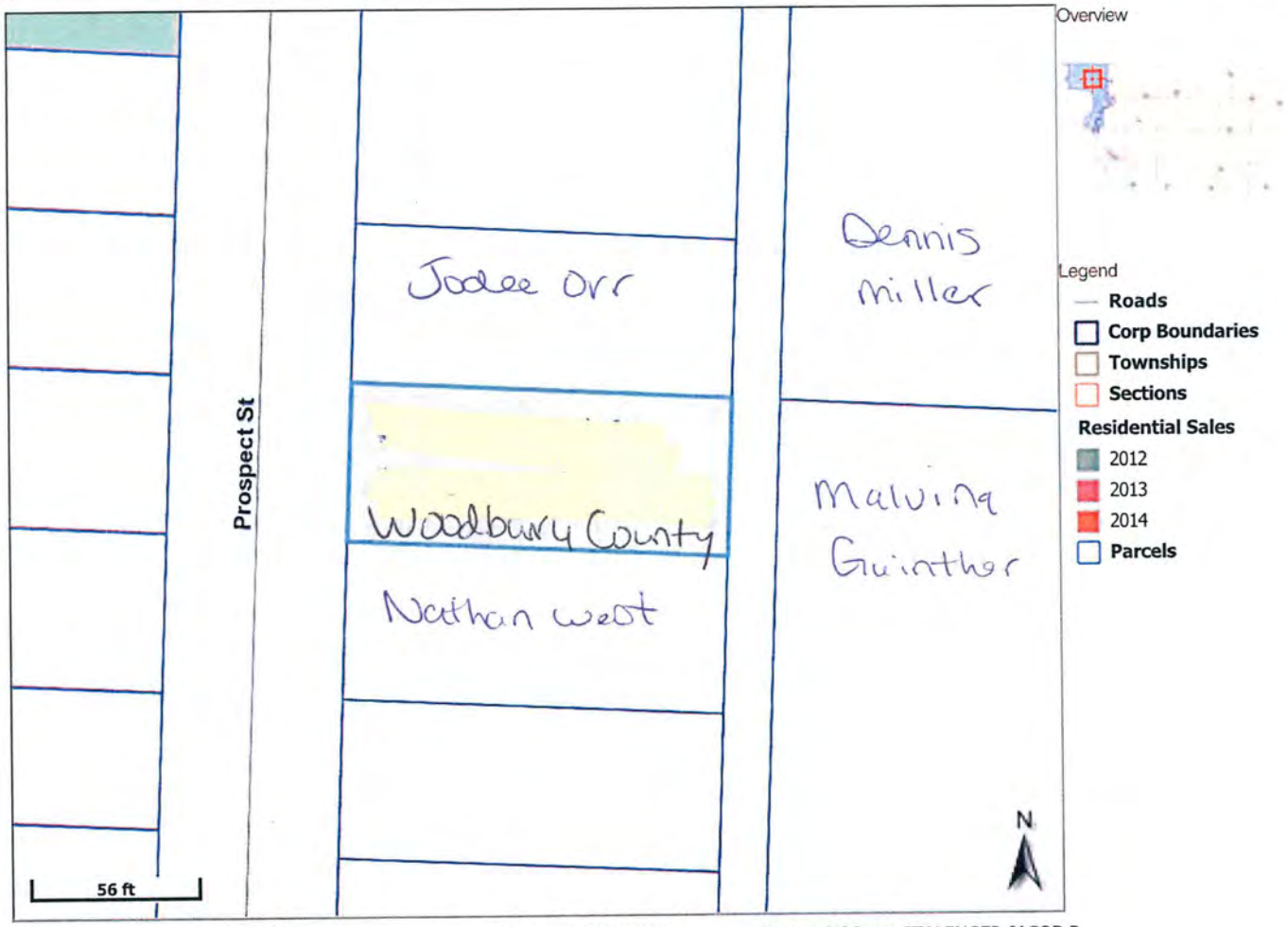
Woodbury County, IA / Sioux City

beacon™

Date Created: 5/7/2014



Parcel ID	894722127005	**Alternate ID**	334080	**Owner Address**	STALENGER JACOB P STALENGER VERA MAE 8634 ASHBURY CT ROSEVILLE, CA 95747-6350
Sec/Twp/Rng	0-0-0	**Class**	R		
Property Address	2730 PROSPECT ST SIOUX CITY	**Acreage**	n/a		

District 137 SC LL- TETON AREA LL

Brief Tax Description LOWELL
LOT 4 BLK 10
(Note: Not to be used on legal documents)

Last Data Upload: 4/29/2014 1:42:27 AM

Schneider developed by
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www.schneidercorp.com

#8C

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #511590

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

All that part of Lots Six and Seven in Block Eight, Tredway's Addition to Sioux City, lying West of a line parallel to and distant 60 feet at right angles westerly from the southeasterly line of said Lot Seven, in said Block Eight, in the County of Woodbury and State of Iowa
(1005 W. 6th Street)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **14th Day of April, 2015 at 4:44 o'clock p.m.** in the basement of the Woodbury County Courthouse.

2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **14th Day of April, 2015**, 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 $228.00** 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 31st Day of March, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: George Naylor **Date:** 11-25-13

Address: 1114 W6th St. Sioux City **Phone:** 251-4785

Address or approximate address/location of property interested in:

1005 W6th St.

894729133004

GIS PIN #

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

Legal Description:

Westerly Part Lot 6 Block 8 + Westerly Part Lot 7 Block 8
Tredways Addition

Tax Sale #/Date: 00911/2012 **Parcel #** S11590

Tax Deeded to Woodbury County on: 1/16/2015

Current Assessed Value: Land 6,000 **Building** — **Total** —

Approximate Delinquent Real Estate Taxes: $103.00

Approximate Delinquent Special Assessment Taxes: $25,668.00

***Cost of Services:** $ min. bid. 103.00 $125 cost of services

Inspection to: Larry Clausen **Date:** 11-26-13

Minimum Bid Set by Supervisor: H8 total: $228

Date and Time Set for Auction: April 14th @ 4:44 p.m

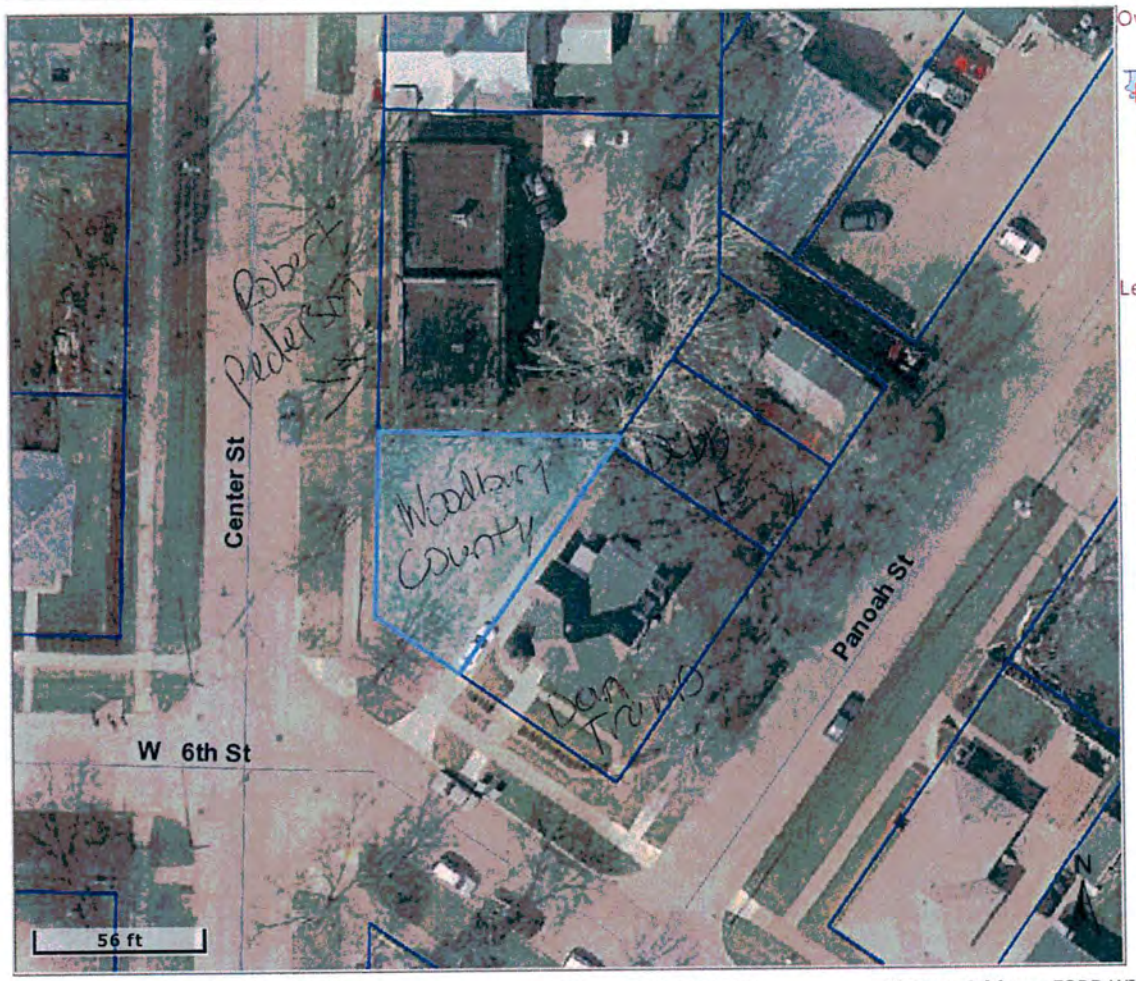
* Includes: Abstractors costs; Sheriff's costs: publishing costs; and mailing costs.

(MinBidReq/MSWord)

Woodbury County, IA / Sioux City

beacon™

Date Created: 11/25/2013



Overview

Legend

- Roads
- Corp Boundaries
- Townships
- Sections

Residential Sales

- 2011
- 2012
- 2013
- Parcels

Parcel ID	894729133004	**Alternate ID**	511590	**Owner Address**	FORD WILLIE J
Sec/Twp/Rng	0-0-0	**Class**	R		FORD JESSIE P
Property Address	1005 W 6TH ST SIOUX CITY	**Acreage**	n/a		

District 087 SC LL SIOUX CITY COMM

Brief Tax Description TREDWAYS
WLY PT LOT 6 BLK 8 &
WLY PT LOT 7 BLK 8
(Note: Not to be used on legal documents)

Last Data Upload: 11/23/2013 3:19:08 AM

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#8d

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #260761

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

West 18 feet Lot 3 & Lots 4 & 5, Block 16, Hornick's Addition, City of Sioux City, Woodbury County, Iowa
(1814 W. 3rd 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 **28th Day of April, 2015 at 4:40 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 **28th Day of April, 2015**, 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 $350.00** 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 14th Day of April, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Matt Kelsheimer **Date:** 11-3-14

Address: 1817 W. 2nd St. **Phone:** 251-3798

Address or approximate address/location of property interested in:

1814 W 3rd St.

8947 30 286 002

GIS PIN #

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

Legal Description:

W 18 ft. Lot 3 & Lots 4 & 5 Block 16 Hornicks Addition

Tax Sale #/Date: 111-1971, 112-1971, 113-1971 **Parcel #** 260761

Tax Deeded to Woodbury County on: 9-18-73

Current Assessed Value: Land 8,000 **Building** 0 **Total** 8,000

Approximate Delinquent Real Estate Taxes: $626.00

Approximate Delinquent Special Assessment Taxes: —

***Cost of Services:**

Inspection to: George Boykin **Date:** 11-3-14

Minimum Bid Set by Supervisor: $350.00

Date and Time Set for Auction:

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

(MinBidReq/MSWord)

Woodbury County, IA / Sioux City

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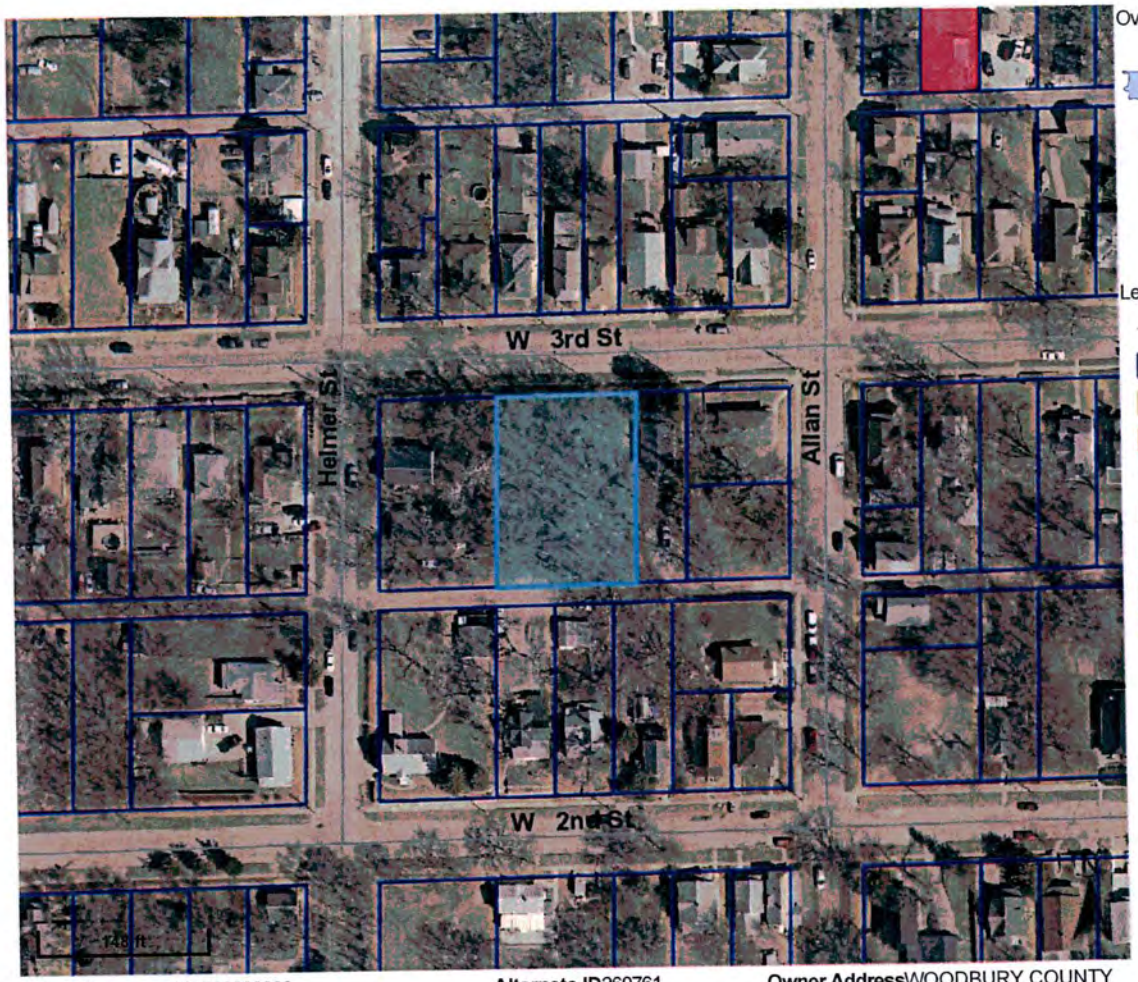
Date Created: 4/8/2015



Legend

- Roads
- Corp Boundaries
- Townships
- Sections

Residential Sales

- 2013
- 2014
- 2015
- Parcels

Parcel ID	894730286002	**Alternate ID**	260761	**Owner Address**	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	**Class**	R		620 DOUGLAS ST
Property Address	1814 W 3RD ST	**Acreage**	n/a		SIOUX CITY, IA 51101-0000
	SIOUX CITY				

District 087 SC LL SIOUX CITY COMM

Brief Tax Description HORNICKS
W 18 FT. LOT 3 AND L
OTS 4 & 5 BLK 16
(Note: Not to be used on legal documents)

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Date Created: 4/8/2015

Overview

Legend

- Roads
- Corp Boundaries
- Townships
- Sections

Residential Sales

- 2013
- 2014
- 2015
- Parcels

Parcel ID	894730286002	**Alternate ID**	260761	**Owner Address**	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	**Class**	R		620 DOUGLAS ST
Property Address	1814 W 3RD ST	**Acreage**	n/a		SIOUX CITY, IA 51101-0000
	SIOUX CITY				

District 087 SC LL SIOUX CITY COMM

Brief Tax Description HORNICKS
W 18 FT. LOT 3 AND L
OTS 4 & 5 BLK 16
(Note: Not to be used on legal documents)

Last Data Upload: 4/8/2015 7:07:16 AM

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WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REC
Approved on March 3, 2015 by the Board of Supervisors

#9a

Date Submitted: 04/06/2015

Weekly Agenda Date: 04/14/2015

Department Head/ Citizen: Patrick F. Gill

Subject: Receive the appointment of Woodbury Township Trustee

ACTION REQUIRED:

- ☐ **Approve Ordinance**
- ☐ **Approve Resolution**
- ☑ **Approve Motion**
- ☐ **Give Direction**
- ☐ **Other Informational**
- ☑ **Attachments**

Wording for Agenda Item: Please receive the appointment of Horst Zittlau, 1304 Warrior Road, Sergeant Bluff, IA as Woodbury Township Trustee, to fill the office previously held by Ronald French, until the next regular election. The appointment was made on 04/02/2015.

Executive Summary:

Background:

Financial Impact:

Recommendation:

Action Required: To receive the appointment.

TO: Patrick F. Gill, Woodbury County Auditor/Recorder & Commissioner of Elections

From: Woodbury Township — School/City/Township/Extension/Soil & Water

Casey Lee — Secretary/Clerk

4/02/15 — Date

This is to notify you and the Board of Supervisors of Woodbury County that the following person has been appointed until the next regular/general election:

For the office of Trustee

Name Horst Zittlau

Address 1304 Warrior Rd.

City/Zip Sgt. Bluff, IA 51054

This appointment is to fill the office previously held by:

Ronald French

(Name of previous official)

PATRICK F. GILL
WOODBURY COUNTY
2015 APR 2 PM 3 46
AUDITOR RECORDER
COMM OF ELECTIONS

#96

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: 4/9/15

Weekly Agenda Date: 4/14/15

DEPARTMENT HEAD / CITIZEN: Pat Gill

SUBJECT: Bylaws

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☐
Give Direction ☐	Other: Informational ☒	Attachments ☐

WORDING FOR AGENDA ITEM: PROPOSED BYLAWS

EXECUTIVE SUMMARY: CONSIDERATION OF PROPOSED BYLAWS

BACKGROUND: AUDTITOR WAS TASKED TO DEVELOP PROPOSED BYLAWS FOR THE BOARD

FINANCIAL IMPACT: 0

RECOMMENDATION: PLACE ON THE 4/21/15 AGENDA TO CONSIDER ADOPTION

ACTION REQUIRED: INFORMATION ONLY

Approved by Board of Supervisors March 3, 2015.

BYLAWS
OF
THE WOODBURY COUNTY BOARD OF SUPERVISORS

ARTICLE 1
Name

The name of this statutorily created assembly is the Woodbury County Board of Supervisors.

ARTICLE II
Purpose

The purpose of this assembly is to perform the duties of the Board of Supervisors according to the Iowa Code.

ARTICLE III
Members

There are five members of the Woodbury County Board of Supervisors. They are elected at large from Woodbury County, Iowa but with equal-population district residence requirements.

ARTICLE IV
Officers

Section 1. Officers and Duties. The officers shall be a Chairperson, a Vice Chairperson and a Clerk to the Board. These officers shall perform the duties as prescribed by Iowa Code, these bylaws and by the parliamentary authority adopted by the Board in descending order.

a. **Chairperson.** The Chairperson shall preside at all the meetings of the Board during the year. The Chairperson shall make all committee assignments to committees recognized in these bylaws. The Chairperson shall set the tentative agenda for all meetings of the Board. The Chairperson shall oversee the daily operations of county administration while acting within the policies established by the Board. The Chairperson shall be authorized to establish special purpose committees as needed subject to approval of the Board.
b. **Vice Chairperson.** The Vice Chairperson shall serve during the absence of the Chairperson.
c. **Clerk to the Board.** The Auditor and Recorder or the designee of the Auditor and Recorder shall serve as Clerk to the Board *ex officio*. The Clerk to the Board shall be recognized as the parliamentarian for all meetings of the Board.

Section 2. Time, Nomination Procedure, Method of Elections and Term of Office. The election of The Chairperson and Vice Chairperson shall occur at the first meeting in each year. Nominations shall be made from the floor and elections shall be by roll call vote. A temporary

chair shall be elected to preside over the election of the Chairperson. The Chairperson's term shall begin immediately. The Chairperson will preside over the election of the Vice Chairperson.

ARTICLE VI
Meetings

Section 1. Compliance with Open Meetings Law. All meetings of the Board shall be scheduled and conducted in compliance with Chapter 21 of the Code of Iowa and other applicable law.

Section 2. First Meeting. The Board shall meet on the first day of January which is not a Saturday, Sunday or holiday.

Section 3. Regular Meetings. The Board shall hold regular meetings on each Tuesday of the year unless canceled or postponed by a majority of the Board.

Section 4. Special Meetings. The Board may hold special meetings from time to time as required to conduct the business of the county. A special meeting may be called by the Chairperson or by the Vice Chairperson in the absence of the Chairperson.

Section 5. Agenda. Items to be considered for a meeting shall be submitted in a format prescribed by the Board. All items requested for Board action shall be submitted in the form of a proposed written motion. The Chairperson shall place an item on the agenda for a subsequent meeting when directed by a majority of the Board.

Section 6. Quorum and Consensus. A quorum and consensus shall consist of three members of the Board. A quorum is required to transact the official business of the County.

Section 7. Majority Required. Unless where otherwise provided by law, a majority of the quorum present is required for the adoption of any matter to come before the Board.

Section 8. Manner of Acting. Remarks by members shall be limited to ten minutes unless an extension is granted by a majority of the Board. A member or any other elected official of the county shall address the Chairperson and confine their remarks to the question before the Board and shall be respectful of other elected officials and avoid referencing or questioning the motives of another elected official.

Section 9. Roll Call Votes. The Chairperson shall order a roll call vote when requested by a member. The roll shall be called alphabetically except the Chairperson shall be called last. If a member is not ready to vote, the member may pass and shall be called upon again after the roll has been completely called and shall vote or abstain.

Section 10. Effect of Abstention. When a member abstains due to a conflict of interest, the vote of the Board shall be computed on the basis of the number of members not disqualified by reason of conflict of interest. However, at least three (3) members eligible to vote are required for a quorum on any matter. Abstentions that are not due to a conflict of interest shall be counted as a "no" vote.

Section 11. Electronic Participation. A member of the Board may participate in a meeting by electronic means only in circumstances where participation in person is impossible or impractical. Any member participating electronically shall be connected by a speaker phone, video conference, or other device or software, so that the public can hear any discussion by that member. The vote of any member participating electronically must be made public at the meeting and the minutes of the meeting shall include sufficient information to indicate the vote of each member participating.

ARTICLE VII
Committees

Section 1. Committees Required by Iowa Code. All Board representation on committees required by the Iowa Code shall be appointed by the Chairperson subject to approval of the Board.

Section 2. Committes Created by the provisions of Iowa Code Chapter 28E. All Board representation on committees required by 28E agreements shall be appointed by the Chairperson subject to approval of the Board and the requirements of the 28E agreement.

Section 3. Committees Created by Agreement. All Board representation on committees required by agreement shall be appointed by the Chairperson subject to approval of the Board.

Section 4. Committees Created for Special Purpose. All Board representation on committees required for a special purpose shall be appointed by the Chairperson subject to approval of the Board.

ARTICLE VIII
Conflicts of Interest

Except as otherwise provided by law, members shall not have an interest, direct or indirect, in any contract, or job of work, or material, or the profits thereof, or services to be furnished or performed for Woodbury County. Members should avoid any action that would result in, or create the impression of, using public office for private gain, giving preferential treatment to any person, or losing impartiality in conducting county business.

ARTICLE IX
Parliamentary Authority

The rules contained in the most current edition of Robert's Rules of Order Newly Revised shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with the Iowa Code, these bylaws and any special rules of order that the Board may adopt.

ARTICLE X
Bylaws

Section 1. **Adoption of Bylaws.** Bylaws shall be adopted at the first meeting in each year.

Section 2. **Amendment of Bylaws.** These bylaws may be amended at any regular meeting of the Board with a majority vote, provided that the amendment has been submitted in writing at the previous regular meeting.

ADOPTED_____

_____
CHAIRPERSON

_____
ATTESTOR

#10

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: 04/09/15

Weekly Agenda Date: 04/14/15

DEPARTMENT HEAD / CITIZEN: David Gleiser

SUBJECT: Countryman Financial Group loan

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☐

WORDING FOR AGENDA ITEM: Motion to authorize chairman to sign closing documents for Countryman Financial Group loan.

EXECUTIVE SUMMARY: Application for County loan was presented to the Board for approval on 03/31/15, for the amount of $35,000 on a fixed term @ 2% interest. This will lease a newly renovated facility, and create 1 FT and 1 PT job.

BACKGROUND: Countryman Financial has applied and been approved for a County loan to start a new business in Moville.

FINANCIAL IMPACT: $35,000 from the Ivesting in Woodbury County RFL program.

RECOMMENDATION: Approve signing of closing documents.

ACTION REQUIRED: Motion to approve signing of closing documents.

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY, IOWA
LOAN AND SERVICING AGREEMENT

LOAN AND SERVICING AGREEMENT, executed this 14th day of April, 2015, by and between Woodbury County, Iowa (Woodbury County), with principal offices at 620 Douglas Street, County Courthouse, Sioux City, IA 51101, and Countryman Financial Group, LLC (Borrower/Debtor), with principal offices at 1264 Ida Avenue, Moville, IA 51039.

WITNESSETH

WHEREAS, Woodbury County and Borrower have heretofore or will hereafter enter into certain undertakings and agreements and execute certain instruments, including security and collateral instruments, for the purpose of enabling Woodbury County to lend to Borrower the initial sum of Thirty-Five Thousand--and--No/100's Dollars ($35,000.00).

WHEREAS, Woodbury County may lawfully lend said funds and Borrower may lawfully borrow same.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the parties expressed below, the parties hereby covenant and agree as follows:

1. Scope of Undertaking. It is understood and acknowledged that Woodbury County shall lend funds to Borrower necessary to purchase a book of business from EGR Insurance, Inc. in Moville, IA.

2. Loan. To further assist in the financial undertaking described in Section 1 above, Woodbury County shall lend Borrower the sum of Thirty-Five Thousand--and--No/100's Dollars ($35,000.00) subject to the terms and conditions of this Agreement and any ancillary agreements and instruments.

3. Note. The loan to Borrower shall be evidenced by a promissory note, in a form acceptable to Woodbury County, executed by Borrower's duly authorized official(s).

4. Payment. Repayment of the loan provided for in Sections 1 and 2 above shall be made under the terms and conditions contained in the promissory note for said loan.

5. Security. Borrower covenants, represents and warrants: (a) that a Security Agreement shall be executed granting Woodbury County a first security interest in all business assets now owned or hereafter acquired by the debtor, whether now existing or hereafter arising, and wherever located, together with the proper financing statements for filing in the appropriate public office or office(s); (b) that a Mortgage shall be executed granting Woodbury County a third security interest in the real property legally described on Exhibit A – Page 4; and (c) that a Personal Guarantee shall be executed by Christen J. Countryman.

6. Responsibility of Woodbury County. Woodbury County shall be responsible for the administration, monitoring and servicing of the loan from the inception of said loan through payment in full of all obligations to Woodbury County. All servicing actions of Woodbury County are expressly made subject to the terms of this Agreement, the Woodbury County Loan Program, and any promissory notes, security agreements and related instruments executed by and between Woodbury County, Borrower and Guarantors.

7. Borrower's Fees. Borrower shall be responsible for assuming all costs of closing, including attorney's fees and expenses incurred for filing or recording necessary to perfect a security interest in the assets of the Borrower. Borrower shall receive a written statement disclosing all fees and expenses associated with the loan closing.

8. Method of Repayment. Borrower shall repay the Woodbury County loan by making sixty (60) installment payments directly to Woodbury County at the address first written above in a sum including principal and interest computed as described in the promissory note evidencing said loan.

9. Additional Affirmative Covenants of Borrower. Borrower covenants, warrants, guarantees and represents:

(a) Borrower shall fully and faithfully repay the principal and interest due on all other debt of Borrower now existing or hereafter acquired.

(b) Borrower has the full power and authority to enter into this Agreement, undertake the borrowings provided for or reflected herein, and deliver the note or notes, and to execute and deliver the instruments and documents which may be required pursuant hereto; no consent or approval of any public authority or regulatory agency is required as a condition of validity of the obligation of Borrower under this Agreement; the note or notes or the documents or instruments contemplated hereby other than those consents or approvals which have already been obtained and copies of which have been delivered or will be delivered to Woodbury County pursuant to this or any ancillary agreements.

(c) There is no provision of any existing mortgage, indenture, contract, or agreement binding upon Borrower which would conflict with or in any way prevent the execution, delivery or performance of the terms of this Agreement.

(d) That neither Borrower nor a close relative of such entity is an officer, director or person or group of persons controlling as much as ten percent of the voting power of Woodbury County. If during the terms of this Agreement, Borrower or its affiliates acquire, directly or indirectly, in excess of ten percent ownership or interest in Woodbury County, all sums due and owing pursuant to the note given in connection with the loan referred to herein shall immediately become due and payable.

(e) That Borrower will take all reasonable actions to provide and maintain hazard insurance in such amounts and for such coverages as shall be satisfactory to Woodbury County and will further purchase Federal Flood Insurance in amounts and coverages satisfactory to Woodbury County if it becomes located within a special flood hazard area as defined by FEMA during the term of this loan and Federal Flood Insurance is available.

(f) Borrower will annually submit to Woodbury County financial statements consisting of a Balance Sheet, Profit & Loss Statement, and Reconciliation of Changes in Net Worth for Countryman Financial Group, LLC. In addition, Christen J. Countryman will annually submit a personal financial statement consisting of a Balance Sheet and Profit & Loss Statement. The statements will be certified as true and correct copies by Borrower. Financial statements may be requested more frequently if deemed necessary by Woodbury County for servicing purposes.

(g) Borrower, by executing this agreement, gives written consent to Borrower's accounting service to allow the release of financial statements pertaining to Borrower to Woodbury County as may be requested.

(h) Borrower will maintain Countryman Financial as a financial services business during the term of this loan.

10. Default and Acceleration. It is understood and acknowledged that in any one of the following events, all outstanding unpaid balances due and owing to Woodbury County shall immediately become due and payable without further notice to Borrower:

(a) Borrower shall file a petition in the U.S. Bankruptcy Court or an involuntary petition shall be so filed against Borrower.

(b) Breach of any of the covenants, promises or conditions of any note, security agreement or other agreement with the holder.

(c) A default by Borrower in the payment of the debt to Siouxland Economic Development Corporation.

(d) Woodbury County, in good faith, deems itself insecure.

11. Conflicting Provisions. In the event of any conflict between any provision of this Agreement and any other document, instrument or agreement executed by and between Woodbury County and Borrower in connection with the financing described in Sections 1 and 2 above, the terms of such other document, instrument or agreement shall control.

12. Confidentiality. All financial statements or any other business or financial information of the Borrower and Christen J. Countryman shall be kept confidential by Woodbury County to the fullest extent permissible under applicable law.

NOTICE: ORAL OR IMPLIED CHANGES TO THIS OR ANY OTHER CREDIT AGREEMENT(S) WITH THIS LENDER ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

IMPORTANT: *READ BEFORE SIGNING.* THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE ALSO APPLIES TO ANY OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN YOU AND THIS LENDER.

IN WITNESS WHEREOF, the parties have executed this Loan and Servicing Agreement by their duly authorized representatives as of the date above first written.

Woodbury County, Iowa

By: _____
Mark Monson, Chairman

Countryman Financial Group, LLC (Borrower/Debtor)

By: _____
Christen J. Countryman, Sole Member

Exhibit A

Part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Fifteen (15), Township Eighty-nine (89) North, Range Forty-four (44) West of the 5th P.M., Woodbury County, Iowa, further described as follows:

Commencing at the Northeast (NE) Corner of the Southeast Quarter (SE¼) of said Section Fifteen (15); thence South Zero Degrees Zero Minutes Zero Seconds (S 00° 00' 00") East along the East line of the Southeast Quarter (SE¼) of said Section Fifteen (15) a distance of Three Hundred Thirteen Feet (313') to the point of beginning; thence continuing on said East line South Zero Degrees Zero Minutes Zero Seconds (S 00° 00' 00") East a distance of Nine Hundred Ten Feet (910'); thence South Ninety Degrees Zero Minutes Zero Seconds (S 90° 00' 00") West a distance of Five Hundred Ninety Feet (590'); thence North Zero Degrees Zero Minutes Zero Seconds (N 00° 00' 00") West a distance of Nine Hundred Ten Feet (910'); thence North Ninety Degrees Zero Minutes Zero Seconds (N 90° 00' 00") East a distance of Five Hundred Ninety Feet (590') to the point of beginning.

INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT IS ENTERED INTO this 1st day of April, 2015, by and between Woodbury County, Iowa (Woodbury County), Siouxland Economic Development Corporation (SEDC), and Countryman Financial Group, LLC (Debtor).

WITNESSETH

1. WHEREAS, Woodbury County has agreed to extend credit to Debtor in the sum of $35,000.00 ("Original Loan") for the purpose of purchasing a book of business from EGR Insurance, Inc. in Moville, IA; and

2. WHEREAS, SEDC has also agreed to extend credit to Debtor in the sum of $15,000.00 for the purpose of purchasing a book of business from EGR Insurance, Inc. in Moville, IA; and

3. WHEREAS, Woodbury County's credit to Debtor is secured by certain collateral documents executed by Debtor which grants Woodbury County a first security interest in all business assets of Debtor, a third security interest in the personal residence owned by Christen J. Countryman and Jodi L. Countryman, husband and wife, and legally described on Exhibit A – Page 6, and a personal guarantee from Christen J. Countryman (hereinafter "Woodbury County's Collateral"); and

4. WHEREAS, SEDC's credit to Debtor is secured by (a) a Security Agreement granting SEDC a second security interest in all business assets of Debtor, together with the proper financing statements for filing in the appropriate public office or offices; (b) a Mortgage granting SEDC a second security interest in the personal residence owned by Christen J. Countryman and Jodi L. Countryman, husband and wife, and legally described on Exhibit A – Page 6; and (c) a Personal Guarantee from Christen J. Countryman. This security shall include all future advances and other debts of Debtor to SEDC of any nature whatsoever whether now existing or hereafter incurred (hereinafter collectively "SEDC's Security Interest in Collateral"); and

5. WHEREAS, to induce SEDC to extend credit to Debtor, Debtor has secured payment of its indebtedness to SEDC by granting SEDC's Security Interest in Collateral which is junior and inferior in priority only to the security interest granted to Woodbury County for the Original Loan; and

6. WHEREAS, Woodbury County may, from time to time, extend additional advances of credit to Debtor which shall be inferior and junior to SEDC; and

7. WHEREAS, upon Debtor's request and in order to induce SEDC to extend credit to Debtor, Woodbury County is willing to establish the following priority in the event of default, including but not limited to, foreclosure, sale or other disposition of or realization upon the collateral of any part thereof.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES HEREIN ABOVE STATED, the representations, warranties, covenants and agreements herein contained and for other good and valuable consideration, the receipt of which are hereby acknowledged by the parties hereto, Woodbury County, SEDC and Debtor agree as follows:

1. Woodbury County's Priority Limitation. Woodbury County's first priority in the business assets shall be limited to the amount of $35,000.00, accrued interest and costs as further set forth in paragraph 2 hereof or amount of indebtedness of Debtor under the Original Loan, whichever is less.

2. Distribution of Proceeds. Notwithstanding the aforesaid priority of Woodbury County under its Security Agreement on Woodbury's Collateral, Woodbury County hereby agrees that after default on Debtor's Original Loan to Woodbury County, the proceeds from voluntary surrender, foreclosure, sale, liquidation or other disposition of or realization upon Woodbury County's Collateral shall be applied in the following manner:

A. The payment of all costs and expenses of Woodbury County and SEDC, including reasonable attorney fees in the event of legal action relative to a foreclosure, sale, liquidation or other disposition or realization upon the Woodbury County's Collateral incurred by either party or both parties initiating and conducting such legal action, provided that SEDC's costs shall not be reimbursed from the Woodbury County's Collateral without the prior consent of Woodbury County or the payment to Woodbury County of the amount due in Section B. below.

B. The payment of an amount from Woodbury County's Collateral to Woodbury County in the sum of $35,000.00 (Original Loan), and interest thereon at the rate set out in Woodbury County's promissory note, or the amount of the indebtedness of Debtor owed to Woodbury County, whichever is lesser, realized from the sale of Woodbury County's Collateral.

C. The payment of an amount to SEDC in the sum of $15,000.00 or the amount of the indebtedness of Debtor owed to SEDC, including unreimbursed costs, the unpaid principal balance, and interest thereon at the rate set out in SEDC's promissory note, whichever is lesser.

D. Payment to Woodbury County of the amount equal to the indebtedness of Debtor to Woodbury County.

E. Payment to any party, including, but not limited to, Debtor, entitled to any surplus remaining.

The effectiveness and enforceability of this provision and this agreement are conditioned on the existence and continuation of valid enforceable and perfected liens and security interests in favor of Woodbury County or SEDC, as the case may be.

3. Default Under Loan Documents. Debtor agrees that any default or event of default which may occur under any loan documents for SEDC and/or Woodbury County shall also be a default under the loan documents of the other lender.

4. Notification and Necessary Consent. Woodbury County and SEDC shall promptly give written notice to the other of the occurrence and/or continuance of any default or event of default by Debtor under any agreement, instrument or document to which Debtor is a party. Woodbury County and SEDC shall each be entitled to receive and retain payment properly paid by Debtor pursuant to the loan documents until notification of default is given by Woodbury County or SEDC to the other. Woodbury County and SEDC agree that neither shall amend, increase, extend, renew, alter, modify nor receive additional collateral or guarantees with the respect to the original note of Woodbury County or SEDC's original note without written consent of the other party. After notification, all proceeds received must be distributed pursuant to paragraph 2 hereof unless otherwise agreed in writing by Woodbury County and SEDC. Woodbury County and SEDC agree to mutually establish an escrow account for deposit and accounting of the proceeds.

5. Financial Data. Debtor agrees that Woodbury County and SEDC may provide to one another financial data provided by Debtor or otherwise obtained including, but not limited to, financial statements.

6. Cure. Woodbury County and SEDC agree that, with respect to the indebtedness, obligations and liabilities, now and hereafter arising, of Debtor to either of them, Woodbury County or SEDC shall have the same right to cure any default by payment or performance of such obligations as shall be afforded to Debtor under any agreement, instrument, or document to which Debtor and Woodbury County or Debtor and SEDC are parties.

7. Successor and Assigns Amendment. This agreement shall be binding upon and inure to the benefit of Woodbury County, SEDC and Debtor, their successors and assigns. This is a continuing agreement and may not be revoked or terminated or modified in any way except in writing executed by all the parties hereto.

8. Termination. This agreement and the relative lien priorities herein contained shall be continued in full force and effect until the payment in full of all indebtedness, obligations and liabilities now or hereafter arising of Debtor owed to Woodbury County and SEDC.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Woodbury County, Iowa (Woodbury County)

By: _____
Mark Monson, Chairman

Siouxland Economic Development Corporation (SEDC) No Seal

By: _____
Kenneth A. Beekley, Assistant Secretary

Countryman Financial Group, LLC (Debtor)

By: _____
Christen J. Countryman, Sole Member

Exhibit A

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WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

#11

Date: April 9, 2015

Weekly Agenda Date: April 14, 2015

DEPARTMENT HEAD / CITIZEN: Jered Jepsen, County Weed Commissioner

SUBJECT: **Consideration of Annual Weed Commissioner appointment**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☒	Approve Motion ☐
Give Direction ☐	Other: Informational ☐	Attachments ☒

Consideration X

WORDING FOR AGENDA ITEM: Consideration of annual weed commissioner appointment and report to Iowa Department of Agriculture.

EXECUTIVE SUMMARY: Under section 317.3 of the Code of Iowa, the board of supervisors of each county may annually appoint a county weed commissioner who may be a person otherwise employed by the county and who passes minimum standards established by the department of agriculture and land stewardship for noxious weed identification and the recognized methods for noxious weed control and elimination. The county weed commissioner's appointment shall be effective as of March 1 and shall continue for a term at the discretion of the board of supervisors unless the commissioner is removed from office as provided for by law. .

BACKGROUND: Resolution is passed annually by the Board of Supervisors.

FINANCIAL IMPACT: Weed commissioner services are budgeted items.

RECOMMENDATION: Recommend approval of the weed commissioner appointment resolution.

ACTION REQUIRED: Motion to approve the appointment of the weed commissioner.

Approved by Board of Supervisors March 3, 2015.

2015 COUNTY WEED COMMISSIONER CERTIFICATION FORM

County Woodbury

Weed Commissioner Jered Jepsen

Address PO Box 74 204 3rd st

City Cushing Zip Code 51018

Office Phone Number w/Area Code 712-898-0822
(Or Commissioner's Office Phone, Co. Engineer or Bd. of Supervisors)

Signed _____ Date _____
Chair/President, County Board of Supervisors

PLEASE RETURN THIS FORM TO:

IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
State Weed Commissioner/Entomology & Plant Science
2230 South Ankeny Boulevard
Ankeny, Iowa 50023

317.3 Weed commissioner -- standards for noxious weed control.
The board of supervisors of each county may annually appoint a county weed commissioner who may be a person otherwise employed by the county and who passes minimum standards established by the department of agriculture and land stewardship for noxious weed identification and the recognized methods for noxious weed control and elimination. The county weed commissioner's appointment shall be effective as of March 1 and shall continue for a term at the discretion of the board of supervisors unless the commissioner is removed from office as provided for by law. The county weed commissioner may, with the approval of the board of supervisors, require that commercial applicators and their appropriate employees pass the same standards for noxious weed identification as established by the department of agriculture and land stewardship. The name and address of the person appointed as county weed commissioner shall be certified to the county auditor and to the secretary of agriculture within ten days of the appointment. The board of supervisors shall fix the compensation of the county weed commissioner and deputies. In addition to compensation, the commissioner and deputies shall be paid their necessary travel expenses. At the discretion of the board of supervisors, the weed commissioner shall attend a seminar or school conducted or approved by the department of agriculture and land stewardship relating to the identification, control, and elimination of noxious weeds.
The board of supervisors shall prescribe the time of year the weed commissioner shall perform the powers and duties of county weed commissioner under this chapter which may be during that time of year when noxious weeds can effectively be killed. Compensation shall be for the period of actual work only although a weed commissioner assigned other duties not related to weed eradication may receive an annual salary. The board of supervisors shall likewise determine whether employment shall be by hour, day or month and the rate of pay for the employment time.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

12a

Date: April 2, 2015

Weekly Agenda Date: April 14, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, P.E., Woodbury County Engineer, Secondary Road Dept.

SUBJECT: **Consideration of sale of old V-Pick attachment to City of Sioux City**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒
Consideration X		

WORDING FOR AGENDA ITEM: Consideration of the sale of a used piece of equipment to the city of Sioux City.

EXECUTIVE SUMMARY: Woodbury County owns a V-Pick attachment that clamps to a behind the front wheel scarifier on a motor grader. Woodbury County has traded its last motor grader with this type of a frame three years ago. The city of Sioux City has a need for a V-Pick of this type and would like to purchase our used attachment.

BACKGROUND: A new V-Pick with this configuration sells for $5100 according to Murphy Tractor who sells this type of equipment. Ours includes the frame only, not the bits and has seen some use. I recommend we sell the unit for $3100, or about 60% of new value.

FINANCIAL IMPACT: The department will net $3100 for a piece of equipment that we can no longer use and another governmental entity can get good service out of it.

RECOMMENDATION: Approve the sale of the used V-Pick attachment to the City of Sioux City.

ACTION REQUIRED: Motion to approve the sale to the city.

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

#12b

Date: April 9, 2015

Weekly Agenda Date: April 14, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: **Consideration of permit for overhead or underground utilities in the Highway Right of Way.**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

Consideration X

WORDING FOR AGENDA ITEM: Consideration of permits for installation of a new water line within the Highway Right of Way for Whiskey Creek Farms under 170th Street. Water line will service a new irrigator.

EXECUTIVE SUMMARY: Permittee working within right of way on a utility project.

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

FINANCIAL IMPACT: None

RECOMMENDATION: Recommend approval of application.

ACTION REQUIRED: Motion to approve permit to work in the Highway Right of Way for Whiskey Creek Farms.

Approved by Board of Supervisors March 3, 2015.

Woodbury County Permit No._____

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

REQUEST BY APPLICANT:

Name WHISKEY CREEK FARMS LLC Highway 170TH STREET

Township WOODBURY TOWNSHIP

Address 1739 CHARLES AVE. LAWTON, IA 51030 City of -RURAL-

Office Phone 712-943-5304 Local Phone_____ Section: NW¼ of NW¼ Sec 12

Type of Utility Installation UNDERGROUND IRRIGATION PIPE T 88 N, R 47 W

Plans Prepared By_____ Copy Enclosed X Yes_____No

Map Showing Location Enclosed X Yes_____No

Utility Location is _____ cross right-of-way _____ parallel to right-of-way

_____ overhead X underground

Proposed Method of Installation

X tunnel (BORED) _____ suspend on poles _____ cased

_____ jack & bore _____ suspend on towers _____ trench

_____ open cut _____ plow

Estimated Starting Date 4-20-2015 Estimated Restoration Date 4-20-15

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

By Brian Peterson Title MEMBER-MANAGER

(Signature of Authorized Utility Representative)

Date 4-7-2015

PERMIT APPROVAL BY PERMITTING AUTHORITY

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

By _____ Title _____

(Signature of Woodbury County Board Chairman)

Date _____

By _____ Title _____

(Signature of Woodbury County Engineer)

Date _____

Other Special Provisions: Permittee to place signs marking the waterline alignment at the right of way line on both sides of 170th Street. Signs to be maintained by permittee.

Permit Provisions and Conditions of Issuance

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

2. The Applicant shall take all reasonable precaution during the construction of said facilities to protect and safeguard the lives and property of the adjacent property owners and the traveling public and shall save the County and the Board of Supervisors harmless of any damages or losses that may be sustained by adjacent property owners and the traveling public on account of such construction operations.

3. Operations in the construction and maintenance of said facilities shall be carried on in such a way as to not interfere with, or interrupt traffic on said roads. However, should the performance of work called for in this permit in any way interfere with or obstruct traffic on said roads, the Applicant shall provide the necessary flagmen as required by the Statutes when one-way traffic is involved and/or otherwise mark said work so as to protect the traveling public.

4. The Applicant shall hold the County and the Board of Supervisors harmless from any damages that may result to said highway because of the construction or maintenance of said facilities and shall reimburse the County or the Board of Supervisors for any expenditures that the County or the Board of Supervisors may have to make on said roads on account of replacement of surfacing gravel and bridge and culvert repairs.

5. Applicant shall lay, construct, operate and maintain said facilities so as not to interfere with natural drainage of the road and so as not to interfere with the construction or maintenance of said roads. When buried cable or wire lines are to be placed lengthwise with the roadway, they shall be placed in the County road shoulder or ditch near the toe of the fore-slope and parallel to centerline of roadbed at a depth of three (3) to four (4) feet by using specially designed plows or by trenching, whichever is appropriate. Plow slots and trenches shall be repacked as necessary to restore the disturbed area to its original condition. For buried line crossings of roadways not paved, an open trench may be dug and the lines placed therein, and the trench back-filled over the lines. Buried line crossings on paved roadways, lines may be placed through the sub-grade by jacking, or by boring a hole just large enough to take the lines; or if the County Engineer approves, a tunnel may be dug through and the cable or wire lines placed therein. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth. Back-filling of trenches within the right-of-way by not under the traveled roadway shall be tamped sufficiently to avoid settlement. When crossing an existing roadway, all buried facilities shall be placed a minimum of three (3) to four (4) below the bottom of the existing adjacent ditches. Overhead lines, where practical, shall be placed adjacent to and with two (2) feet of the Road/Highway Right-of-Way Line.

6. The Applicant will at any time subsequent to placing the facilities, and at the Applicant's expense, relay, replace, alter, change, reconstruct, or relocate its overhead and/or buried facilities and appurtenances thereto as may become necessary to conform to new grades, alignment, or widening right-of-way, resulting from maintenance or construction operations by the County Board of Supervisors irrespective of whether or not additional right-of-way is acquired in connection with such road improvements. The Applicant agrees to do this within ninety (90) days written notice from the Board of Supervisors, and without cost to the County. If the Applicant is unable to comply within said ninety (90) days, the Board of Supervisors may cause the work to be done and the Applicant will pay the cost thereof upon receipt of statement.

7. All work shall be done in a workmanlike manner; the surrounding ground, slopes, and ditch bottoms shall be reshaped to conform to the area and left in a neat condition satisfactory to the County Engineer. All areas where sod has been damaged or destroyed shall be re-seeded.

8. The Applicant shall notify the County Board of Supervisors at least forty-eight (48) hours in advance of the Applicant's intention of starting work covered by this permit on the road right-of-way. Said notice shall be in writing to the County Engineer.

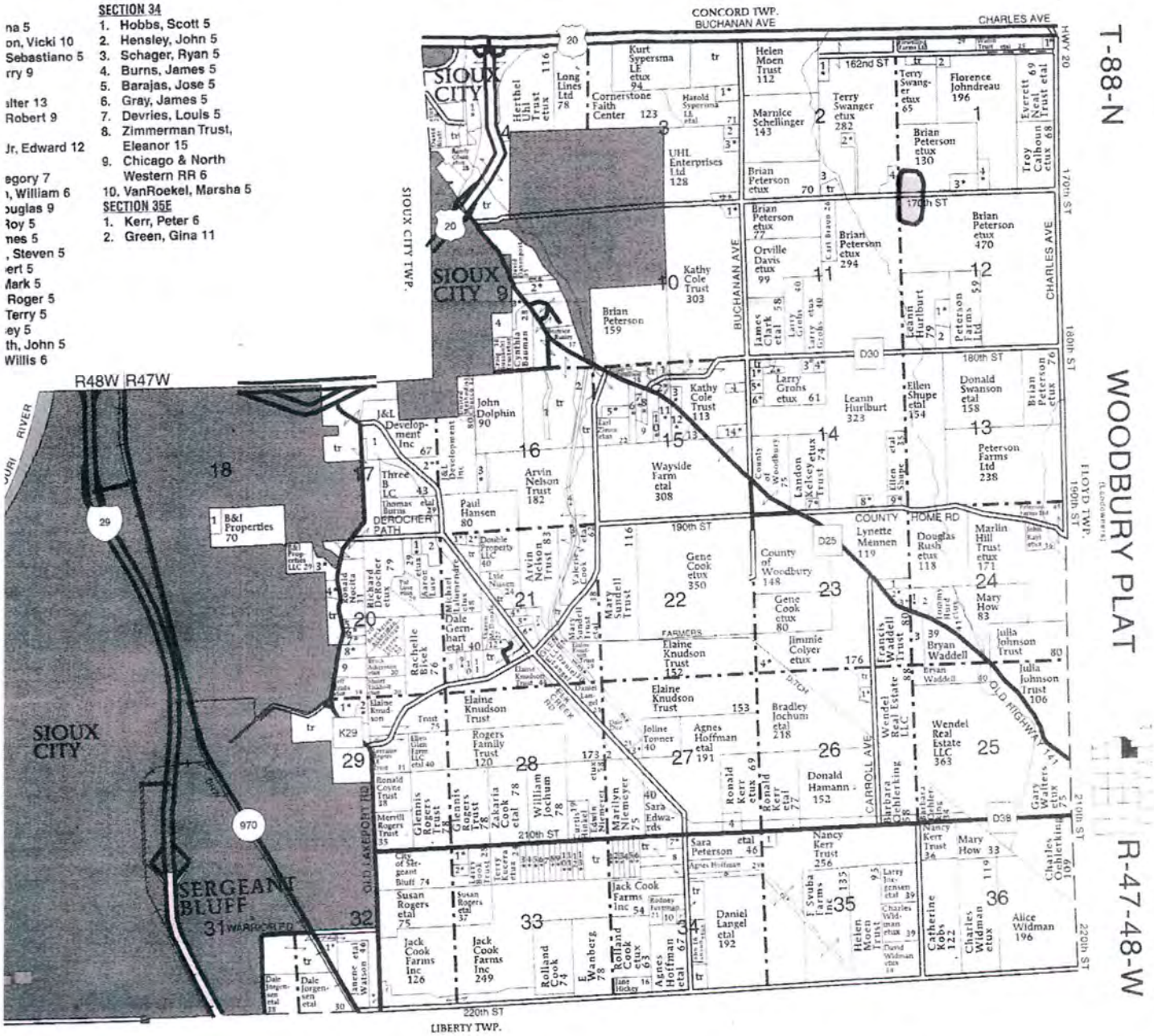
9. Applicant, its' successors, grantees and assigns shall and hereby agrees to assume all responsibility, risks and liabilities for all accidents and damages that may occur to persons and/or property on account of the work done under this permit, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, losses, and expense including judgements, costs and including attorney's fees, for personal injuries (including death) or property damage arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.

10. It is understood that this permit is issued only insofar as Woodbury County has jurisdiction and does not presume to release the Applicant from fulfilling any existing statutes relating to the installation, construction and operation of said facilities.

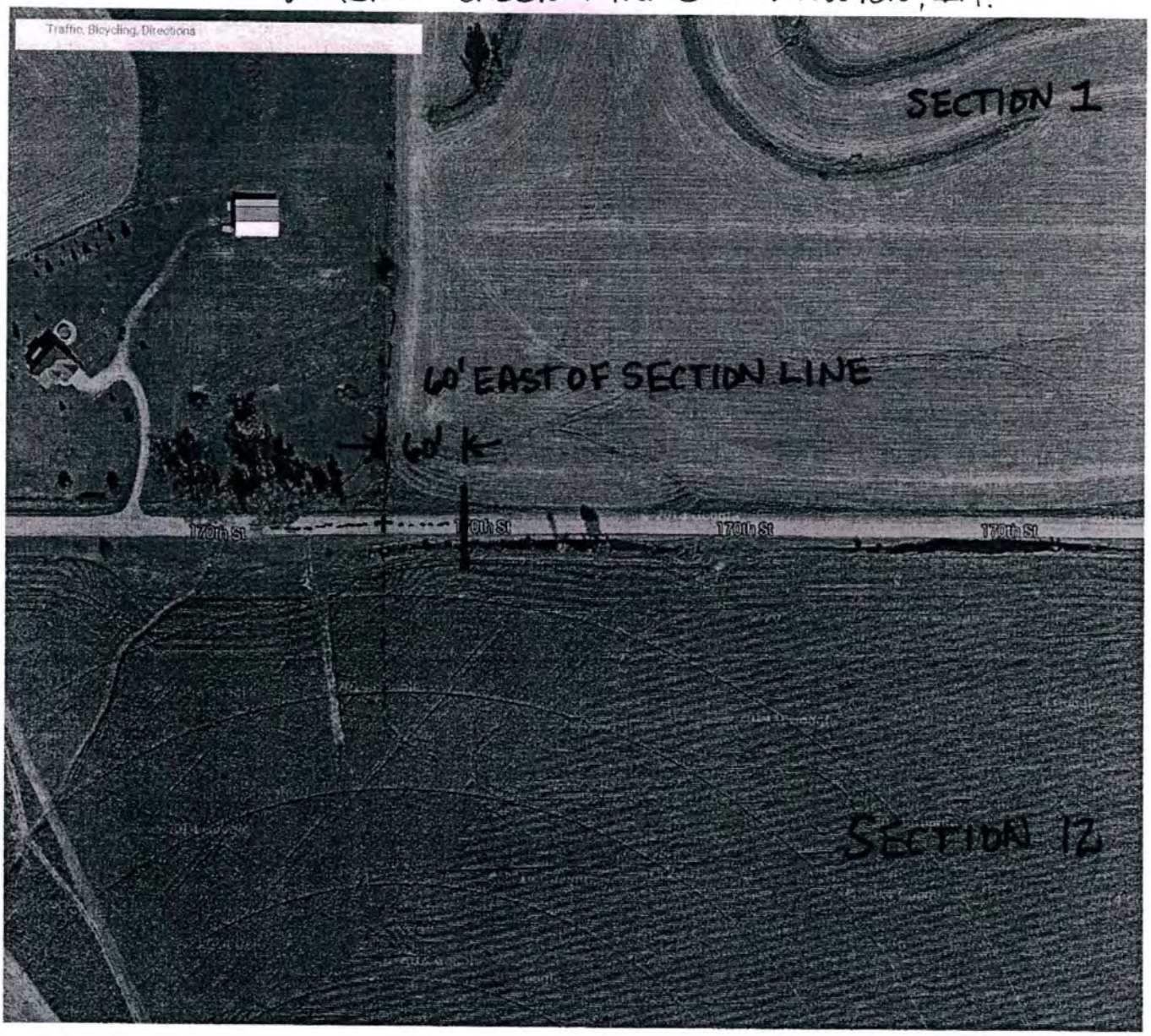
11. It is further understood that the facilities covered by this permit shall be constructed or installed within one (1) year after the date of approval of this permit, unless otherwise extended in writing by Woodbury County.

12. Engagement in the operations as herein applied for by the Applicant shall be considered and constitute an acceptance of all the terms and conditions herein set forth.

— WHISKEY CREEK FARMS —
— PROPOSED IRRIGATION PIPE UNDER GRAVEL ROAD —



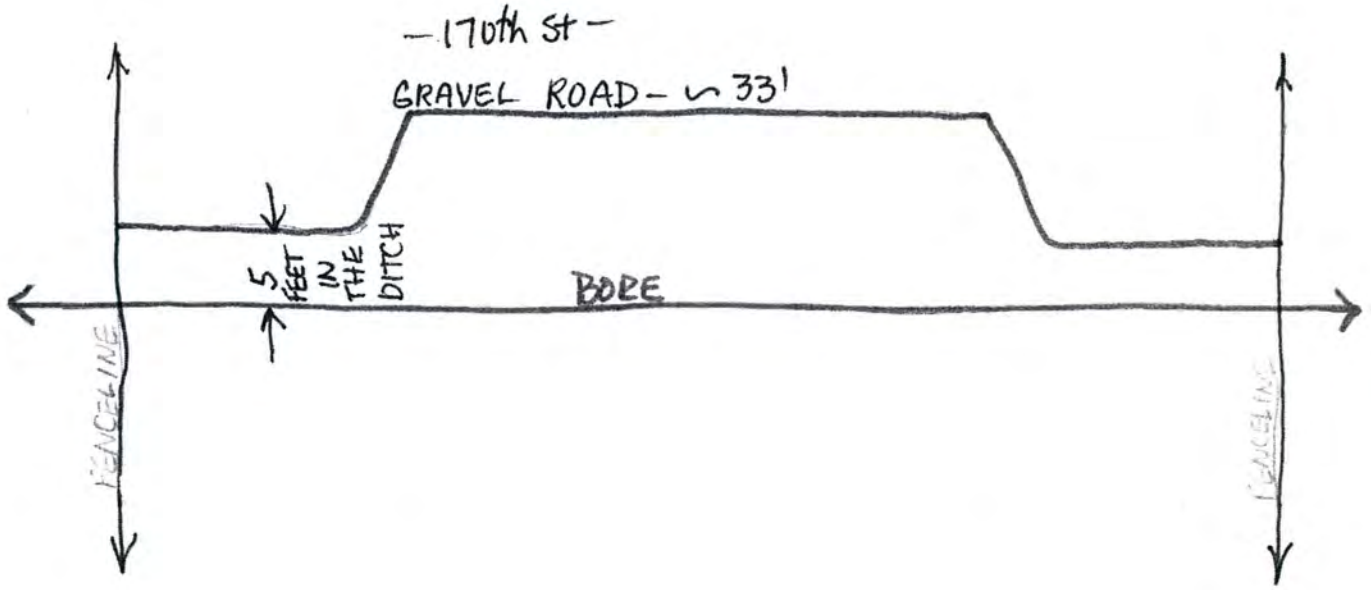
WHISKEY CREEK FARMS — LAWTON, IA.



PROPOSED INSTALLATION UNDER 170th STREET BETWEEN SECTION 1 and SECTION 12 IN WOODBURY TOWNSHIP

Imagery ©2015 DigitalGlobe, USDA Farm Service Agency, Map data ©2015 Google 100 ft

WHISKEY CREEK FARMS
LAWTON, IA
712-943-5304 OFFICE



WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

#12c

Date: April 9, 2015

Weekly Agenda Date: April 14, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: **Consideration of permit to work in the Highway Right of Way.**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

Consideration X

WORDING FOR AGENDA ITEM: Consideration of permits for work within the Highway Right of Way for MidAmerican Energy by Andy Lehman for utility work on Old Hwy 75.

EXECUTIVE SUMMARY: Permittee working within right of way on a utility project.

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

FINANCIAL IMPACT: None

RECOMMENDATION: Recommend approval of application.

ACTION REQUIRED: Motion to approve permit to work in the Highway Right of Way for MidAmerican Energy.

Approved by Board of Supervisors March 3, 2015.

Woodbury County Secondary Roads Department

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

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

ASSISTANT TO THE COUNTY ENGINEER
Benjamin T. Kusler, E.I.T.
bkusler@sioux-city.org

SECRETARY
Tish Brice
tbrice@sioux-city.org

WOODBURY COUNTY SECONDARY ROAD DEPARTMENT
PERMIT & AGREEMENT TO PERFORM WORK WITHIN WOODBURY COUNTY RIGHT OF WAY

Name of Permittee: Andy Lehman Phone No.: 563-333-8172

Mailing Address: 106 East Second Street

Township: 87N Section: 5, 8, 9, 16, 17, 18

Woodbury County, State of Iowa, and MidAmerican Energy (hereinafter referred to as property owner, organization or authorized representative) do hereby enter into the following permit and agreement:

1. Woodbury County hereby consents to and grants permission to the property owner, organization or authorized representative, to conduct the following described construction or activities within the right-of-way:

Replace shield wire along Old Hwy 75

2. In consideration of Woodbury County granting said permission and consent, the property owner, organization or authorized representative hereby promises and agrees to the following:

A. The applicant shall carry on the construction, repair and maintenance with serious regard to the safety of the traveling public and adjacent property owners.

B. The property owner, organization or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as but not limited to, signs, lights, and barricades during the day and at night if the roadway will be obstructed. Traffic protection shall be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The Department will loan the required signs to the applicant who shall be responsible for placing the signs and covering or removing when not in use, removal after the work has been completed, and return of the Department owned signs to the Department maintenance facility from which obtained. The applicant shall be responsible for correctly using signs as needed while work is in progress. Flagging operations are the responsibility of the applicant.

C. In placing any drainage structure, no natural drainage course will be altered or blocked.

D. The finished project shall be left in a satisfactory condition subject to the approval of the County Engineer. The traveled portion of the roadway shall not be damaged or disturbed. The property owner, organization or authorized representative assumes all liability and agrees to reimburse Woodbury County for any damage to the roadway or ditch caused by placement of this structure. Permittee is to call County Engineer for upon completion for final inspection.

E. The property owner, organization or authorized representative shall notify all appropriate telephone and utility companies in advance of any excavation and shall check for underground electric or telephone lines.

F. Woodbury County will not assume any of the cost of the construction of the said improvement or structure nor will Woodbury County assume any future costs for maintenance or replacement of said improvement or structure. If in the best interest of Woodbury County, the said improvement or structure may be removed by the County, or may be caused to be removed, without any obligation by Woodbury County to pay damages or cost of replacement.

G. Property owner, organization or authorized representative will reseed and mulch the disturbed areas. Property owner, organization or authorized representative will be responsible for seed, mulch, and labor unless otherwise provided in section L.

H. **The property owner, organization, or authorized representative hereby agrees to hold Woodbury County and the Woodbury County Secondary Road Department, its employees and agents harmless against any and all claims for damages and personal injury arising out of work performed or actions taken by the applicant related to the construction or maintenance of the facility. The applicant further agrees to reimburse the County or the Department for any expenditures that the County or Department may have to make on said highway rights of way on account of said applicant's construction or maintenance activity or other activities or lack thereof. The applicant shall also save Woodbury County and the Woodbury County Secondary Road Department harmless of any damage or losses that may be sustained by the traveling public on account of such construction, repair or maintenance operations, or other activities.**

I. **FAILURE TO CONFORM TO OR TO ACQUIRE A PERMIT IS A VIOLATION OF SECTION 318.8, 2009 CODE OF IOWA.** This permit is subject to any laws now in effect or any laws that may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies. This permit is subject to all the rules and regulations of Woodbury County and the Woodbury County Secondary Road Department.

J. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

K. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Woodbury County Secondary Road Department for any materials removed from the highway right of way described as follows:

None

L. None Woodbury County agrees to provide the following contribution toward completion of this project:

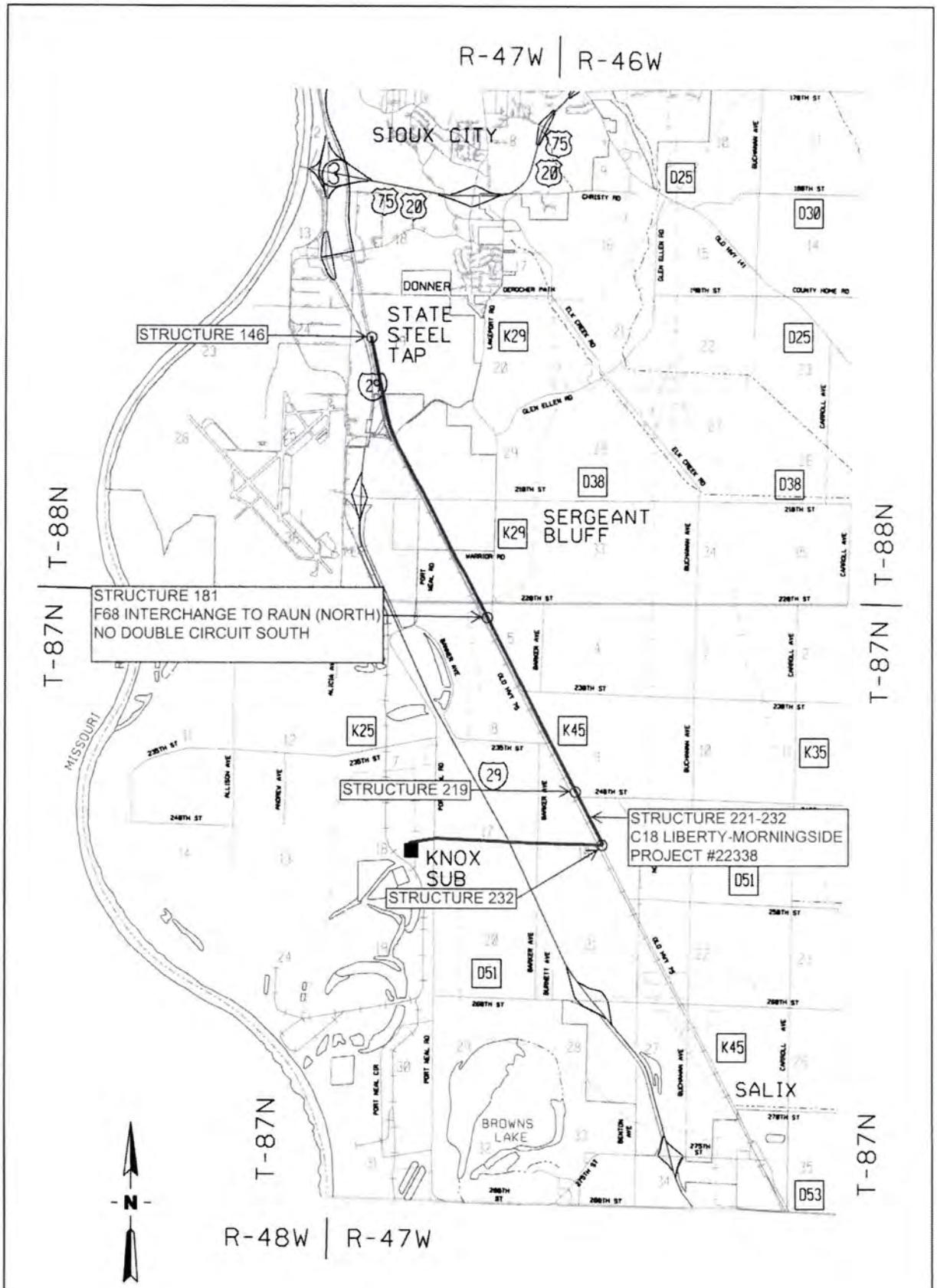
M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 1st day of December, 2015.

Entered into this _____ day of _____, 2015.

_____
Signature of Property Owner or Authorized Representative

_____
Woodbury County Engineer

_____
Chair, Woodbury County Board of Supervisors



(N94)
KNOX SUB TO
STATE STEEL TAP
69 KV

N.T.S.

LOCATION DIAGRAM
FACILITY: N94

MidAmerican ENERGY

WOODBURY CO.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

#12d

Date: April 9, 2015

Weekly Agenda Date: April 14, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: Hungry Canyons Project Agreement

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

Consider Approval X

WORDING FOR AGENDA ITEM: Consider approval of a Hungry Canyons Project Agreement for construction of a stream stabilization structure.

EXECUTIVE SUMMARY: This agreement allows the Hungry Canyons alliance to provide 80% of the construction costs for the project up to a maximum of $14,895. The remaining 20% will be funded by the secondary road fund.

BACKGROUND: Funding is approved through the Hungry Canyons Alliance.

FINANCIAL IMPACT: Up to $14,895 Hungry Canyons funding toward an $18,838 project.

RECOMMENDATION: Recommend approval

ACTION REQUIRED: Motion to approve Hungry Canyons Grant Agreement 15-4.

State Funds

STATE: Iowa
PROJECT PLAN: Hungry Canyons Stream Channel Stabilization
GRANT AGREEMENT NO. 15-4
LOCATION: W. Fk. Lit. Sioux R. Trib., Sec. 36, T89N, R45W, Woodbury County

Hungry Canyons Alliance

PROJECT AGREEMENT

THIS AGREEMENT, made this 3rd day of April, 2015, by and between Woodbury County, called the Sponsor, and the Hungry Canyons Alliance, hereafter known as HCA.

WITNESSED THAT:

WHEREAS, under the provision of Chapter 161D, Code of Iowa, the Hungry Canyons Alliance is authorized to assist the Sponsor in measures related to the unique natural resources, rural development and infrastructure problems of counties in the deep loess soil region of western Iowa.

NOW THEREFORE, in consideration of the premises and of several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and Hungry Canyons Alliance do hereby agree as follows:

A. It is agreed that the following described work is to be performed at a total estimated cost of $18,838. This amount includes survey, engineering, construction, inspection, and administration of:

Construction of stream channel stabilization structure(s) as proposed in the project application(s) labeled Attachment C to this agreement.

B. THE SPONSOR WILL:

1. Contract for and complete construction of the works of improvement described in Attachment C.

2. Accept responsibility for land and water rights acquisition, survey, design, construction inspection, contract administration, and cost above that provided in C.1. for construction of the works of improvement described in Attachment C. The Sponsor's share will constitute a minimum of 20% of the total cost of the works of improvement described in Attachment C.

3. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the work described in Attachment C.

4. Accept responsibility for the operation, maintenance and repairs of the structure unless it is determined by HCA and the Sponsor that the cost of repair exceeds the learned benefits of the repaired structure.

5. Hold and save the HCA free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from work provided for in this agreement.

6. Accept responsibility for performing and keeping records regarding the operation and maintenance of works described in Attachment C and provide necessary facilities, administrative and bookkeeping personnel, and legal counsel for the provision of financial and technical assistance to support installation of grade stabilization measures as described in Attachment C.

7. Prepare a design, construction plans, and construction specifications in accordance with standard engineering principles. The design, construction plans, and construction specifications shall be reviewed and approved by a professional engineer registered in the State of Iowa.

8. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of Iowa applicable to the Sponsor.

9. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

10. Retain all records pertaining to all work performed in Attachment C for three (3) years from the date of the submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer.

11. Require that a professional engineer registered in the State of Iowa certify that the project was installed in accordance with the plans and specifications.

12. Request reimbursement from the HCA by submitting a Request for Reimbursement form.

13. Administer their action under this agreement in accordance with 7 CFR 3015, CFR 3016, CFR 3017, CFR 3018, CFR 3052, and OMB Circulars A-102, A-87, and A-133.

14. Comply with the requirements of Attachment A and Attachment B - SPECIAL PROVISIONS which are made a part of this agreement. Attachment A describes Drug Free Workplace and Clean Air and Water requirements. Attachment B describes equal opportunity and nondiscrimination requirements.

15. Comply with Hungry Canyons Cost-Share Program Administrative Procedures labeled Attachment D to this agreement.

16. Issue Internal Revenue Service (IRS) Form 1099 G, Statement for Recipients of Government Payments to the participant and to IRS as required by IRS regulations.

C. HCA WILL:

1. Provide a maximum of $14,895 for total construction costs of the works of improvement described in Attachment C. The HCA share will constitute a maximum of 80% of the total cost of the works of improvement described in Attachment C.

2. Provide advice and counsel as needed with the technical and contractual administration of this agreement at the request of the Sponsor.

3. Upon notification of the completion of construction, HCA shall promptly review the performance of Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.

4. Pay the Sponsor pursuant to this agreement with request submitted on HCA Request for Reimbursement form.

D. IT IS MUTUALLY AGREED:

1. All work under this agreement will be completed by December 31, 2016 .

2. This agreement shall be effective on the date appearing in the first paragraph and shall continue in effect until the purpose of the agreement has been fulfilled or until the agreement expires on the date set forth in D.1.

3. Failure to properly design or construct a project receiving HCA funding will result in 10% of the final reimbursement being withheld and no approval of further county projects for HCA funding until the project has been fixed to accepted standards. All counties are encouraged to contact and work closely with the HCA project director to avoid this situation. All counties are to use the HCA weir design and construction checklist to help assure a good final product.

4. The furnishing of financial and other assistance by the HCA is contingent on the availability of funds appropriated by State Legislature from which payment may be made and shall not obligate the HCA upon failure of the Congress to appropriate funds.

5. HCA may terminate this agreement in whole or in part when it is determined by HCA that the Sponsor has failed to comply with any of the conditions of this agreement. The HCA shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments or recoveries made by HCA under this termination shall be in accord with the legal rights and liabilities of HCA and the Sponsor.

6. This agreement may be temporarily suspended by HCA if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, HCA may suspend this agreement when it is evident that a termination is pending.

7. The terms and conditions of this agreement are subject to modification by amendment agreed to in writing by both HCA and the Sponsor.

8. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.

9. The contract for constructing the work described in Attachment C will not be awarded by the Sponsor to any company in which any official of the Sponsor or any member of such an official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such company.

10. This agreement, as set forth on pages 1-4, constitutes the entire agreement between Hungry Canyons Alliance and the Sponsor. No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement.

11. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975 and Americans with Disabilities Act of 1990. They shall also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall, on the grounds of race, color, national origin, gender, religion, age, disability, political beliefs, marital or familial status, or sexual orientation, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

E. THIS AGREEMENT IS APPROVED AND HEREBY DULY EXECUTED BY:

By: _____

Chair, Woodbury County Board of Supervisors

Date: _____

HUNGRY CANYONS ALLIANCE

By: _____

Chair, Hungry Canyons Alliance Board of Directors

Date: _____

#12e

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: April 9, 2015

Weekly Agenda Date: April 14, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: **Consideration of consultant services contract for cultural resources investigation.**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

Consideration X

WORDING FOR AGENDA ITEM: Consideration and approval of a consultant services contract for archaeological/historic investigation of seven county secondary road projects.

EXECUTIVE SUMMARY: Services of a cultural resources consultant are needed for assuring that proposed county projects do not impact any archaeological or historical sites within proposed project corridors prior to completing design and platting new right of on seven county projects. Bear Creek Archaeology, Inc. has offered a contract for completion of this work for the county. Quotes were requested from three consultants. Bear Creek provided the only responsive quotation.

BACKGROUND: Projects covered by this contract are in current year of the five year program for construction. Design work is underway and necessary additional right of way has been identified. Prior to platting right of way and completing design, cultural resources investigation must be completed to maintain federal aid eligibility of these projects.

FINANCIAL IMPACT: The county road department budgets for necessary consultant services.

RECOMMENDATION: Recommend approval of contract.

ACTION REQUIRED: Motion to approve the consultant contract.

**CONSULTANT AGREEMENT BETWEEN
OFFICE OF THE WOODBURY COUNTY ENGINEER
AND BEAR CREEK ARCHEOLOGY, INC.**

This will confirm your acceptance of our proposal (Exhibit A) for providing professional services relating to a Phase I investigation for three bridge replacements, three right-of-way acquisitions, and a road widening project in Woodbury County, Iowa.

1. Term

The term of this agreement shall be for a period of six months commencing April 7, 2015 or submittal of the reports to the Office of the Woodbury County Engineer.

2. General

Bear Creek Archeology, Inc. (BCA) has submitted a proposal (Exhibit A) to conduct a Phase I investigation for three bridge replacements, three right-of-way acquisitions, and a road widening project in Woodbury County, Iowa to Office of the Woodbury County Engineer. Acceptance of this proposal was received by BCA on April 7, 2015 (Exhibit B).

3. Scope of Work

The scope of services shall include Phase I cultural resource surveys for the three bridge replacements, three right-of-way acquisitions, and a road widening project in Woodbury County as outlined in our proposal dated March 26, 2015. Major tasks to be completed by BCA include:

- Phase I fieldwork
- Coordination and integration of geomorphic work on the sites and associated landforms
- Artifact and data analysis
- The production of a high quality field map
- The production of a high quality report for each of the five projects

4. Responsibility of Bear Creek Archeology, Inc.

BCA shall be responsible for the professional quality, technical accuracy, and the coordination of all Phase I investigations and analysis, designs, drawings, specifications, and other services furnished by BCA under this contract. BCA shall, without additional compensation, correct or revise any errors or deficiencies in its investigations, analysis, designs, drawing, specifications, and other services if requested by the State Historical Society of Iowa.

5. Landowner Permission

Office of the Woodbury County Engineer shall assist BCA in obtaining landowner permission for conducting the Phase I cultural resource surveys. Phase I cultural resource surveys shall be conducted only where landowner permission has been obtained. If landowner permission is denied at one or more of the locations, the responsibilities of BCA and the Payment will be adjusted accordingly.

6. Indemnification

BCA shall hold harmless and indemnity Office of the Woodbury County Engineer from and against all claims, suits, damages, losses, expenses, and attorney's fees arising out of or resulting from performance of the work, except for damage in the proposed right-of-way. Also, any liability on the part of BCA is limited to claims, suits, damages or losses, or expenses attributable to bodily injury, sickness, disease, or death, or to the injury, damage, or destruction of property (including the loss of use therefrom) resulting from the negligent acts or omissions of BCA, its agents and its direct or indirect employees (not including subcontractors of BCA).

7. Insurance

BCA will procure and maintain such insurance to protect the Office of the Woodbury County Engineer from claims under workmen's compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any and all BCA employees or of any person other than such BCA employees. Also, any claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and from claim, arising out of the performance of professional services caused by an error, omission, or negligent act for which he is legally liable. BCA's insurance coverage shall provide $1,000,000 for general liability, $1,000,000 for professional liability, and $1,000,000 for auto liability.

BCA shall furnish certificates of insurance to the Office of the Woodbury County Engineer (Exhibit C) confirming the amounts of coverage and deductible for the following types of insurance:

Worker Compensation
Comprehensive General Liability
Professional Liability
Automobile-Personal Injury and Property Damage

8. Schedule

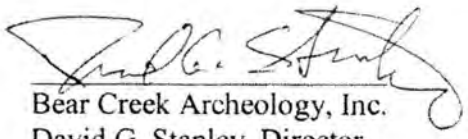
BCA shall proceed in a timely manner. Five copies of the report will be submitted to the Office of the Woodbury County Engineer no later than 30 business days after the completion of the fieldwork.

9. Payment

Payment for services outlined in our cost proposal shall be at the unit price amount for the various services shown in Exhibit B. The total payment for all services shall not exceed **$12,288.15** without prior authorization by the Office of the Woodbury County Engineer.

BCA warrants that the rates and prices to be charged under this Agreement represent competitive rates and prices that do not exceed its current established or published prices and charges and are no higher than BCA would quote to any other customer, including agencies of the U.S. Government.

Signatures of Authorized Individuals:



Bear Creek Archeology, Inc.
David G. Stanley, Director

Woodbury County Board of Supervisors

RESEARCH DESIGN FOR A PHASE I INVESTIGATION FOR THREE BRIDGE REPLACEMENTS, THREE RIGHT-OF-WAY ACQUISITIONS, AND A ROAD WIDENING PROJECT IN WOODBURY COUNTY, IOWA

Prepared for
Office of the Woodbury County Engineer

Prepared by
Bear Creek Archeology, Inc.
March 26, 2015

INTRODUCTION: The Office of the Woodbury County Engineer, Sioux City, Iowa is proposing a road widening project along 250th Street (Site A), a bridge replacement project along County Road D38 (Site B), a bridge replacement project along County Road K49 (Site C), a bridge replacement project along 280th Street (Site D), and three right-of-way (ROW) acquisitions along County Road D38 (Site E). This proposal will present basic background information concerning the landscape, previously recorded archeological sites, and other pertinent information at each of the locations. This proposal will also outline the types of intensive Phase I archeological work that can be expected at the affected sites, it will document the type of information that will be included in the reports, and it will offer a schedule for completion.

Bear Creek Archeology, Inc. (BCA) proposes to conduct the field investigations at each of the properties within the same week to limit expenses caused by travel time. Each of the projects (Sites A–E) will be described in individual reports even though fieldwork estimates are combined.

250th Street Road Widening Project (Site A). According to project plans, this project requires a project area that is approximately 2 miles long and 300 feet wide, centered on the existing centerline. The project will encompass approximately 72 linear acres. The widening will occur primarily on upland landforms, although a few potential alluvial fans might also be present. Most of the area occurs in agricultural fields and a few places are covered with grass. A site records review indicates that this entire area was previously surveyed by Billeck (1985) and Molyneaux (1996) prior to the publication OF *Guidelines for Archeological Investigations in Iowa* (Association of Iowa Archaeologists 1999). Because of this, the project area will need to be resurveyed. There are two previously recorded archeological sites within the project area (13WD98 and 13WD99). Both sites represent abandoned Euro-American farmstead locations and neither site has been adequately tested to determine National Register of Historic Places (NRHP) eligibility.

BCA proposes to conduct intensive Phase I investigations of this project area using a mixture of landform modeling, pedestrian survey, and subsurface testing. Pedestrian survey will be used in

areas with greater than 30% ground surface visibility (GSV), with transect intervals spaced at no more than 15 m (49.2 ft). Subsurface testing will be conducted in areas with limited GSV that have archeological potential (approximately 3.5 acres), on alluvial fans if buried soils are encountered that might yield archeological sites, and at recorded/newly identified archeological sites. Subsurface tests will be spaced at no greater than 15 m (49.2 ft) intervals, with reduced spacing of no more than 10 m (32.8 ft) at archeological sites. Encountered sites will be tested at the Phase I level to determine potential NRHP eligibility.

County Road D38 Bridge Replacement (Site B): Project plans indicate that the project area is to encompass a 150 ft radius of the bridge. This is approximately 2.2 acres on mixed upland and Holocene alluvial landforms. Upland landforms occur in agricultural fields and alluvial landforms are covered with grass. At present, there are no known sites or potential historic resources noted in the project area and it has not been previously investigated.

BCA proposes to conduct intensive Phase I investigations of this project area using a mixture of landform modeling, pedestrian survey, and subsurface testing. Pedestrian survey will be used in areas with greater than 30% GSV, with transect intervals spaced at no more than 15 m (49.2 ft). Subsurface testing will be conducted in areas with limited GSV that have archeological potential and/or on alluvial landforms that might yield deeply buried archeological sites. Subsurface tests will be spaced at no greater than 15 m (49.2 ft) intervals, with reduced spacing of no more than 10 m (32.8 ft) at archeological sites. Encountered sites will be tested at the Phase I level to determine potential NRHP eligibility.

County Road K49 Bridge Replacement (Site C): Project plans indicate that the project area is to encompass a 150 ft radius of the bridge, which encompasses approximately 2.4 acres. This area occurs on Holocene alluvial landforms in agricultural fields. At present, there are no known sites or potential historic resources noted in the project area and it has not been previously investigated.

BCA proposes to conduct intensive Phase I investigations of this project area using a mixture of landform modeling, pedestrian survey, and subsurface testing. Pedestrian survey will be used in areas with greater than 30% GSV, with transect intervals spaced at no more than 15 m (49.2 ft). Subsurface testing will be conducted in areas with limited GSV that have archeological potential and/or on alluvial landforms that might yield deeply buried archeological sites. Subsurface tests will be spaced at no greater than 15 m (49.2 ft) intervals, with reduced spacing of no more than 10 m (32.8 ft) at archeological sites. Encountered sites will be tested at the Phase I level to determine potential NRHP eligibility.

280th Street Bridge Replacement (Site D): Project plans indicate that the project area is to encompass a 150 ft radius of the bridge. This is approximately 2.1 acres on Holocene alluvial landforms in agricultural fields. At present, there are no known sites or potential historic resources noted in the project area and it has not been previously investigated.

BCA proposes to conduct intensive Phase I investigations of this project area using a mixture of landform modeling, pedestrian survey, and subsurface testing. Pedestrian survey will be used in areas with greater than 30% GSV, with transect intervals spaced at no more than 15 m (49.2 ft).

Subsurface testing will be conducted in areas with limited GSV that have archeological potential and/or on alluvial landforms that might yield deeply buried archeological sites. Subsurface tests will be spaced at no greater than 15 m (49.2 ft) intervals, with reduced spacing of no more than 10 m (32.8 ft) at archeological sites. Encountered sites will be tested at the Phase I level to determine potential NRHP eligibility.

County Road D38 ROW Acquisitions (Site E): There are three small areas where the County plans to acquire additional ROW. These areas total about .6 acres covered with grass and trees. These areas appear to occur within drainages. Active drainages generally have low potential for archeological sites. One of the areas was previously surveyed (Thompson 1990). Because this area was surveyed before the issuance of the AIA (1999) guidelines, this ROW area will need to be re-examined. At present, there are no known sites or potential historic resources noted in the project area and it has not been previously investigated.

BCA will begin investigations of these areas using a geomorphological assessment. If it is found that these areas have potential for archeological sites, BCA will conducted pedestrian survey in areas with greater than 30% GSV, with transect intervals spaced at no more than 15 m (49.2 ft). Subsurface testing will be conducted in areas with limited GSV that have archeological potential. Subsurface tests will be spaced at no greater than 15 m (49.2 ft) intervals, with reduced spacing of no more than 10 m (32.8 ft) at archeological sites. Encountered sites will be tested at the Phase I level to determine potential NRHP eligibility.

Reporting: A project completion report will be completed for each of the projects (Sites A–E; five reports) at the close of field investigations. The reports will include descriptions of the project areas, geological background information, the results of archival research, methods used during the field investigations, and the results of the field investigations with clear recommendations concerning archeological properties. The texts will be accompanied by topographic maps, scale maps, plat maps, aerial photographs, and representative photographs of the project area generally and all encountered archeological sites.

TIME ESTIMATES AND COSTS: This cost proposal includes:

1) All expenses.
2) A complete review of archeological and historical records.
3) Comprehensive field investigations including extensive shovel testing or bucket augering in locations with deep site potential.
4) Geoarcheological assessments.
5) A preliminary evaluation of any archeological sites if they are encountered.
6) Preparation of contract completion reports that will meet or exceed the guidelines established by the Secretary of Interior and the State Historical Society of Iowa.

While this cost proposal does not include the advanced testing (Phase II) of any archeological sites that might be encountered during the investigation, it does include preliminary evaluations of all identified sites. It has been our experience that archeological sites can commonly, but not always, be properly evaluated at the Phase I level of investigation.

BCA anticipates 186 person-hours to complete these projects. This includes the time needed for archival reviews, field investigations, and report preparations. These hours are further broken down on the enclosed cost proposal sheet. The combined not-to-exceed cost for these proposals is $12,288.15. If the projects can be completed for less than the proposed cost, we would invoice only for the actual time accrued.

BCA anticipates that one crew of two people can complete the fieldwork portion of these projects in five days, including driving time. We anticipate that 40 hours will be needed for post-field write-up, analysis, graphics, and editing for the road widening project (Site A). BCA anticipates that 56 hours will be needed for post-field write-up, analysis, graphics, and editing for the bridge replacement and ROW acquisition projects (Sites B–E). These hours are further broken down on the enclosed cost proposal sheet.

REFERENCES:

Association of Iowa Archaeologists
1999 *Guidelines for Archaeological Investigations in Iowa.* Association of Iowa Archaeologists, Iowa City.

Billeck, William T.
1985 *BROS-9097(19), a.k.a. FHWA 351630 Woodbury County Local Roads.* Project Completion Report 8(24). Office of the State Archaeologist, Iowa City, Iowa.

Molyneaux, Brian L.
1996 *Results of 1996 Phase I Cultural Resource Inventory for Proposed Grading of County Road D50 in Miller Township, Woodbury County, Iowa.* Archaeology Laboratory, University of South Dakota, Vermillion.

Thompson, Dean M.
1990 *Archeological Survey of Nine Structures in the Camp Creek Subwatershed.* Soil Conservation Service, Des Moines, Iowa.

For: Woodbury County Engineer	Bear Creek Archeology, Inc.	DATE: 26-Mar-15
	Project: Road widening, 3 bridges, and 3 new ROWs	Prepared by: B Scott
	Contractor's Proposal Worksheet	File: 5 Woodbury Co Project

DIRECT LABOR (DL)

Labor Category	Level	Subcon Mgmt	Lit Rev Prefield	Data Acq Field	Data Analysis	Report Prep	Hours by Position	Hourly Rate	Direct Labor Cost
Professional Staff									
Prin Inv/GeoArc	III						0	$ 32.50	$ -
Prin Inv/Proj Mg	II						0	$ 30.00	$ -
Prin Inv	I			40	10	72	122	$ 27.50	$ 3,355.00
Archeologist	III						0	$ 22.50	$ -
Archeologist	II						0	$ 21.50	$ -
Archaeologist	I						0	$ 20.00	$ -
Field									
Crew Chief	III						0	$ 21.50	$ -
Crew Chief	II						0	$ 20.00	$ -
Crew Chief	I						0	$ 19.00	$ -
Crew Person	III						0	$ 19.00	$ -
Crew Person (2	II			40			40	$ 18.00	$ 720.00
Crew Person	II						0	$ 17.00	$ -
Crew Person	I						0	$ 16.00	$ -
Administrative									
Office Mgr	III						0	$ 21.50	$ -
Clerk-Typist	II						0	$ 18.00	$ -
Laboratory									
Director	III						0	$ 20.00	$ -
Crew Person	II						0	$ 18.00	$ -
Crew Person	I						0	$ 16.00	$ -
Report Preparation									
Writer/Editor	III					12	12	$ 21.50	$ 258.00
Digital Graphics	III					12	12	$ 25.00	$ 300.00
Digital Graphics	II						0	$ 18.00	$ -
Hours by Project Stage		0	0	80	10	96			
						Total Hrs	186	otal Dir Lab $	$ 4,633.00

DIRECT LABOR (DL) **TOTAL** $4,633.00

MATERIALS **TOTAL** $0.00

Item	Quan	Unit	Unit Cost	Subtotal
		ea		$0.00
		ea		$0.00
		ea		$0.00
		ea		$0.00
		ea		$0.00

TRAVEL **TOTAL** $ 1,080.00

per diem 9 days $120.00 /day = $ 1,080.00

mileage (in G&A Overhead)

OTHER SIGNIFICANT COSTS **TOTAL** $0.00

Item	Quan	Unit	Unit Cost	Subtotal
Giddings Corer		day	$ 300.00	$0.00
Curation		cu ft	$ 1,000.00	$0.00
Radiocarbon Dates		ea	$ 300.00	$0.00
Backhoe & Oper		hr		$0.00
Paleobot Sample		ea	$ 140.00	$0.00
Report Copies		ea		$0.00
Other:		ea		$0.00
Other:		ea		$0.00

CONSULTANTS SUBCONTRACTED **TOTAL** $0.00

	Quan		Unit Cost	Subtotal
Architectural Historian		hrs @		$0.00
Geomorphologist		hrs @		$0.00
Paleobotanist		unit @		$0.00
Paleozoologist		hrs @		$0.00
Phys Anthropologist		hrs @		$0.00
Other:		hrs @		$0.00
Other:		hrs @		$0.00
Other:		hrs @		$0.00
Consultant Per Diem		days @		$0.00
Consultant Mileage		miles @		$0.00

SUMMARY

1	DIRECT LABOR		$4,633.00
2	OH on DL at	0.41	$1,899.53
3	G & A OH at	0.75	$3,474.75
4	MATERIALS		$0.00
5	TRAVEL		$1,080.00
6	OTHER SIGNIF COSTS		$0.00
	Subtotal		$11,087.28
7	FEE lines 1,2+3	0.12	$1,200.87
8	CONSULTANTS SUBCONT		$0.00
9	TOTAL		$12,288.15

From: David Stanley [Stanley@BearCreekArcheology.com]
Sent: Tuesday, April 07, 2015 11:21 AM
To: 'BCA'
Subject: FW: Woodbury County Sites

From: Ben Kusler [mailto:bkusler@sioux-city.org]
Sent: Tuesday, April 07, 2015 10:47 AM
To: David Stanley
Subject: RE: Woodbury County Sites

David

Please send a contract as per your estimate and we would like you to proceed. I will be your contact, my cell phone is 712-898-1898. We will need a contract for our Board of Supervisors to sign since some of the work may eligible for reimbursement from Federal Aid. Let me know if you have any questions.

Ben Kusler
Woodbury County Project Engineer
712-873-3215

>>> "David Stanley" <Stanley@BearCreekArcheology.com> 3/26/2015 4:04 PM >>>

Hi Ben,

Please find attached a not to exceed cost proposal and a technical proposal for the projects referenced below. If awarded these project we are prepared to initiate the field investigations within one week of receiving notification to proceed. Project completion reports would be submitted within 30 days of completion of the field work.

Thank you for the opportunity to submit a proposal for these projects.

Dave Stanley

From: BCA [mailto:BCA@bearcreekarcheology.com]
Sent: Wednesday, March 25, 2015 3:44 PM
To: 'David Stanley'
Subject: FW: Woodbury County Sites

From: Ben Kusler [mailto:bkusler@sioux-city.org]
Sent: Wednesday, March 25, 2015 2:28 PM
To: BCA@BearCreekArcheology.com
Subject: Woodbury County Sites

David

Please find attached maps.

Site A represents a 2 mile grading project. It is not a federal aid project but is on a route. We would require a phase I limits would be 150' left and right of centerline.

Site B Represents a bridge replacement which would require a phase I in a 150' radius of the bridge.

Site C Represents a bridge replacement which would require a phase I in a 150' radius of the bridge

Site D Represents a bridge replacement which would require a phase I in a 150' radius of the bridge

Site E Represents three (3) small sites which we are required to purchase ROW. The ROW is very small approximately 0.15 acre or less, still need a Phase I.

We would like to schedule your work as soon as possible. Could you supply a contract not to exceed for the work with actual billed as I with questions 712-898-1898.

Ben Kusler
Woodbury County Project Engineer
712-873-3215

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Bonnie Humpal
A&J Petersburg Agency 106 College Drive Box 290 Decorah IA 52101-0290	PHONE (A/C, No, Ext): (563) 382-3627 FAX (A/C, No): (563) 382-2512 E-MAIL ADDRESS: bhumpal@ajpetersburg.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Bear Creek Archeology, Inc. 24091 York Avenue PO Box 347 Cresco IA 52136	INSURER A: Cincinnati Insurance	10677
	INSURER B: Cincinnati Indemnity	23280
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15/16 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC	X		EPP0054691	1/1/2015	1/1/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			EPP0054691	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC1856544	1/1/2015	1/1/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark P. Jonlan

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OP ID: JS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/10/2015

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1ST Insurance Agency 20 E. State St. Mason City, IA 50401 John Moran	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BEARC-1
INSURED Bear Creek Archeology, Inc. P.O. Box 347 Cresco, IA 52136	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Darwin Select Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$
	POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liab			0306-5423	04/10/2015	04/10/2016	Aggreg	1,000,000
	Retained Limit			$5,000			Per Occ	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For illustration purposes only.

CERTIFICATE HOLDER

TO40001

TO WHOM IT MAY CONCERN

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John P. Moran

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WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

#12f

Date: April 9, 2015

Weekly Agenda Date: April 14, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, P.E., Woodbury County Engineer, Secondary Road Dept.

SUBJECT: **Consideration of Approval of the FY 2016 Secondary Road Budget for Iowa DOT**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

Consideration X

WORDING FOR AGENDA ITEM: Consideration of approval of the Secondary Road Budget for Iowa Department of Transportation.

EXECUTIVE SUMMARY: The county board of supervisors is charged with the duty of establishing policies and providing adequate funds to properly maintain the secondary road system. The county engineer, pursuant to section 309.21 and board policy, shall adopt such methods and recommend such personnel and equipment necessary to maintain continuously, in the best condition practicable, the entire mileage of said system. The county engineer and board of supervisors annually report the budget for the secondary road department to the Iowa Department of Transportation.

BACKGROUND: The county secondary road budget was set by the board of supervisors at the March 10, 2015 meeting. The attached budget reports the FY 2015 budget to the Department of Transportation

FINANCIAL IMPACT: Annual budget approval. The secondary road budget has been approved by the Board as part of the county budget. That budget must be reported to Iowa DOT.

RECOMMENDATION: Recommend approval of the secondary road department budget.

ACTION REQUIRED: Motion to approve the FY 2015 secondary road department budget.

Iowa Department of Transportation

	SECONDARY ROAD BUDGET	County:	Woodbury County
		Fiscal Year:	2016
		Version:	Original

COUNTY CERTIFICATION

This Secondary Road Budget was adopted by the Board of Supervisors on _____
Date

ATTESTED

_____ _____
County Auditor Date

_____ _____
County Engineer Date

_____ _____
Chairperson, Board of Supervisors Date

IOWA DOT BUDGET APPROVALS

Recommended Approval: _____ _____
OLS Reviewer Date

Approved: _____ _____
Director, Office of Local Systems Date

Generated: 09-Apr-2015 12:14 PM

F. Y. **2016** SECONDARY ROAD BUDGET for **Woodbury County**
Original

		Actual Receipts Prior Years		Estimated Receipts	
		2nd Prior	1st Prior	Current	Next
		From: 01-Jul-2012	From: 01-Jul-2013	From: 01-Jul-2014	From: 01-Jul-2015
		To: 30-Jun-2013	To: 30-Jun-2014	To: 30-Jun-2015	To: 30-Jun-2016
1. County Auditor's Secondary Road Fund Beginning Balance		$1,282,829	$2,126,740	$3,254,615	$1,892,525
2. Receipts from Property Tax Levies	**2.21700** Dollars on all taxable property in county except on that within cities and towns. (Rural Basic levy rate)	$945,000	$2,328,000	$2,328,000	$2,328,000
	0.00000 Dollars on all taxable property in (General Basic levy rate)				
2A. Local Option Sales Tax		$1,878,875	$2,002,092	$1,900,000	$2,000,000
3. Regular Road Use Tax Received	(Don't include transfer of local R.U.T. to FM account for const. on FM routes)	$3,920,415	$4,197,394	$3,991,947	$5,147,880
3b. Amount for 306.4(a3)	(Senate File 451 - FM Ext. in City <=500)	$277,003	$46,981	$45,854	$56,695
3c. Time 21		$521,127	$490,457	$474,109	$500,000
4. RISE Funds		$0	$0	$1,500,000	$800,000
5. Bridge Replacement Funds		$805,423	$269,873	$256,000	$0
6. Proposed transfer of FM funds to Local Secondary Fund. *(Section 309.10 - Code of Iowa)*		$0	$0	$0	$0
7.Tax Refunds (-) and/or Credits (+). *(Section 309.10 - Code of Iowa)*		$3,899	$4,195	$0	$0
8. Miscellaneous Receipts	FEMA	$145,742	$105,714	$140,000	$400,000
	Reimbursements - ER money	- $5	- $9	$260,000	$260,000
Donations, sale of used materials, Special Assessments, etc.	Misc State Grants	$0	$0	$30,000	$360,000
	Misc Receipts	$0	$0	$11,000	$184,000
		$0	$0	$360,000	$0
Itemize for Next Year		$0	$0	$0	$0
9. Total of Miscellaneous Receipts *(Sum of 7a through 7f)*		$145,737	$105,705	$801,000	$1,204,000
10. TOTAL RECEIPTS *(Add Lines 1, 2, 3, 4, 5, 6, & 8)*		**$9,780,308**	**$11,571,437**	**$14,551,525**	**$13,929,100**

11. Road Use Tax Funds transferred or to be transferred by State Treasurer, at county request, to FM fund for construction.	$0	$0	$0	$0

F. Y. **2016** SECONDARY ROAD BUDGET for **Woodbury County** COUNTY

Original

Summary of Actual and Proposed Expenditures	Actual Expenditures Prior Years		Estimated Expenditures	
	2nd Prior	1st Prior	Current	Next
	From: 01-Jul-2012	From: 01-Jul-2013	From: 01-Jul-2014	From: 01-Jul-2015
70X * Administration and Engineering	To: 30-Jun-2013	To: 30-Jun-2014	To: 30-Jun-2015	To: 30-Jun-2016
700 Administration Expenditures *(100)*	$231,403	$246,959	$281,000	$288,425
701 Engineering Expenditures *(100)*	$684,400	$699,874	$834,000	$847,270
TOTAL - ADMINISTRATION & ENGINEERING :	**$915,803**	**$946,833**	**$1,115,000**	**$1,135,695**
020 * Construction				
Adjusted Construction Program Expenditures *(300)* on FM and Local Sec. Roads *(With other than FM funds ---See Accomplishment Year projects)*	**$702,707**	**$893,703**	**$4,700,000**	**$4,400,000**
71X * Roadway Maintenance				
710 Bridges and Culverts *(420, 430)*	$218,008	$172,456	$243,000	$243,705
711 Roads *(4250, 460, 480)*	$2,598,628	$2,872,303	$2,880,000	$2,979,900
712 Snow and Ice Control *(520)*	$232,262	$327,036	$394,000	$486,310
713 Traffic Controls *(590)*	$374,026	$245,860	$291,000	$316,900
714 Road Clearing *(490)*	$296,843	$267,226	$265,000	$244,000
TOTAL - ROADWAY MAINTENANCE :	**$3,719,767**	**$3,884,881**	**$4,073,000**	**$4,270,815**
72X * General Roadway				
720 New Equipment *(610)*	$440,124	$619,995	$680,000	$705,000
721 Equipment Operations *(620, 630, 650)*	$1,696,367	$1,761,209	$1,782,000	$1,850,190
722 Tools, Materials and Supplies *(655, 660, 670, 680, 690)*	$86,118	$168,377	$199,000	$203,500
723 Real Estate and Buildings *(800)*	$92,682	$41,824	$110,000	$90,000
TOTAL - GENERAL ROADWAY :	**$2,315,291**	**$2,591,405**	**$2,771,000**	**$2,848,690**
TOTAL EXPENDITURES (70X + 020 + 71X + 72X)	**$7,653,568**	**$8,316,822**	**$12,659,000**	**$12,655,200**
County Auditor's Bal. of Sec. Road Fund at end of Fiscal Year	$2,126,740	$3,254,615	$1,892,525	$1,273,900
TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	**$9,780,308**	**$11,571,437**	**$14,551,525**	**$13,929,100**

* Control items

#129

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: April 9, 2015

Weekly Agenda Date: April 14, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, P.E., Woodbury County Engineer, Secondary Road Dept.

SUBJECT: **Consideration of Approval of the Secondary Road FY 2016 to FY 2020 Construction Program for Iowa DOT**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

Consideration

WORDING FOR AGENDA ITEM: Consideration of the Secondary Road FY 2016 to FY 2020 Construction Program for Iowa Department of Transportation.

EXECUTIVE SUMMARY: On or before the fifteenth day of April of each year the board of supervisors, with the assistance of the county engineer, shall, subject to the approval of the department, adopt a secondary road construction program which shall include a project accomplishment list for the next fiscal year, and a project priority list for the succeeding four fiscal years based upon the construction funds, local secondary and farm-to-market, estimated to be available for the period. Subject to departmental approval, any project on the approved priority list may be advanced to and constructed in the accomplishment year and the project accomplishment list may be revised due to unforeseen conditions.

BACKGROUND: The program has some new projects advanced because of need or programmed for the fifth year of the program. Most projects have been working their way through the program toward letting and construction. The project selection reflects the county engineer's recommendation of work necessary to maintain the county secondary road system as required by sections 309.27 and 309.28 of the Code of Iowa.

FINANCIAL IMPACT: Annual five year program approval. The FY 2016 projects are within the accomplishment year and are budgeted for construction in FY 2016, barring unforeseen circumstances that may lead to project delay. Subsequent years provide guidance for programming and budgeting future projects and are based on anticipated revenue levels in out years.

RECOMMENDATION: Recommend approval of the FY 2016 Five Year Construction Program.

ACTION REQUIRED: Motion to approve the program.

Approved by Board of Supervisors March 3, 2015.

County: **Woodbury County**

Fiscal Year: **2016**

Version: **Original**

Iowa Department of Transportation

SECONDARY ROAD CONSTRUCTION PROGRAM

COUNTY CERTIFICATION

The detailed construction program for the secondary road system was adopted by the Board of Supervisors on _____.
Date

ATTESTED

_____ _____
County Auditor Date

_____ _____
County Engineer Date

_____ _____
Chairperson, Board of Supervisors Date

IOWA DOT PROGRAM APPROVALS

Recommend Approval: _____ _____
OLS Reviewer Date

Approval: _____ _____
Director of Local Systems Date

FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

Project Number Local ID Project Name	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year FY: 2016	Priority Years 1st FY: 2017	2nd FY: 2018	3rd FY: 2019	4th FY: 2020	$ Total Notes:
BROS-C097(120)--5F-97 TPMS ID: 11705	D53: From SEC 6-86-45 to GARRETSON CREEK Bridge S6-T86-R45	120 - 120 0 350950	FM Previous	$0 320 - Bridges	LCL						$400
					FMO	80					
					SPC						
				STP-HBP	FA	320					
BROS-C097(128)--5F-97 Bridge D214 Replacement TPMS ID: 8915	K-49: From 130th Street to 140th Street Bridge Replacement S21-T89-R45	0 355144	FA and FM Previous	$0 320 - Bridges	LCL						$400
					FMO	80					
					SPC						
				STP-HBP	FA	320					
BRS-C097(112)--60-97 BROS-C097(053500) TPMS ID: 16571	D-25: Over Big Whiskey Creek Bridge Replacement S31-T88-R46	2170 0 053500	Previous	$0 320 - Bridges	LCL						$600
					FMO	120					
					SPC						
				STP-HBP	FA	480					
FM-C097(126)--55-97 Correctionville Rd Gr&Dr TPMS ID: 18345	D22: From Buchanan Rd to Delaware Rd. grade and drain w/pavement rehab S29-T89-R46	330 - 330 4.28	FM Previous	$0 366 - HMA Paving	LCL						$750
					FMO	750					
					SPC						
				FM	FA						
FM-C097(86)--55-97 FM-C097(86) TPMS ID: 7739	D-22: From Delaware Ave. to Eastland Ave. Culvert Replacements S31-T89-R45	330 0.2	FM Previous	$0 332 - Box Culverts	LCL						$200
					FMO	200					
					SPC						
				FM	FA						
L-B(B82)--73-97 140th Street Bridge (B82) TPMS ID: 20706	140TH ST: From Kossuth Avenue to Lee Avenue S28-T89-R43	25 - 25 354860	Local Previous	$0 320 - Bridges	LCL	250					$250
					FMO						
					SPC						
				LOCAL	FA						

FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

Project Number Local ID Project Name	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year FY: 2016	Priority Years 1st FY: 2017	2nd FY: 2018	3rd FY: 2019	4th FY: 2020	$ Total Notes:
L-B(D38)--73-97 Bridge D38 Replacement TPMS ID: 10229	120th: From Emmet to Fayette Bridge Replacement S16-T89-R45	50 0.1 355132	Local Previous	$0 320 - Bridges	LCL	250					$250
					FMO						
					SPC						
				LOCAL	FA						
L-B(K23)--73-97 Bridge K23 Replacement TPMS ID: 18347	180TH ST: From Lucas Ave. to Lenox Ave. S17-T88-R43	25 - 25 0.1 353260	FA Previous	$0 320 - Bridges	LCL	430					$430
					FMO						
					SPC						
				LOCAL	FA						
L-B(L212)--73-97 Bridge L212 Replacement TPMS ID: 5771	Story Ave.: From 190th Street to 200th Street Construct RCB Culvert S22-T88-R42	5 0 352930	Local Previous	$0 332 - Box Culverts	LCL	320					$320
					FMO						
					SPC						
				LOCAL	FA						
L-B(N91)--73-97 Bridge N91 Replacement TPMS ID: 24853	260TH ST: Over CREEK S27-T87-R43	20 - 20 0 365345	FA Previous	$0 320 - Bridges	LCL	10					$10
					FMO						
					SPC						
				LOCAL	FA						
L-B(P260)--73-97 Grundy Ave Br P260 TPMS ID: 14299	Grundy Ave: From 260th Street to 270th Street Bridge Replacement S28-T87-R45	80 352435	Local Previous	$0 320 - Bridges	LCL						$50
					FMO						
				OTHER	SPC	50					
				LOCAL	FA						
L-B(Q10)--73-97 Bridge Q10 Replacement TPMS ID: 14300	220th Street: From Eastland Ave. to Fayette Ave. Bridge Replacement S35-T88-R46	40 0.1 352490	Local Previous	$0 320 - Bridges	LCL						$240
					FMO						
				OTHER	SPC	240					
				LOCAL	FA						

FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

Project Number Local ID Project Name	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year FY: 2016	Priority Years 1st FY: 2017	2nd FY: 2018	3rd FY: 2019	4th FY: 2020	$ Total Notes:
L-B(W107)--73-97 330th Street Bridge (W107) TPMS ID: 20704	S26-T86-R43	5 - 5 350620	Previous	$0 320 - Bridges	LCL						$500
					FMO						
				OTHER	SPC	500					
				LOCAL	FA						
L-B(W153)--73-97 Bridge W153 Replacement TPMS ID: 4201	Morgan Trail: From D54 to 270th Street Construct Concrete Bridge S05-T86-R43	25 0.1 350380	Local Previous	$0 320 - Bridges	LCL						$500
					FMO						
				OTHER	SPC	500					
				LOCAL	FA						
L-B(X101)--73-97 Bridge X101 Replacement TPMS ID: 12782	325th Street: From Pocohontas Ave to D54 Bridge Replacement S29-T86-R42	15 0 350270	Local Previous	$0 320 - Bridges	LCL						$300
					FMO						
				OTHER	SPC	300					
				LOCAL	FA						
L-B(X14)--73-97 Bridge X14 Replacement TPMS ID: 14301	280th Street: From Pocohontas Ave. to L-37 Bridge Replacment S32-T87-R42	15 349990	Local Previous	$0 320 - Bridges	LCL	320					$320
					FMO						
					SPC						
				LOCAL	FA						
L-Gravel--73-97 Granular Resurfacing TPMS ID: 32611	On Countywide, NA, from Various locations countywide Granular Surfacing in all districts S--T--R--		Local New	$0 361 - Granular	LCL	300	300	300	300	300	$1,500
					FMO						
					SPC						
				LOCAL	FA						
L-M208--73-97 Culvert replacement TPMS ID: 32613	On to be determined, Over unnamed creek, from Point a east .5 Miles to point b, on NLINE S T R Culvert replacement S32-T87-R42	20 - 20 0	Local New	$0 332 - Box Culverts	LCL	200					$200
					FMO						
					SPC						
				LOCAL	FA						

FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

Project Number Local ID Project Name	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year FY: 2016	Priority Years 1st FY: 2017	2nd FY: 2018	3rd FY: 2019	4th FY: 2020	$ Total Notes:
L-N48--73-97 240th Street Culvert TPMS ID: 32612	On 240TH ST, Over unnamed creek, from Hwy 31 East .5 Miles to Dead end , on NLINE S17 T87 R43 Replace existing short span bridge with box culvert S17-T87-R43	10 - 10 0	Local New	$0 332 - Box Culverts	LCL	200					$200
					FMO						
					SPC						
				LOCAL	FA						
LFM-(D50)--7X-97 L-FM-C097(D50) TPMS ID: 12778	D-50: From Iowa Hwy 31 to L27 Grade for future paving S20-T87-R43	60 2.5	Local Previous	$0 352 - Excavation	LCL						$1,000
					FMO						
				OTHER	SPC	1,000					
				LOCAL	FA						
RCX-C097(119)--9B-97 RISE Project serving CF Industries TPMS ID: 24837	D51 - K25: Port Neal Road, 260th Street and 259th Street Project on 260th Street/Port Neal Road - turn lane improvements, RR Xing signals on 260th Street, and construct new 255th Street S19-20-T88-R47	1150 - 1540 3	FA and FM Previous	$0 367 - PCC Paving	LCL						$1,000
					FMO						
				BOND*	SPC	1,000					
				RISE	FA						
STP-S-C097(127)--5E-97 Salix Pavement Replacement TPMS ID: 24956	POPLAR ST: From I-29 Interchange to K45 Intersection Pavement replacement - combined with I29 overpass replacement S34-T87-R47	860 - 990 0.8	FA and FM Previous	$0 367 - PCC Paving	LCL						$550
					FMO	110					
					SPC						
				STP	FA	440					
BROS-C097(L275)--5F-97 Union Ave Bridge L275 TPMS ID: 21791	L43: From 190th Street to 200th Street 100 x 30 bridge estimated S24-T88-R42	45 0.1 353010	FM Previous	$0 320 - Bridges	LCL						$500
					FMO		100				
					SPC						
				STP-HBP	FA		400				
FM-C097(D254)--55-97 Old Hwy 20 (D254) TPMS ID: 14258	150th Street: From Eastland Ave. to K-49 Bridge Replacement S32-T89-R45	330 355173	FM Previous	$0 320 - Bridges	LCL						$600
					FMO		600				
					SPC						
				FM	FA						

FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

Project Number Local ID Project Name	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year	Priority Years				$ Total Notes:
							1st	2nd	3rd	4th	
						FY: 2016	FY: 2017	FY: 2018	FY: 2019	FY: 2020	
FM-C097(K203)--55-97 BROS-CO97(353400) TPMS ID: 12827	O'Brien Ave.: From D38 to 210th Street Bridge Replacement S36-T88-R43	210 0.1 353400	FM Previous	$0 320 - Bridges	LCL						
					FMO		400				$400
					SPC						
				FM	FA						
FM-C097(L37)--55-97 L37 HMA resurfacing TPMS ID: 20683	L37: From Hwy 20 to D38 HMA rehab and resurfacing S33-T88-R42	280 - 320 6	FA and FM Previous	$0 366 - HMA Paving	LCL						
					FMO		1,000				$1,000
					SPC						
				FM	FA						
L-B(L77)--73-97 Bridge L77 Replacement TPMS ID: 24859	S25-T88-R42	15 - 15 0 353050	Previous	$0 320 - Bridges	LCL						
					FMO						$220
				OTHER	SPC		220				
				LOCAL	FA						
L-B(U51)--73-97 320th Street Bridge TPMS ID: 21765	320th Street: From Humboldt Ave to Hancock Ave Estimated structure size 150 x 24 S27-T86-R45	20 0.1 351070	FA Previous	$0 320 - Bridges	LCL		700				
					FMO						$700
					SPC						
				LOCAL	FA						
L-B(V842)--73-97 Bridge V-84-2 Replacement TPMS ID: 24851	LEE AVE: Over STREAM S13-T86-R44	25 - 25 0 350780	FA Previous	$0 320 - Bridges	LCL						
					FMO						$250
				OTHER	SPC		250				
				LOCAL	FA						
L-C-07(3)--73-97 L-C07(3) TPMS ID: 15426	Minnesota Ave: From 150th Street to Hwy 20 Replace Box Culvert S30-T89-R42	190 0.1	Local Previous	$0 332 - Box Culverts	LCL		10				
					FMO						$100
				OTHER	SPC		90				
				LOCAL	FA						

FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

Project Number Local ID Project Name	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year	Priority Years				$ Total Notes:
							1st	2nd	3rd	4th	
						FY: 2016	FY: 2017	FY: 2018	FY: 2019	FY: 2020	
L-C07(4)--73-97 L-C07(4) TPMS ID: 15427	Minnesota Ave.: From to Replace Box Culvert S30-T89-R42	190 0.1	Local Previous	$0 332 - Box Culverts	LCL		10				$100
					FMO						
				OTHER	SPC		90				
				LOCAL	FA						
L-C07(5)--73-97 L-C07(5) TPMS ID: 15428	Minnesota Ave.: From to Replace Box Culvert S19-T89-R42	190 0.1	Local Previous	$0 332 - Box Culverts	LCL		10				$100
					FMO						
				OTHER	SPC		90				
				LOCAL	FA						
L-C07(6)--73-97 L-C07(6) TPMS ID: 15429	Minnesota Ave.: From to Replace Box Culvert S18-T89-R42	230	Local Previous	$0 332 - Box Culverts	LCL		10				$100
					FMO						
				OTHER	SPC		90				
				LOCAL	FA						
L-C07(7)--73-97 L-C07(7) TPMS ID: 15430	D-54: From to Replace Box Culvert S13-T86-R43	260 0.1	Local Previous	$0 332 - Box Culverts	LCL		20				$100
					FMO						
				OTHER	SPC		80				
				LOCAL	FA						
L-C10(1)--73-97 210th St. rcb drop inlet TPMS ID: 19604	210th Street: From Lucas Ave. to Hwy 31 Culvert replacement and drop inlet construction S32-T88-R43		Local Previous	$0 -	LCL		5				$45
					FMO						
				OTHER	SPC		40				
				LOCAL	FA						
LFM-(D50)--7X-97 L-FM(D50) TPMS ID: 12832	D50: From Hwy 31 to L27 PCC Paving S19-T87-R43	40 - 150 2.34	FA and FM Previous	$0 367 - PCC Paving	LCL						$910
					FMO						
				OTHER	SPC		910				
				LOCAL	FA						

FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

Project Number Local ID Project Name	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year	Priority Years				$ Total Notes:
							1st	2nd	3rd	4th	
						FY: 2016	FY: 2017	FY: 2018	FY: 2019	FY: 2020	
BROS-C097(H181)--5F-97 BROS-CO97(H181) TPMS ID: 12828	K-67: From 185th St. to 210th St. Bridge Replacement S24-T88-R45	10 0 353810	FM Previous	$0 320 - Bridges	LCL						$400
					FMO			80			
					SPC						
				STP-HBP	FA			320			
L-B(0102)--73-97 Bridge O102 Replacement TPMS ID: 24852	260TH ST: Over STREAM S28-T87-R44	25 - 25 0 352210	FA Previous	$0 320 - Bridges	LCL						$280
					FMO						
				OTHER	SPC			280			
				LOCAL	FA						
L-B(B64)--73-97 Bridge B64 Replacement TPMS ID: 25005	130TH ST: Over STREAM S20-T89-R43	10 - 10 0 354810	FA Previous	$0 320 - Bridges	LCL						$220
					FMO						
				OTHER	SPC			220			
				LOCAL	FA						
L-B(C274)--73-97 Jewell Ave. Bridge C274 TPMS ID: 20705	JEWELL AVE: From 110th Street to 120th Street S7-T89-R43	50 - 50 354750	Local Previous	$0 320 - Bridges	LCL			350			$350
					FMO						
					SPC						
				LOCAL	FA						
L-B(J178)--73-97 Jewell Ave J178 TPMS ID: 21789	Jewell Ave: From 170th Street to 180th Street Estimated 100' x 30' CCS S9-T88-R44	20 0.1 353490	Local Previous	$0 320 - Bridges	LCL			420			$420
					FMO						
					SPC						
				LOCAL	FA						
L-B(K20)--73-97 Bridge K20 Replacement TPMS ID: 25004	180TH ST: Over STREAM S14-T88-R43	30 - 30 0 353240	FA Previous	$0 320 - Bridges	LCL						$480
					FMO						
				OTHER	SPC			480			
				LOCAL	FA						

FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

Project Number Local ID Project Name	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year	Priority Years				$ Total Notes:
							1st	2nd	3rd	4th	
						FY: 2016	FY: 2017	FY: 2018	FY: 2019	FY: 2020	
L-B(L78)--73-97 200th Street Bridge-Rock Twp TPMS ID: 21788	200th Street: From Union Ave. to Woodbury-Ida County Line Rd Estimated 80 x 30 bridge S25-T88-R42	20 0.1 353040	Local Previous	$0 320 - Bridges	LCL						$300
					FMO						
				OTHER	SPC			300			
				LOCAL	FA						
STP-S-C097(D54)--5E-97 D54 PCC Overlay TPMS ID: 29463	On D54, from Intersection of D54 and IA 31 east 5.6 Miles to Just east of the intersection of D54 and L27 County Highway D54 from the intersection of D54 and Hwy 31 east to just east of the intersection of D54 and L27 S--T--R--	320 5.597	FA and FM Previous	$0 367 - PCC Paving	LCL						$1,750
					FMO			750			
					SPC						
				STP	FA			1,000			
FM-C097(D38)--55-97 FM-C097(B) TPMS ID: 14260	D-38: From K-42 to K-64 Resurface D-28 S28-T88-R45	600 - 620 7.3	Local Previous	$0 366 - HMA Paving	LCL						$1,400
					FMO				1,400		
					SPC						
				FM	FA						
L-B(M66)--73-97 Bridge M66 replacement TPMS ID: 29464	On 240TH ST, Over STREAM, from Taylor Avenue East 0.8 Miles to Union Avenue, on NLINE S14 T87 R42 S14-T87-R42	20 0 351430	Local Previous	$0 320 - Bridges	LCL				300		$300
					FMO						
					SPC						
				LOCAL	FA						
LFM-B(U138)--7X-97 Bridge U138 TPMS ID: 29450	On Hancock Avenue - K67, Over Wolf Creek, from 280th Street to 290th Street, along WLINE S1 T86 R45 S1-T86-R45	0.2	FM Previous	$0 320 - Bridges	LCL				750		$750
					FMO						
					SPC						
				LOCAL	FA						
STP-S-C097(K25)--5E-97 Port Neal Road Improvement TPMS ID: 32763	On K25, from 235th Street South 1.0 Miles to Gelita Plant, S17 T87 R47 S17-T87-R47	1150 - 1150 1.08	New	$0 367 - PCC Paving	LCL						$1,000
					FMO						
				OTHER	SPC				593		
				STP	FA				407		

FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

Project Number Local ID Project Name	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year FY: 2016	Priority Years 1st FY: 2017	2nd FY: 2018	3rd FY: 2019	4th FY: 2020	$ Total Notes:
BROS-C097(H266)--5F-97 Hancock Avenue Bridge Replacement TPMS ID: 32651	On K67, Over WOLF CREEK, from 210th Street south 0.2 Miles to 220th Street, on WLINE S36 T88 R45 Replace existing bridge with a new CCS Bridge S36-T88-R45	60 - 60 0 353910	FM New	$0 320 - Bridges	LCL						$700
					FMO					140	
					SPC						
				STP-HBP	FA					560	
FM-C097(D38)--55-97 D38 HMA Resurfacing TPMS ID: 32655	On D38, from County Route K64 East 10.3 Miles to IA Hwy 31, S1 T87 R45 HMA Resurfacing on D38 from Moville Blacktop to Hwy 31 S1-T87-R45	410 - 480 10.317	New	$0 366 - HMA Paving	LCL						$2,000
					FMO					2,000	
					SPC						
				FM	FA						
L-D42--73-97 120th Street Bridge Replacement D42 TPMS ID: 32653	On 120TH ST, Over MUDDY CREEK, from Eastland Ave east 0.8 Miles to Emmett Avenue, on NLINE S17 T89 R45 Replace existing Bridge D42 S17-T89-R45	60 - 60 0 355137	Local New	$0 320 - Bridges	LCL					500	$500
					FMO						
					SPC						
				LOCAL	FA						
L-N-206--73-97 Replace Michigan Avenue Culvert N206 TPMS ID: 32654	On MICHIGAN AVE, Over unnamed creek, from Mason Avenue northeasterly 1.0 Miles to 250th Street, in NW S23 T87 R43 Replace existing box culvert on Michigan Avenue number N-206 S23-T87-R43	5 - 5 0	Local New	$0 332 - Box Culverts	LCL					200	$200
					FMO						
					SPC						
				LOCAL	FA						

FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM SUMMARY

For

Woodbury County

In thousands of dollars						
Year	**2016**	**2017**	**2018**	**2019**	**2020**	**Total**
LCL	2,280	1,065	1,070	1,350	1,000	6,765
FMO	1,340	2,100	830	1,400	2,140	7,810
SPC	3,590	1,860	1,280	593	0	7,323
FA	1,560	400	1,320	407	560	4,247
Totals:	8,770	5,425	4,500	3,750	3,700	26,145

PAVING POINT COMPUTATIONS

Woodbury County

Program Year:
2016

Local or FM Route	Project Number	Description/Location	Grade For Pave or Pave	Proposed Program Year	County/District Computations	Funct. Class	Current AADT	Closest Paved Parallel Route	Percent Trucks	Bonus Points	Total Points
Local	LFM-(D50)--7X-97 TPMS#: 12778	D-50: From Iowa Hwy 31 to L27 Grade for future paving S20-T87-R43	Grade for Pave	2016	County Computation	25	6	10	15	0	56
					OLS Review						
FA and FM	LFM-(D50)--7X-97 TPMS#: 12832	D50: From Hwy 31 to L27 PCC Paving S19-T87-R43	Pave	2017	County Computation	25	6	10	15	0	56
					OLS Review						
FA and FM	RCX-C097(119)--9B-97 TPMS#: 24837	D51 - K25: Port Neal Road, 260th Street and 259th Street Project on 260th Street/Port Neal Road - turn lane improvements, RR Xing signals on 260th Street, and construct new 255th Street S19-20-T88-R47	Pave	2016	County Computation	10	40	19	15	0	84
					OLS Review						

Notes:1. Bonus points must be accompanied by letter of documentation.
2. Do not list bridge, culvert and 3R projects.

#13

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: April 1, 2015

Weekly Agenda Date: April 14, 2015

DEPARTMENT HEAD / CITIZEN: Dennis Butler, Finance/Operations Controller

SUBJECT: LEC Step Replacement at Entry

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☐

WORDING FOR AGENDA ITEM: Discussion and action on replacement of stairs of the main entry to the LEC.

EXECUTIVE SUMMARY: The front steps have decayed to a point that it is a potential safety hazard. Also the top steps are undermined.

BACKGROUND: The main entry steps are 28 years old. As the building has settled since construction, there has been an undermining of the entry. A couple months ago, mud jacking was done on the top steps, a temporary fix.

FINANCIAL IMPACT: Move the CIP for FY 16 to the current FY 15. Estimate of replacement is $115,000.

RECOMMENDATION: Hire an architect to design a new entry to the LEC building. The architect recommended is Doug Rose from Bacon Creek

ACTION REQUIRED: Motion to approve the hiring of an architect to draw up plans for new steps to the LEC building.

Approved by Board of Supervisors March 3, 2015.

CIP Fund # 360 Financial Update
April 1, 2015
FY 2015

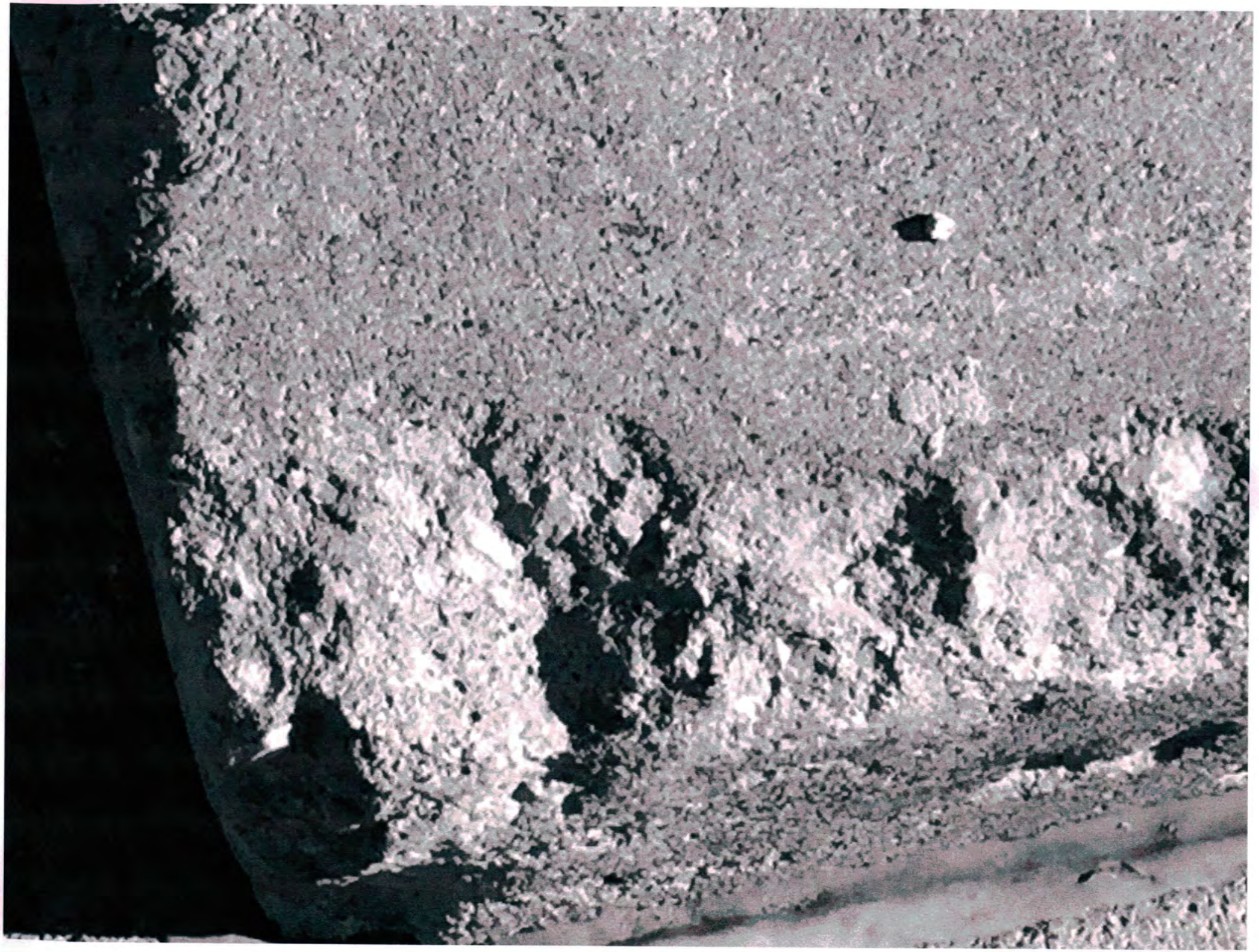
Cash Balance as of April 1, 2015			(57,684.79)
Revenues:			
Transfer from Conservation Reserve		182,000.00	
Capital Loan Note (In progress)		839,000.00	1,021,000.00
Total Resources			963,315.21
Disbursements:			
Expenditures Anticipated:			
Emergency Services Building Improvements			
Complete Concrete Driveway and Parking	10,000.00		
Replace Windows and Doors	15,000.00		
Building	20,000.00	45,000.00	
Conservation			
Brown's Lake Officer Residence - **WIP**	40,922.00		
Improvements at the Gun Range at Little Sioux Park - **WIP**	20,000.00	60,922.00	
Courthouse			
Fire Alarm Updates - **WIP**		62,969.00	
LEC Building			
Fire Alarm Updates - **WIP**	64,913.00		
Seal All Jail Plumbing Tunnels - **WIP**	3,000.00	67,913.00	
Trosper Hoyt			
Fire Alarm Updates - **WIP**	63,330.00		
Front of Trosper Hoyt Building Needs Re-Inforced - **WIP**	35,000.00		
Hand Rail on Front Stairway and Incline - **WIP**	4,000.00	102,330.00	
Prairie Hills			
Replace two Boilers at 35,000 each	70,000.00		
Hot Water Holding Tank	28,000.00	98,000.00	
WCICC Upgrades		132,436.00	
Total Projected Expenditures			569,570.00
Available Cash for Balance of FY 2015			**393,745.21**

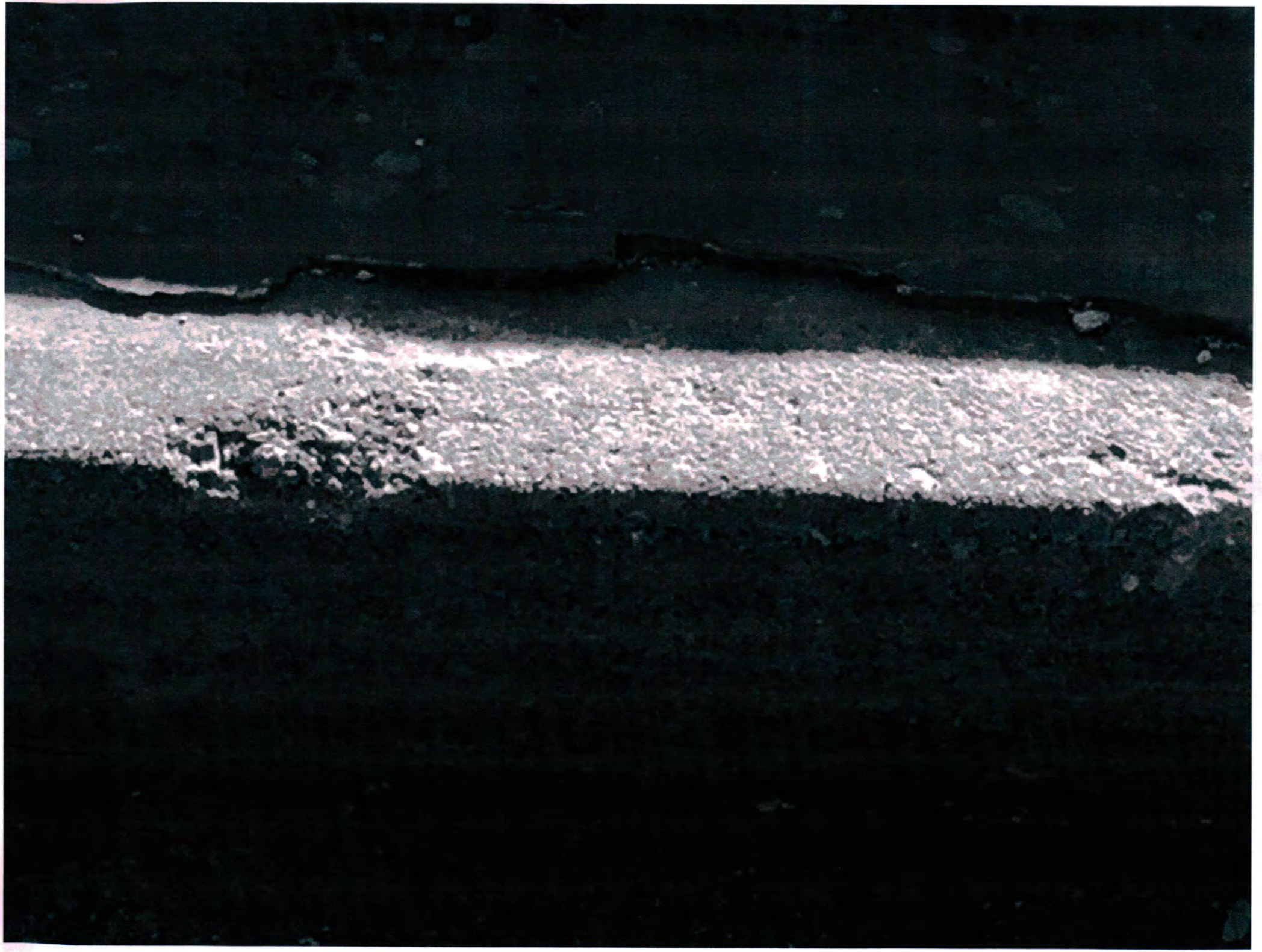
Woodbury County Capital Improvement Plan 2016-2020
Approved by the Board of Supervisors February 17, 2015

Project Title	Location/Submitter	Project Cost	CIP - Annual	Funding Sources: Bonds	Cons. Reserve	Other
2016						
Updating WCICC Technology	Courthouse/WCIC Director	$190,000	190,000	190,000		
Replace wood chip surfacing material at Little Sioux playground with rubberized chips	Conservation	$40,000	40,000		40,000	
Correct drainage problems on Bigelow Park swim area	Conservation	$50,000	50,000		50,000	
Construct one new cabin at Southwood Area	Conservation	$50,000	50,000		50,000	
Install 30 amp electric service to tent camping sites at Southwood Conservation Area	Conservation	$10,000	10,000		10,000	
New Voting Machines 1 of 3	County Auditor	$750,000	250,000	250,000		
District Health Building Remodeling	District Health	$300,000	300,000	300,000		
Purchase materials to complete concrete driveway	Emergency Services	$10,000	10,000	10,000		
Replace windows doors	Emergency Services	$15,000	15,000	15,000		
Building Improvements	Emergency Services	$20,000	20,000	20,000		
Capital Improvements	Starcom	$80,500	80,500	80,500		
Tower for Roof - Chiller	Bldg. Services - Crthouse	$35,000	35,000	35,000		
Replace Front Steps of LEC and Hand Rails	Bldg. Services - LEC	$110,000	110,000	110,000		
Replace All New Shut-offs for Water - Cold & Hot in Plumbing Tunnels	Bldg. Services - LEC	$18,000	18,000	18,000		
New Floors through Out Main Building	Bldg. Services - P/Hills	$25,000	25,000	25,000		
Lighting	Bldg. Services - P/Hills	$8,000	8,000	8,000		
Siding	Bldg. Services - P/Hills	$5,000	5,000	5,000		
Asphalt Needs Repaired and Coated	Bldg. Services - P/Hills	$12,000	12,000	12,000		
		2016 Total	**$1,228,500**	**$1,078,500**	**$150,000**	**$0**
2017						
Updating WCICC Technology	Courthouse/WCIC Director	$200,000	200,000	200,000		
Upgrading of computer equipment County wide - 5 yrs.	WCICC	$456,850	34,800	34,800		
New Voting Machines 2 of 3	County Auditor	$750,000	250,000	250,000		
Communication radio consoles 1 of 2	Comm. Center	$450,000	225,000	225,000		
Construc midsized enclosed structure at trailhead in Little Sioux Park	Conservation	$150,000	150,000		150,000	
Replace fishing/boating docks at Bigelow Park-Browns Lake	Conservation	$25,000	25,000		25,000	
Apply epoxy finish to floors and shower walls in two camper shower/restroom facilities at Little Sioux Park		$15,000	15,000		15,000	
Room 207 Carpet - Judges Area	Bldg. Services - Crthouse	$5,000	5,000	5,000		

Project Title	Location/Submitter	Project Cost	CIP - Annual	Funding Sources: Bonds	Cons. Reserve	Other
2017 (Con't)						
2nd Floor Carpet - Back Half	Bldg. Services - T/Hoyt	$6,500	6,500	6,500		
Paint Interior of Building	Bldg. Services - T/Hoyt	$20,000	20,000	20,000		
3rd Floor - New Carpet DHS	Bldg. Services - T/Hoyt	$16,000	16,000	16,000		
Paint Interior of Building	Bldg. Services - P/Hills	$6,000	6,000	6,000		
		2017 Total	**$953,300**	**$763,300**	**$190,000**	**$0**
2018						
Communication radio consoles 2 of 2	Comm. Center	$450,000	225,000	225,000		
Updating WCICC Technology	WCICC	$180,000	180,000	180,000		
Upgrading of computer equipment County wide - 5 yrs.	WCICC	$456,850	165,250	165,250		
New Voting Machines 3 of 3	County Auditor	$750,000	250,000	250,000		
Replace playground equipment near Little Sioux swimming beach	Conservation	$35,000	35,000		35,000	
Extend electric service to tent camping area on west of lake at Little Sioux Park.	Conservation	$10,000	10,000		10,000	
Resurface asphalt roads in Bigelow Park	Conservation	$100,000	100,000		100,000	
Replace stell roof on Fowler Forest open shelter	Conservation	$50,000	50,000		50,000	
Human Resource - New Carpet	Bldg. Services - Crthouse	$2,500	2,500	2,500		
CASA - New Carpet Except for Court Rooms	Bldg. Services - T/Hoyt	$16,000	16,000	16,000		
		2018 Total	**$1,033,750**	**$838,750**	**$195,000**	**$0**
2019						
Construct second small cabin unit at Southwood Conservation Area	Conservation	$50,000	50,000		50,000	
Provide some type of dust free or paved surfacing on the Southwood Conservation Area road	Conservation	$150,000	150,000		150,000	
Updating WCICC technology	WCICC	$195,000	195,000	195,000		
		2019 Total	**$395,000**	**$195,000**	**$200,000**	**$0**
2020						
Resurface asphalt roads in Little Sioux Park	Conservation	$250,000	250,000		250,000	
		2020 Total	**$250,000**	**$0**	**$250,000**	**$0**

WOODBURY COUNTY
LAW ENFORCEMENT CENTER





#14

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: 4-8-15

Weekly Agenda Date: 4-14-15

DEPARTMENT HEAD / CITIZEN: Mark Monson

SUBJECT: Door openers for the front doors on the LEC and Trosper-Hoyt

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☐

WORDING FOR AGENDA ITEM: We have had a complaint by a disabled person who was not able to get in the LEC with her wheelchair. She is requesting door openers be placed on the doors entering the LEC. There is also a need to install door openers on the Trosper-Hoyt building to include the main entrance and motor vehicle.

EXECUTIVE SUMMARY: The County is obligated to make buildings accessible to all persons.

BACKGROUND: This agenda item is returning from the 4-7-15 agenda. It was postponed to include Trosper-hoyt.

FINANCIAL IMPACT: Estimate = $10,000

RECOMMENDATION:

ACTION REQUIRED: Building Services will be given permission to install openers on the front doors of both buildings.

Approved by Board of Supervisors March 3, 2015.

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

Date: April 14th, 2015

Weekly Agenda Date: April 14th, 2015

DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

SUBJECT: Long-Term Facilities Planning

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☐
Give Direction ☐	Other: Informational ☒	Attachments ☐

WORDING FOR AGENDA ITEM: Information on Long-Term Facilities Planning

EXECUTIVE SUMMARY: A proposal for a long-term facilities plan. Given the nature of the request for two elevator repairs estimated at +$150,000, a request by one supervisor for a "space study," 5 Nexant-driven "Facility Energy Assessments" (2012), issues with the Law Enforcement steps and potential redesign, the CIP request of Siouxland District Health for Proposed Building Modifications, Jail Issues, and the long-term question of Prairie Hills, Woodbury County is in need for a long-term facilities plan that can be helped by a project developer. This would be akin to a 2050 Vision in terms of prioritization and a "roadmap" in conversations with the Board.

BACKGROUND: The Baker Group can minimize upfront financial risk to owners while developing the project scope, reduce overall project costs, work as the county's advocate, help realize energy efficiency potentials, maintain professional continuity from concept through completion, and beyond the warranty period, comply with all public procurement laws, and offer in-house expertise on all HVAC, Electrical, Building Automation, Fire and Security, and Professional Engineering and Construction Management. The Facility Improvement Master Plan is a time tested Comprehensive Turnkey Approach in project implementation.

FINANCIAL IMPACT: There is no upfront cost or obligation for Phase 1, the initial assessment. Costs are deliverable later on based on the initial estimate and a more detailed audit based on the prioritization of the Board. Professional Services under the Iowa Procurement Codes are not required to go out for bid or RFP and that includes engineering, architecture, and construction management. The Baker Group is unique in that they are the only company that has a State Master Contract with the State of Iowa.

RECOMMENDATION: The major recommendation is simply an initial step. Today's meeting would simply be the delivery of materials to allow fellow Supervisors time to read and digest over more than 10 days' time. I have invited and requested that the Chair put on the agenda a presentation by the Baker Group on April 14.

ACTION REQUIRED: None

Approved by Board of Supervisors March 3, 2015.

Baker GROUP

Woodbury County
Sioux City, Iowa

Facility Improvement Master Plan

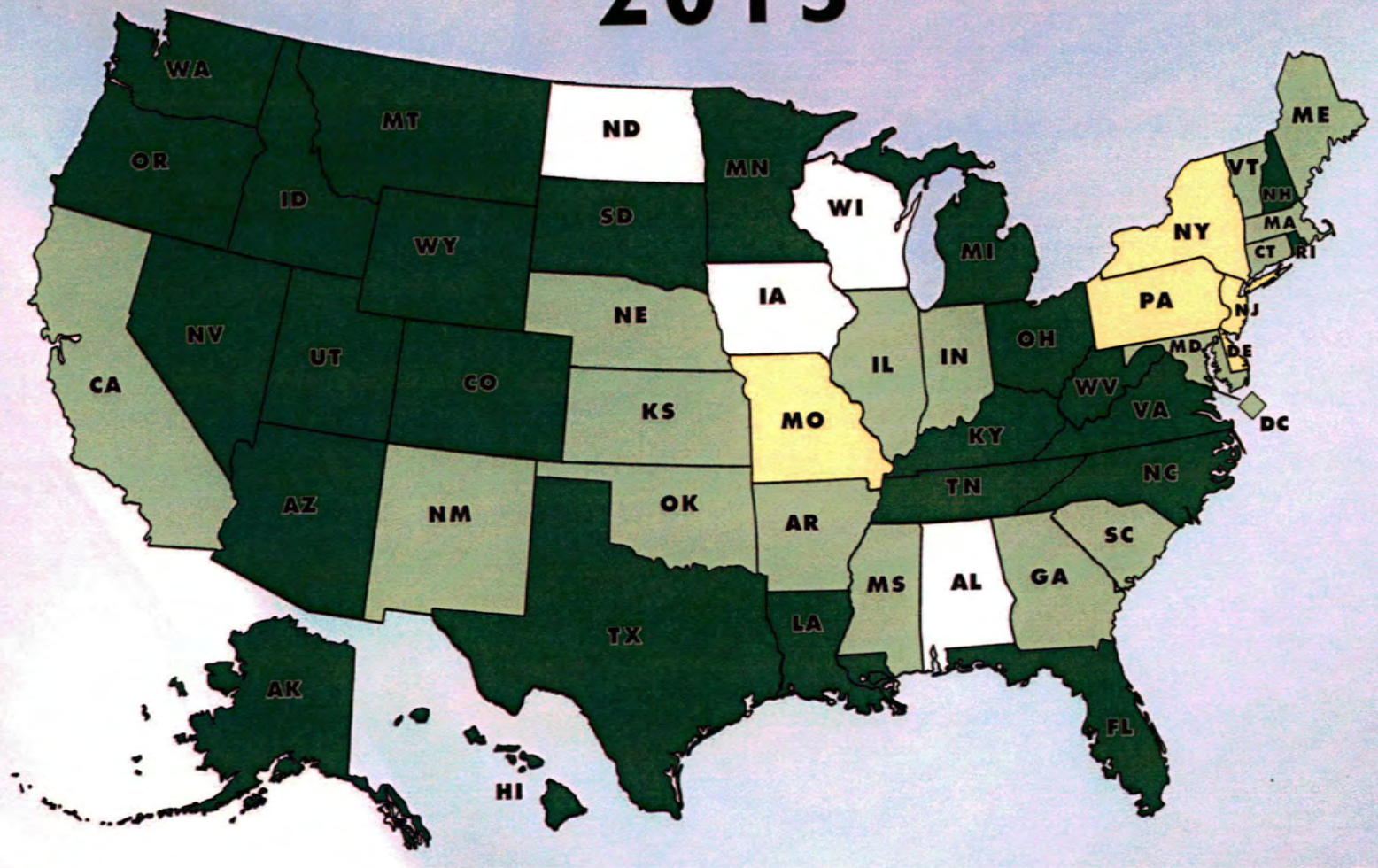
Today's Agenda

1. Program Development

   State of Iowa Master Contract with Energy Bank

2. Company Introduction
3. Building Systems Included
4. Focus and Objectives
5. Concept to Completion
6. Project Pictures
7. Questions & Answers

2013



DBIA
DESIGN-BUILD INSTITUTE OF AMERICA

- Design-build is limited to one political subdivision, agency or project
- Design-build is a limited option
- Design-build is widely permitted
- Design-build is permitted by all agencies for all types of design and construction

Program Development

- The program developed because of the lack of Design Build and/or Performance Contracting legislation in Iowa.
- Only State in the USA without either one.
- We developed our program to include the best of both worlds: **Concept to Completion** involvement and **Competitive Bid** for best pricing.
- Encourages Local Contractor Participation
- Proven Legal Process:
  - Procurement Laws with Transparent Bid Day
  - Design Laws

Program Development

- Implemented over **$25,000,000** of projects over past few years.
- All OSHA inspections have been passed.
- State of Iowa Master Agreement to provide our services to any Public Entity
- Iowa Economic Development Authority
  - Energy Bank project developer and manager

Company Introduction

- Full-Service Specialty Contractor

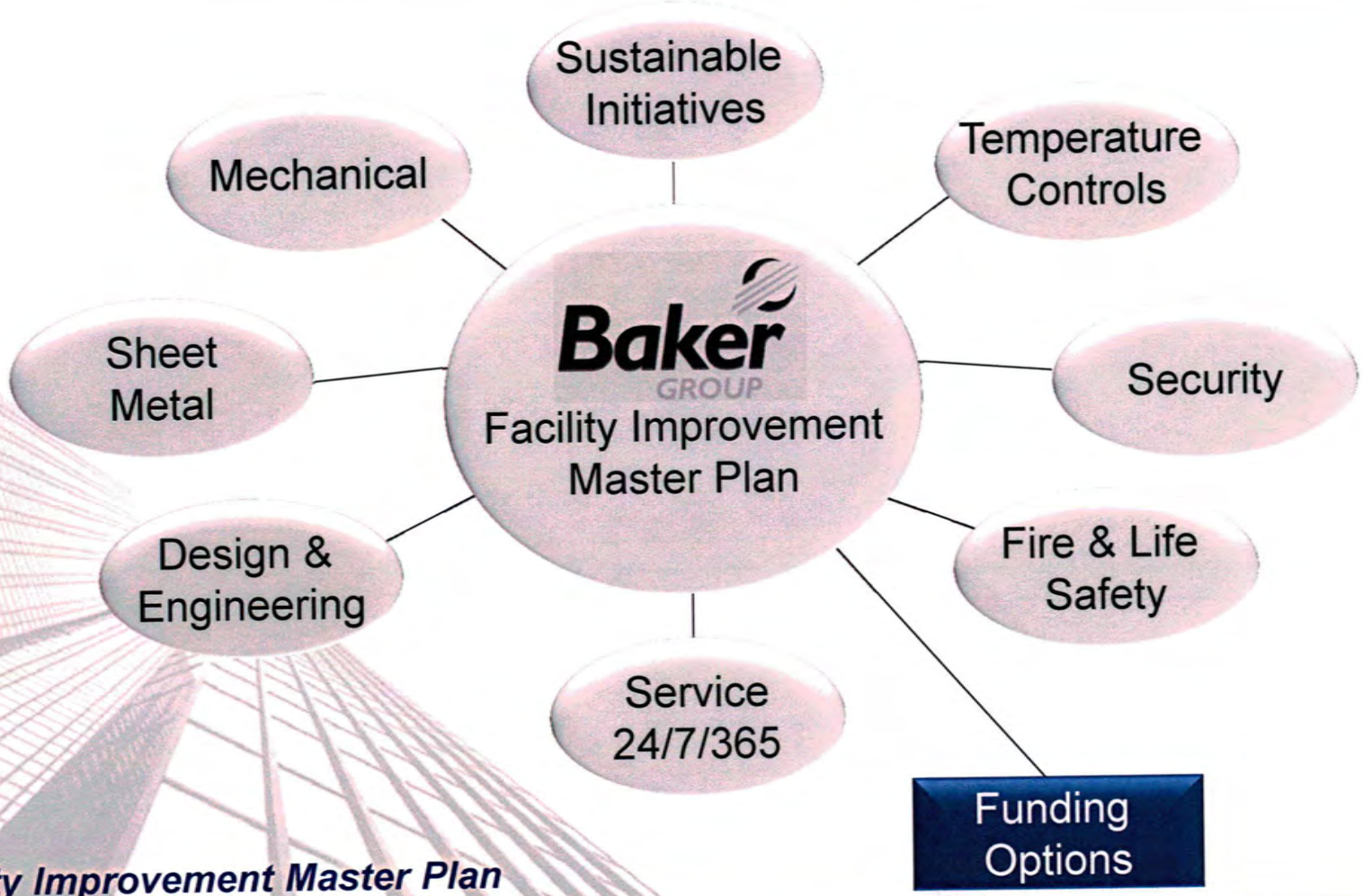
  Mechanical, Sheet Metal, Automation, Security, Fire Alarm Systems, Service

- Established in 1963
- Iowa Based – 4 offices across the state
- Over 550 Employees in Iowa
- 12 Professional Design Engineers
- 1 Architect on staff

Core Values

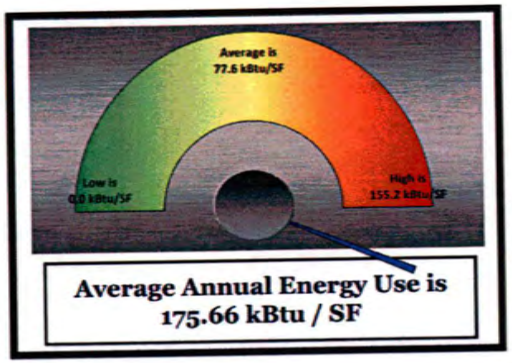
Maximize Value – Long Term Relationships – Nurture People – Honesty & Integrity – Innovative & Adaptable – Work Safely – Expect the Best

Total Company Support



Building Systems Included

- HVAC
  - Heating
  - Ventilation
  - Cooling
  - Central Plants
  - Automation
- Electrical Systems
  - Lighting
  - Power Distribution
  - Metering
- Renewable Energy
- Security
  - Card Access
  - Closed Circuit TV
  - Fire Alarm
  - Parking Gate Control
- Building Envelope
  - Windows & Doors
  - Roofs
  - Thermal Barrier

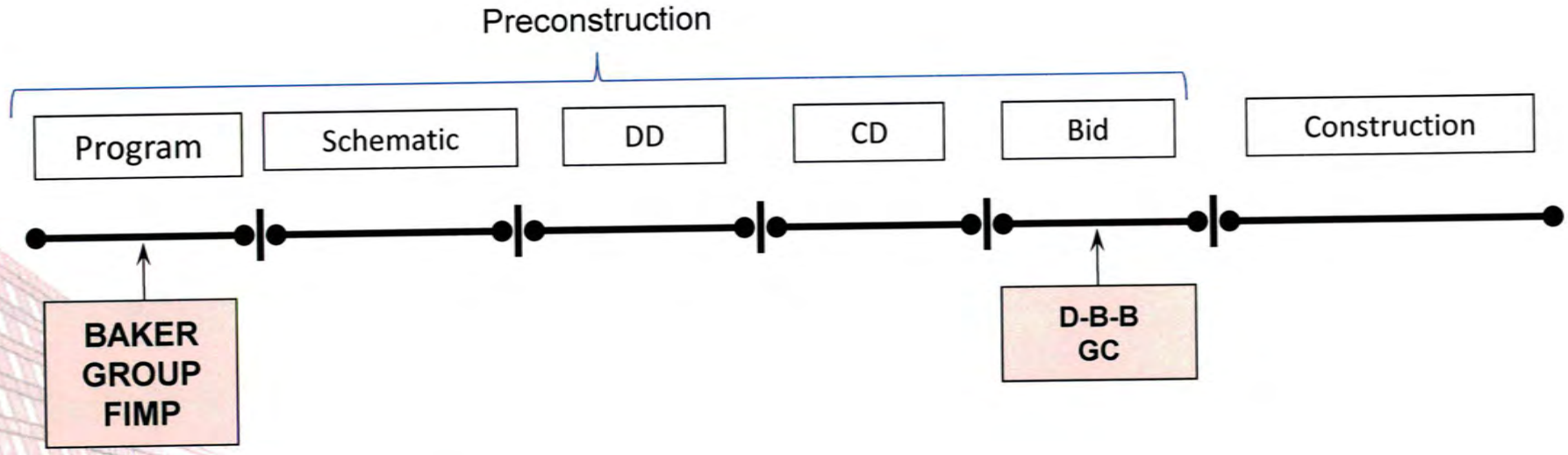


Focus and Objectives

- Energy and Operational Efficiency
- Indoor Air Quality
  - Enhanced Learning/Working Environment
- Capital Equipment Replacement Needs
  - Managing Deferred Maintenance
- Re-commissioning
- Sustainability
- Budget Neutral Project Cost

LEED®

FIMP vs. Design Bid Build



- Baker Group Preconstruction Services:
  - Design Interaction, Design Development Estimates, Project Budgeting, Constructability Review, Value Engineering, Scheduling, Phasing, Customized Bid Packaging, Cost Review
- Baker Group Post Bid Day Services:
  - Pre-Construction Kickoff, Safety Review, Project Schedule, Equipment Submittals, Manage Low Bid Contractors, Evaluate & Manage Proposed Change Orders, Progress Meetings, Subcontractor Coordination, On-Site Foreman, Job Trailer, Training, Project Closeout, Warranty Management
- Design-Bid-Build:
  - Project awarded to lowest bidding contractor, low bid GC manages low bid subs, no preconstruction input from contractors, project often loses Owner's Vision in order to meet budget

Concept to Completion

Step 1

- Preliminary Building and Equipment Survey
- Preliminary Report to Customer Team

Step 2

- Detailed Facility Audit
- Project Evaluation and Scope Selection

Step 3

- Final Design and Pricing for Agreed Scope
- Project Funding

Step 4

- Project Implementation

Concept to Completion

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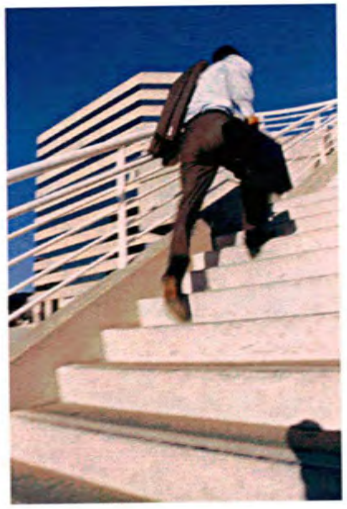


Concept to Completion

Step 1

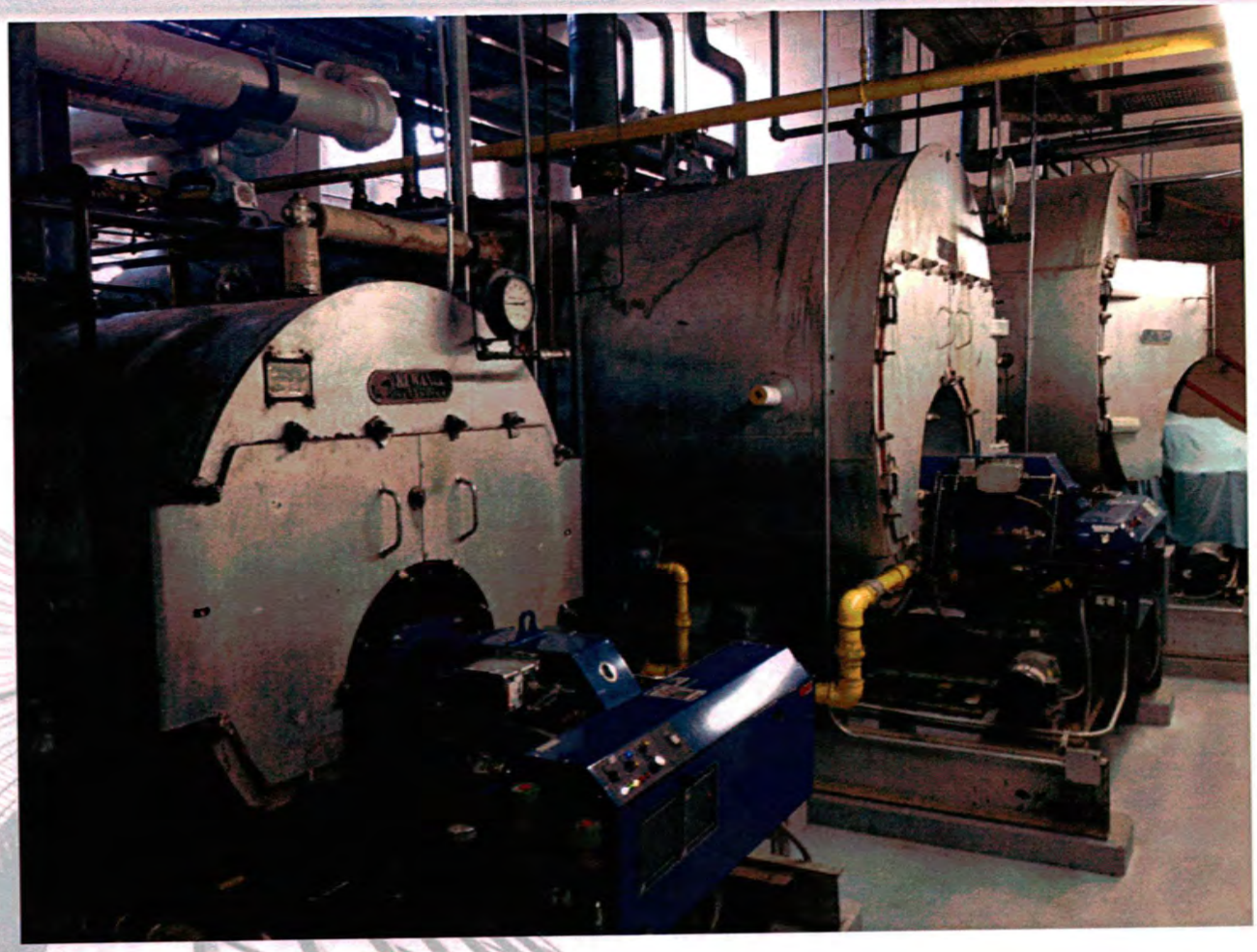
Preliminary Building & Equipment Survey

- **Information and Support Needed**
  - Present and Intended Use of Building/s
  - Building Floor Plans
  - Energy Expenditure Latest 36 Months
  - Operating and Maintenance Budget/Costs
  - Existing Capital Improvement Plan
  - Square Footage of Each Building
  - Tour Guide from Building Operations
  - Contact List by Building
  - Visitor Badges as Needed

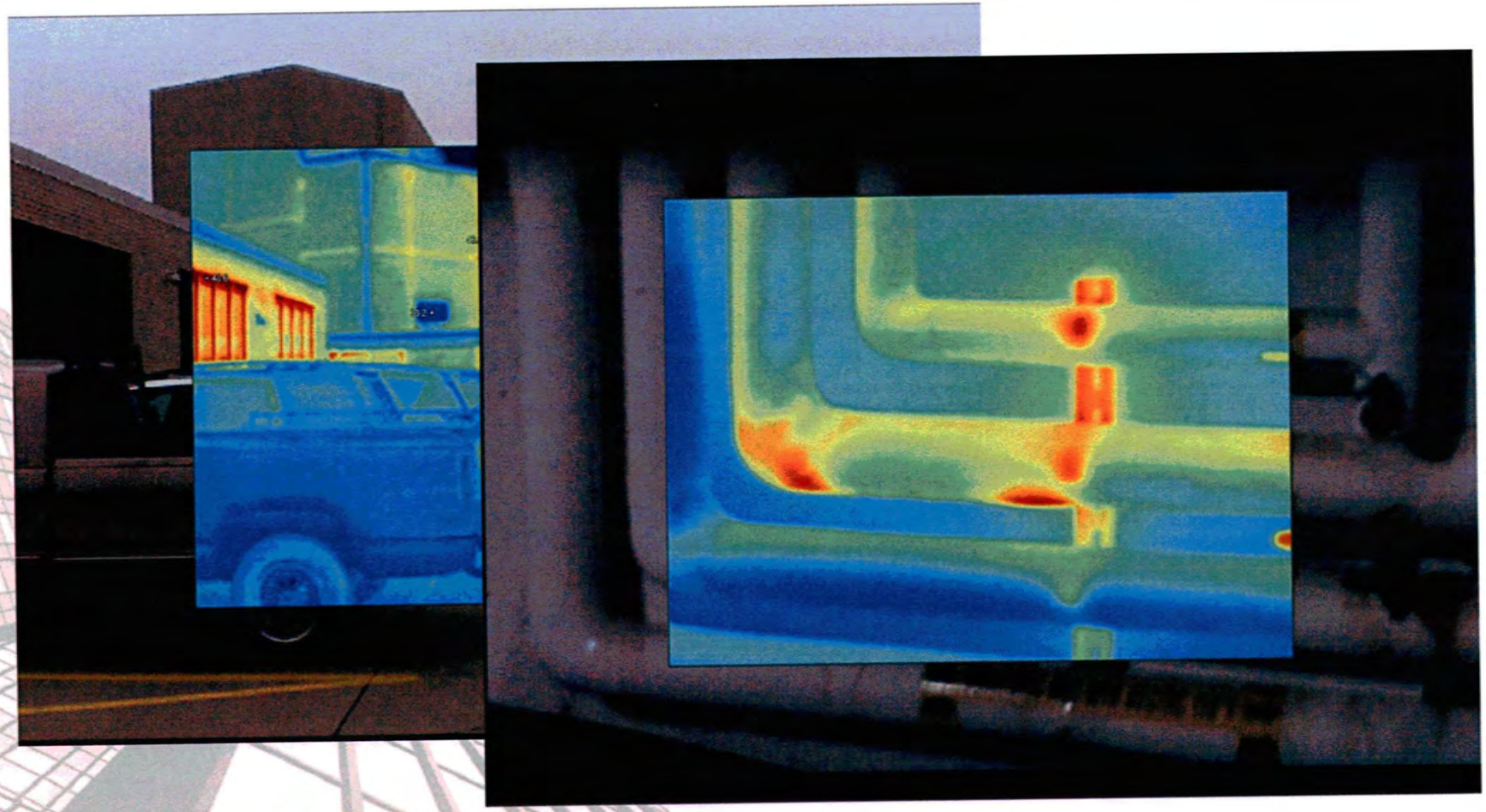
Preliminary Report to Customer Team

- Itemized List of Improvement Needs
  - Current Conditions
  - Suggested Improvement
  - Priority Level
- Energy Cost Benchmarking
- Specific Building Environment Complaints
- No Cost to Customer for this Phase
- Customer Team Suggestions:
  - Building Committee
  - Board of Supervisors
  - Auditors Office
  - Director of Facilities
  - Maintenance Supervisors
  - Administration Team if Appropriate

Concept to Completion



Concept to Completion



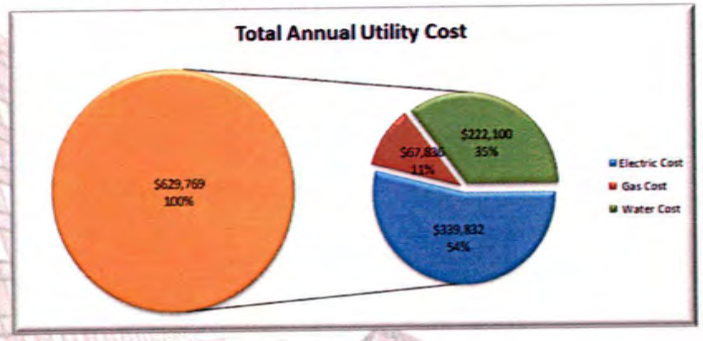
Concept to Completion

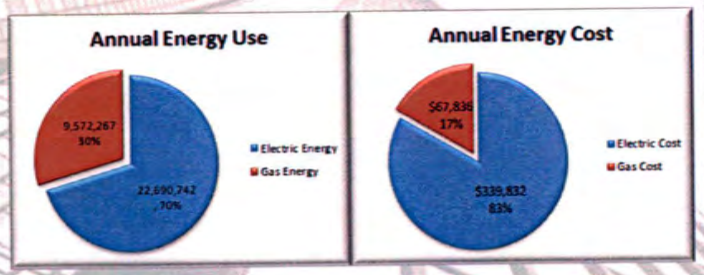
Summary of Energy and Cost Performance

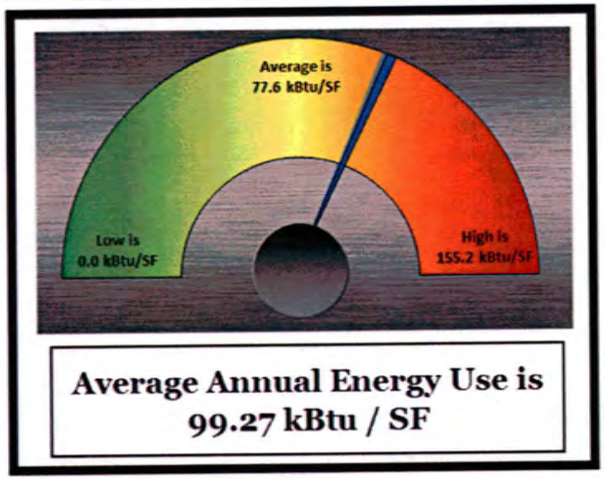
Building Name

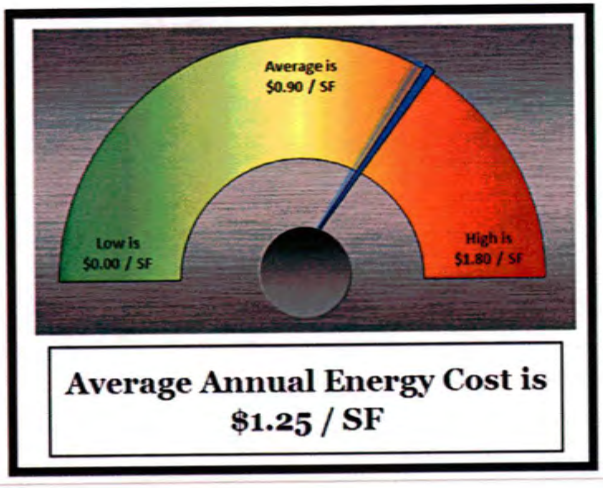
Annual Percentages

It is important to know what you are spending on utilities at your facility. The graphics below help you visualize how much you have spent and used on utilities in the past year. This is beneficial so that you can know where you are spending money so that you can make informed decisions in the future. If electric costs are higher than gas or water costs, there may be more potential savings by reducing the amount of electricity used than by reducing the amount of gas. Similarly, if water costs are high, it may be a better investment to change out water fixtures than spend money to reduce energy levels. In your case, your electrical costs are the highest percentage of your total cost.



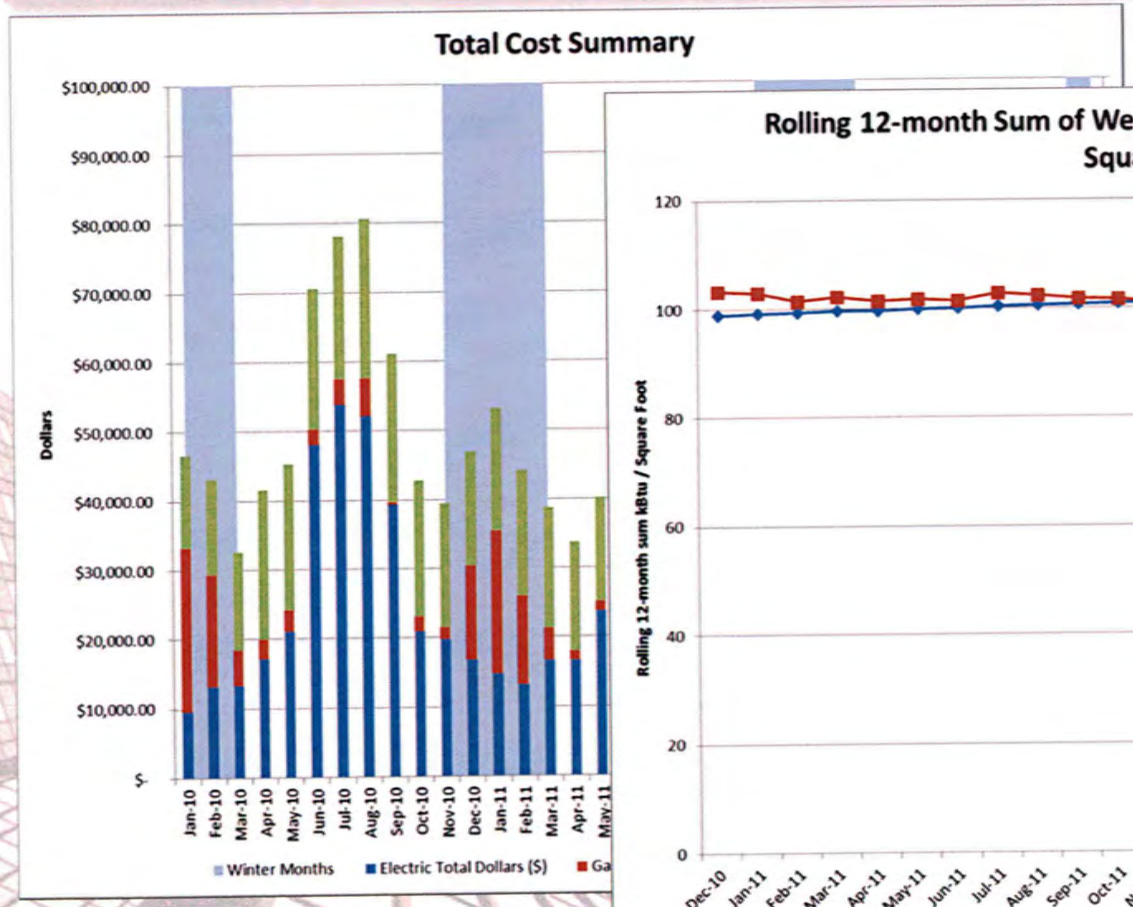


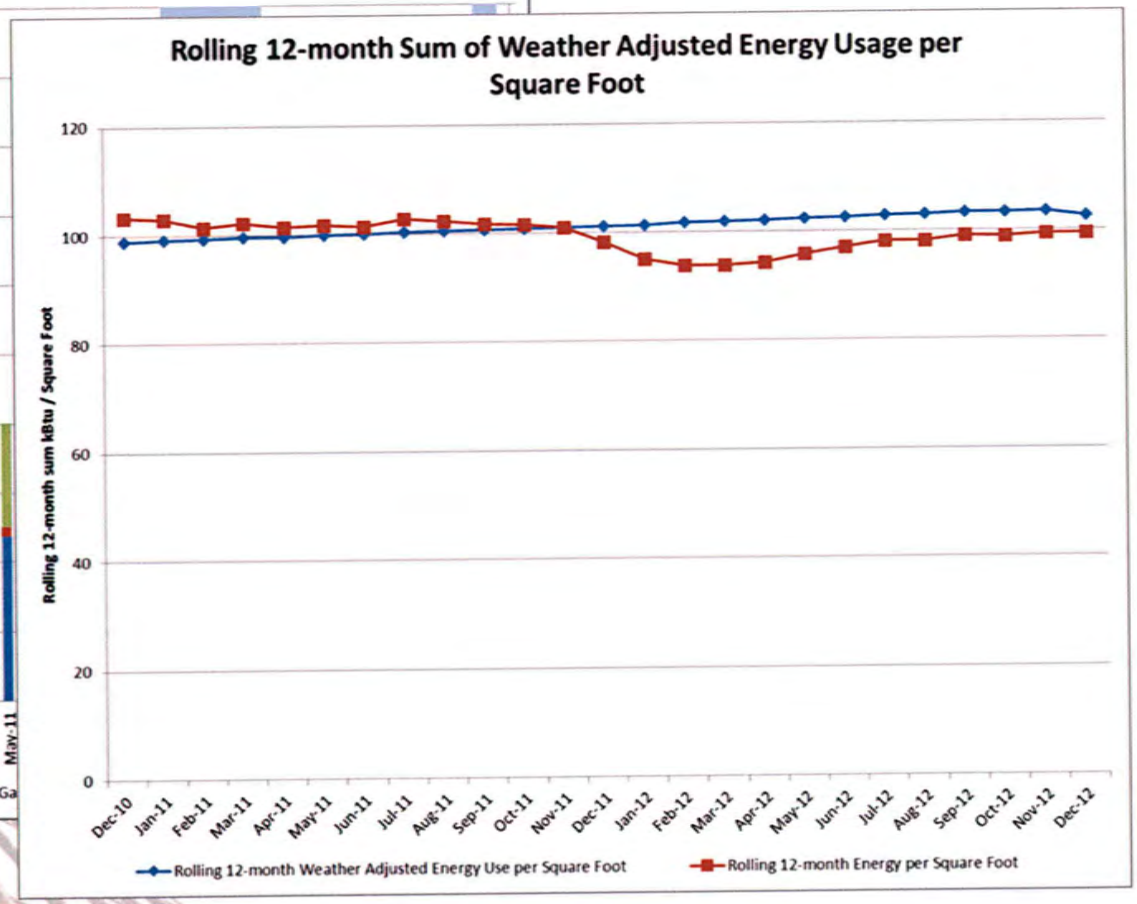




Facility Improvement Master Plan

Concept to Completion





Concept to Completion

Step 1

- Preliminary Building and Equipment Survey
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Step 2

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Step 3

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- Project Funding

Step 4

- Project Implementation

Step 2

Detailed Facility Audit

- Approval to Proceed is Required
- Cost to Customer varies depending on project scope
  - Will Quote Based on Preliminary Evaluation and Board direction
  - Can Roll into Final Project Costs
- Baker Group Team Members
  - Account Manager
  - Project Manager(s)
  - Design/Engineering
  - System/Equipment Specialists
  - Sub-Contractors as Needed
- Audit Will Include:
  - Detailed Analysis of all Buildings/Systems as Directed
  - Pre-Engineering to assist the budget process
  - Budget Numbers, by Individual Project, for the Following:
    - Installation Costs – "Turn Key"
    - Energy Savings Projections
    - Operational Savings Projections
    - Expected Remaining Life of Existing Equipment
  - Statement of "Priority Level" for Each Project

Project Evaluation

- Team Review of Audit
  - Baker Group
  - Customer Team
- Prioritize Projects
- Establish Financial Parameters
- Develop Implementation Plan
  - Phased Approach – Multi-Year
  - Comprehensive Approach

Concept to Completion

Baker Group	Sample Customer	5/2/2014

DESCRIPTION			PROJECT SELECTION		SAVINGS			
Building	Project	Project Details	In Budget	Cost	Energy	Operational	Prjct Payback (Yrs.)	Key (E,F,C)
			☑	$0	$0	$0		
			☑	$0	$0	$0		
Elementary School	HVAC	Replace HVAC System	☑	$291,720	$42,000	$0	6.95	e
	Lighting	**Upgrade Lighting System level 1**	☑	$43,758	$6,000	$0	7.29	e
		Upgrade Lighting System level 2	☑	$72,930	$8,000	$0	9.12	e
		Upgrade Lighting System level 3	☑	$145,860	$15,000	$0	9.72	e
Middle School	Roof	Replace Roof membrane	☑	$102,102	$0	$0		c
	Boiler	**Convert existing steam boiler to hot water**	☑	$262,548	$34,000	$0	7.72	f
	AC classrooms	Add air conditioning to classrooms	☑	$58,344	$0	$0		c
	AC offices	**Add air conditioning to offices**	☑	$94,809	$0	$0		c
	HVAC	Replace 30 cooling units w/ 1 cooling system	☑	$93,350	$0	$6,200	15.06	f
			☑	$0	$0	$0		
			☑	$0	$0	$0		
			☑	$0	$0	$0		
			☑	$0	$0	$0		

Show Totals? Yes

	Total Cost	Total Energy Savings	Total Operational Savings	Simple Payback
Entire Project	$1,165,421	$105,000	$6,200	10.48
Estimated Rebates:	($32,000)			
Customer Down Payment:	($150,000)			
Amount to finance:	**$983,421**			
Energy Efficiency Projects (E)	$554,268	$71,000	$0	7.81
Facility Improvement Projects (F)	$355,898	$34,000	$6,200	8.85
Capital Improvement Projects (C)	$255,255	$0	$0	
Performance and Payment Bond Costs:				

Concept to Completion

Step 1

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Step 3

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- Project Funding

Step 4

- Project Implementation

Step 3

Final Pricing and Design

- Construction Management as your Agent
- Engineering Designs Completed
- Bid Date Established
  - Contractor Bids Obtained (owner input)
  - Equipment Bids Obtained (owner input)
- Construction Schedule Planned
- Contracts Approved

Project Funding

- Customer's Capital Funds "or"
- Outside Financing Options:
- Baker Group has resources to secure up to 100% funding for your project through:
  - Iowa Energy Bank when available
  - Municipal Lease (Public entities & 501-C-3 only)
  - Capital or Operating Leases
    - Flexible Terms for Payments Schedule and Residuals
- Grant Identification & Analysis
- Utility Rebates will be Aggressively Pursued

Concept to Completion

Step 1

- Preliminary Building and Equipment Survey
- Preliminary Report to Customer Team

Step 2

- Detailed Facility Audit
- Project Evaluation and Scope Selection

Step 3

- Final Design and Pricing for Agreed Scope
- Project Funding

Step 4

- Project Implementation

Step 4

Project Implementation Phase

- Baker Group Assigns a Project Manager
- Baker Group Assigns a Site Forman
- Baker Group Provides an on-site job office trailer
- One Source of Responsibility – As Construction Manager, Baker Group
  Takes Care of:
  - On Site Job Foreman
  - Equipment Procurement
  - Contractor Agreements
  - Permits and Approvals as Needed
  - Coordinating Construction Schedule
  - Periodic Construction Meetings
  - Proper Insurance and Bonding documents
  - Safety Monitoring and Management
  - Job Commissioning and Start-Ups
  - Operation & Maintenance Manuals

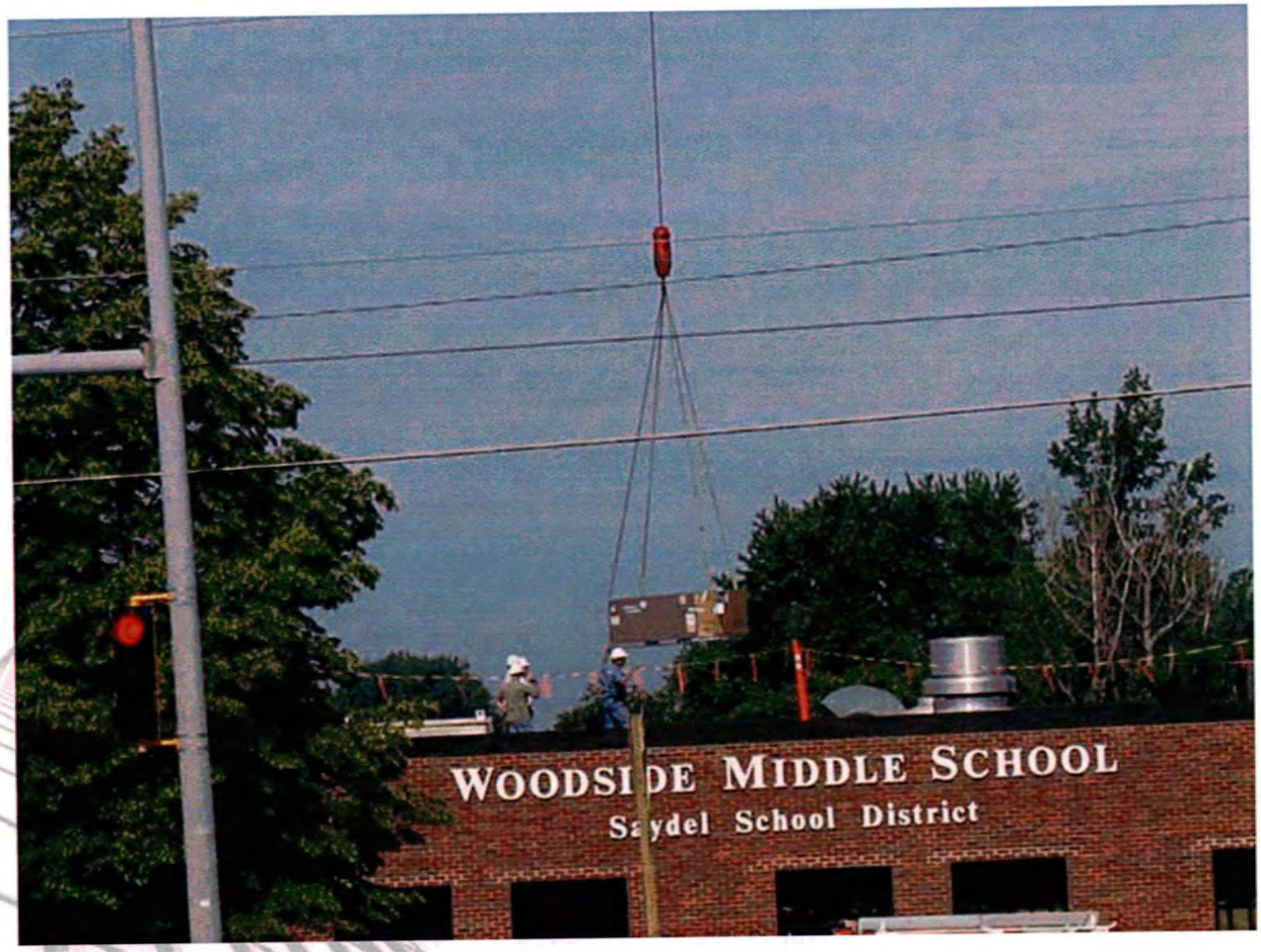
Post Project Services

- Customer Staff Training
  - Equipment Operation
  - Preventive Maintenance
- Warranty Management
- Operational Support
  - Planned Service Options
  - Monitoring Options

Facility Improvement Master Plan

Saydel CSD

- $5,000,000
- 4 Buildings
- 54 Roof Penetrations
- 10” of Rain
- 10 Weeks to Complete



Facility Improvement Master Plan

Mid-Prairie CSD
Wellman, IA

$4,000,000 HVAC and Building Modification Project.

10 Week Schedule

Facility Improvement Master Plan

Mid-Prairie
High School

Geo-Thermal
Horizontal
Well Field
200 + Ton

Facility Improvement Master Plan

Pleasantville CSD

Upgrade HVAC Electrical and Boiler Room

$4,200,000 project in 10 weeks

Facility Improvement Master Plan

Pleasantville CSD

Electrical upgrade

Facility Improvement Master Plan

Pleasantville

Boiler room before

Facility Improvement Master Plan

Pleasantville

Boiler Room after

Facility Improvement Master Plan

SE
Webster Grand

Burnside High
&
Middle School

$2,400,000
HVAC and
Electrical
Upgrade

Facility Improvement Master Plan

SE Webster Grand

Variable Refrigeration Volume System (VRV)

Facility Improvement Master Plan

SE Webster Grand

VRV System Controller

Facility Improvement Master Plan

SE Webster Grand

VRV System

Terminal Units

Facility Improvement Master Plan

CAL CSD
Latimer

$1,200,000

HVAC upgrade to add A/C

Utilized RTU's

Facility Improvement Master Plan

Clay County Administration

Spencer, IA

VRV System Retrofit

Facility Improvement Master Plan

Keota CSD Elementary

Windows before

Facility Improvement Master Plan

Keota CSD Elementary

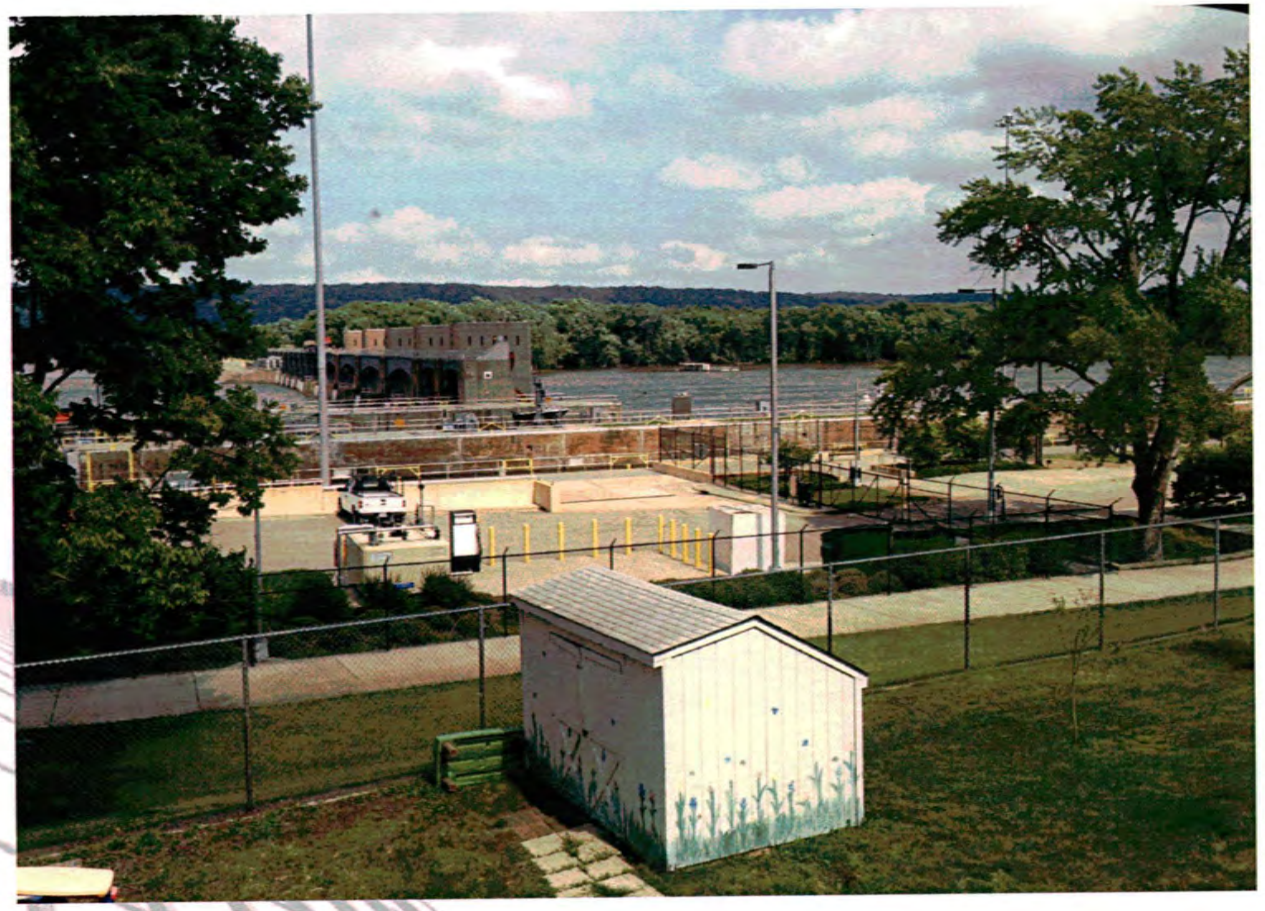
Windows before

Facility Improvement Master Plan

New Challenge

Clayton Ridge CSD
Harness the Water Power from Lock and Dam #10 For the School

Mississippi River
Guttenberg



Questions & Answers

Baker GROUP

Expect The Best

Thank You!

To learn More Contact:

Dave Jorgenson, Director
Facility Improvement Master Plan
Office: 515.299.4260
Mobile: 515.339.3971
jorgensond@thebakergroup.com

Baker Group
Facility Improvement Master Plan
Providing Project Implementation Solutions

Project Management and Development

As an alternative project delivery method, Iowa Public Entities now have access to professional services competitively bid and available through a Department of Administrative Services Master Agreement for project development and implementation with Baker Group.

Baker Group's Facility Improvement Master Plan is proven to:

- **Minimize** upfront financial risk to owners while developing the project scope
- **Reduce** overall project costs
- **Work** as your advocate
- **Leader** in Energy Efficiency Improvements
- **Maintain Professional Continuity** from Concept through Completion, and beyond the Warranty period.
- **Improve** facility environments while reducing energy costs
- **Comply** with all Iowa Public Procurement Laws
- **In-House Expertise in** HVAC, Electrical, Building Automation, Fire and Security, Professional Engineering and Construction Management

The Facility Improvement Master Plan is a time tested **Comprehensive Turnkey Approach** in project implementation. Baker Group has over 50 years of specialty construction experience to draw from in providing a fiduciary responsibility to protect the client's best interest.

To learn more about how you can take advantage of Baker Group's approach to project implementation, Contact:
Contact Dave Jorgenson at Baker Group
Phone: 515.262.4000
Email: jorgensond@thebakergroup.com

State of Iowa
Professional Project Management Services

Overview

Since our beginning in 1963, Baker Group's primary focus has always been building strong customer relationships. Growth for Baker has come organically by identifying systems and services that their clients need, and striving to deliver the best services possible. Earning a reputation for providing unparalleled service and the highest quality craftsmanship has resulted in the tag-line with Baker Group; you can always ***Expect the Best***.

Our *Facility Improvement Master Plan Program* represents the convergence of sustainability, workplace optimization, and efficient processes that help you leverage your facilities infrastructure to achieve a competitive advantage in your marketplace. Our mission is to move our customers facilities ahead another generation and to make it as efficient as possible with a healthy productive environment for people to learn, work or recover from medical needs. This is a flexible suite of services designed to support the business needs of our clients, through improved comfort, a pleasant environment, and reduced interruptions, leading to a more productive environment.

You will find below our response to your RFQ Questions. These are the specific answers to your specific questions, exactly as you asked them. We have tried to be thorough in our answers; however, if you have any further questions, we are happy to provide additional information.

RFP Response: Answers to your questions…

4.2.4 Service Requirements

The vendor shall address each service requirement in Section 3 of the RFP and explain how it plans to approach each requirement and how pricing will be determined for the services identified. Merely repeating the requirements will be considered non-responsive and may disqualify the vendor. Proposals must identify any deviations from the requirements of this RFP or requirements the vendor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the vendor cannot satisfy may disqualify the vendor. In addition, vendors shall include information that demonstrates:

1. Knowledge of public sector building energy management technical and financial requirements

   Baker Group has implemented over $20 million of facility improvement and energy conservation projects in public sector buildings over the past few years. Our industry experience as a Mechanical Contractor, Sheet Metal Contractor and

Baker GROUP

Building Automation, Fire and Security contractor provides us with a highly experiences staff of professionals who have the ability to analyze existing systems and identify improvement needs as well as energy and operational saving opportunities.

2. Experience working with similar programs and customer groups for similar outcomes, including demonstrated ability to communicate technical requirements to a wide variety of audiences
   We have worked with K-12 Public School Boards and Administration, County Commission/Supervisor Boards and Public Hospital Administrators and Boards. Part of our job is to analyze existing systems and their condition. When improvements are needed or equipment failure is eminent, it is our responsibility to educate and inform the governing body regarding what they are facing and the risks of not making changes. The Board members typically come from various backgrounds and have a deep commitment to the people they serve. Presenting our findings and recommendation in a format understood by the board members is critical in helping them make the right decisions for their public.
3. Ability to meet the requirements in the scope of work within the required timeframe and at a reasonable cost
   Monitoring the preparation of all plans and specifications to make sure they are as complete as possible before they are published and released to the construction world is what controls unwanted cost surprises and minimizes change orders. On site pre-bid project meetings helps educate potential bidders and clarifies most questions in a set of plans. The scope of work and equipment submittals/delivery must be monitored by our Project Managers and Site Foreman daily to assure compliance. Time of completion is very important to most owners, particularly in the school market. We build in liquidated damage clauses into each contract with a specific "Substantial completion date" that helps inspire contractors to finish on time. However, holding mandatory weekly progress meetings on site with all the contractors has been very successful and provides an avenue to discuss deliverables and potential risks of missing them. Consistant monitoring of job progress against the construction schedule allow all the contractors to identify risks and formulate a recovery plan if needed.
4. Ability to provide schedule flexibility necessary to meet program demands as requested
   In the implementation process, changes in building use can disrupt the construction progress. However, working together as a team has proven to be very beneficial in finding flexibility in the contractors schedules and reasonable changes can normally be worked out.
5. Experience and/or education necessary to provide the appropriate level of technical quality assurance
   All of our Project Managers and Site Foreman have a high level of quality expectations in what is being delivered from each contractor. We try to position ourselves as not only the construction manager but also a source of assistance in working through installation problems. Our company slogan is "Expect the Best" and we hold ourselves as well as the various contractors to that.
6. Experience in providing project management services outlined in this RFP.

We have learned a lot over the past few years from delivering projects such as outlined in this RFP. Every project is a source of new information and experiences and sharing those experiences with our entire team helps make us better for the next project. One thing we can guarantee it that there will be challenges in every project. It's our commitment to stick with those challenges until they are resolved for the customer.

7. Ability to meet contract expectations while remaining free of conflicts of interest
By positioning ourselves as the Construction Manager we are in fact an agent for the customer, we work directly for them and have a fiduciary responsibility to watch over their best interests. We do not have a financial interest in the contractors awarded the lowest bid. Even though state law does not forbid construction managers from bidding parts of the job, we believe it is usually in the owner's best interest to have us independent of actual installation contractors for the project.

4.2.5 Background Information

The vendor shall provide the following general background information:

4.2.5.1 Name, address, telephone number, fax number and e-mail address of the vendor including all d/b/a's or assumed names or other operating names of the vendor.
Baker Mechanical, Inc. DBA Baker Group
4224 Hubbell Ave.
Des Moines, IA 50317-4058

Phone: 515.262.4000 or
855.262.4000
Fax: 515.266.1025
Email: jorgensond@thebakergroup.com

4.2.5.2 Form of business entity, i.e., corporation, partnership, proprietorship, limited Liability Company.
Baker Group is an S Corporation

4.2.5.3 State of incorporation, state of formation, or state of organization.
State of Iowa

4.2.5.4 Identity and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the vendor's performance under the terms of this RFP.
Baker Mechanical, Inc. DBA Baker Group
4224 Hubbell Ave.
Des Moines, IA 50317-4058

Baker GROUP

Phone: 515.262.4000 or
855.262.4000
Fax: 515.266.1025
Email: jorgensond@thebakergroup.com

4.2.5.5 Iowa office address and phone number (if any).
Baker Group's offices are located in Des Moines. Our address is:
4224 Hubbell Ave.
Des Moines, IA 50317-4058
515.262.4000 or
855.262.4000

4.2.5.6 Number of employees.
336

4.2.5.7 Year submitting vendor was established, and year submitting vendor began providing energy management services in Iowa.
Baker Group has been serving customer needs since 1963.
Facility Operations – 1990
Building Automation – 1986
Plumbing & Piping – Since 1963

4.2.5.8 Name, address and telephone number of the vendor's representative to contact regarding all contractual and technical matters concerning this proposal.
Dave Jorgenson
4224 Hubbell Avenue
Des Moines, IA 50317-4058
515.299.4260 office
515-339-3971 cell phone
jorgensond@thebakergroup.com

4.2.5.9 Name, address and telephone number of the vendor's representative to contact regarding scheduling and other arrangements.
Dave Jorgenson
4224 Hubbell Avenue
Des Moines, IA 50317-4058
515.299.4260 office
515-339-3971 cell phone
jorgensond@thebakergroup.com

4.2.5.10 Name and qualifications of any subcontractors who will be involved with this project.
Modus Engineering
1717 Ingersoll Ave. St 111
Des Moines, IA 50309

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Justin Doyle, P.E. Principal
See attached section _____ for qualifications.

SystemWorks LLC
409 Fifth Street
West Des Moines, IA 50265
Garry Caldbeck, Principal
See attached Section _____ for qualifications.

4.2.5.11 Federal Employer Identification Number.
42-0890441

4.2.5.12 The successful vendor will be required to register to do business in Iowa. If already registered, provide the date of the vendor's registration to do business in Iowa and the name of the vendor's registered agent.
Contractor Registration:
C095706 Date Issued: 1/24/12
Date Expires 1/24/13

4.2.6 Experience

Submitting vendors are requested to briefly describe projects in which the vendor has provided similar energy services to those identified in this RFP during the last three (3) years. Information provided should include:

- Name of organization
- Project name and location
- Project description
- Start and end dates for the design, construction, and monitoring/maintenance phases
- Contract type (guaranteed savings, shared savings, etc.)
- Contract term
- Financing type (capital lease, tax-exempt municipal lease, capital notes, etc.)
- Contract amount
- Annual savings
- Equipment installed
- Measurement and Verification methodology used, if any
- Maintenance and operations services provided
- Names and telephone numbers of organization's representative
- Notes or comments

If the submitting vendor is a branch office or a division of a parent company, please provide information on projects managed directly by the submitting vendors Iowa office location. Also, specifically identify information on projects managed by the individuals who will be assigned to the DAS/Iowa Energy Bank's projects. Projects performed in other states or by offices not located in Iowa should be clearly identified.

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4.2.6.1 Number of years in business.
2013 marks Baker Group's 50th year doing business.

4.2.6.2 Number of years of experience with providing the types of services sought by the RFP.
Company Experience with specific program: 4 years
Management Experience: 22 years

4.2.6.3 Describe the level of technical experience in providing the types of services sought by the RFP.
Baker Group has in-house capability to provide all services requested. We have a four step process that guides a customer through the development and implementation of the project. Our dedicated staff for this process has both building system technical expertise and financial expertise. We have a staff of 12 professional engineers that work with us on pre-design for budgeting purposes but because of a state law that does not allow the Professional Design Team and the Construction Management Team to be from the same company, we always work with a third party Professional Engineering team for finalizing project plans and specifications..

4.2.6.4 List all services similar to those sought by this RFP that the vendor has provided to other businesses or governmental entities.
Baker Group offers many services to all types of commercial, institutional and industrial clients. Here are the services we self-perform:

- Facility Operational Audits
- Facility Energy Audits
- Budgeting of Multi-million Dollar Operational Spend
- Staffing Plans for Facility Operations
- Budget Forecasting for Facility Operations
- Create Systems to Benchmark Costs Compared to Peer Facilities
- 24/7/365 Call Center
- On-Site Building Operations
- Predictive/Preventive Maintenance
- Truck Based Emergency Repair Services
- Construction Management
- Heating, Ventilating & Air conditioning
- Plumbing and piping
- Sheet Metal Ductwork
- Specialty Stainless Steel Metal Fabrication
- Integrated Building Automation Systems
- Electrical Systems Services
- Structured IT Cabling
- Security Access Control
- Security CCTV and IP based Camera Systems
- Digital Network Video Recording

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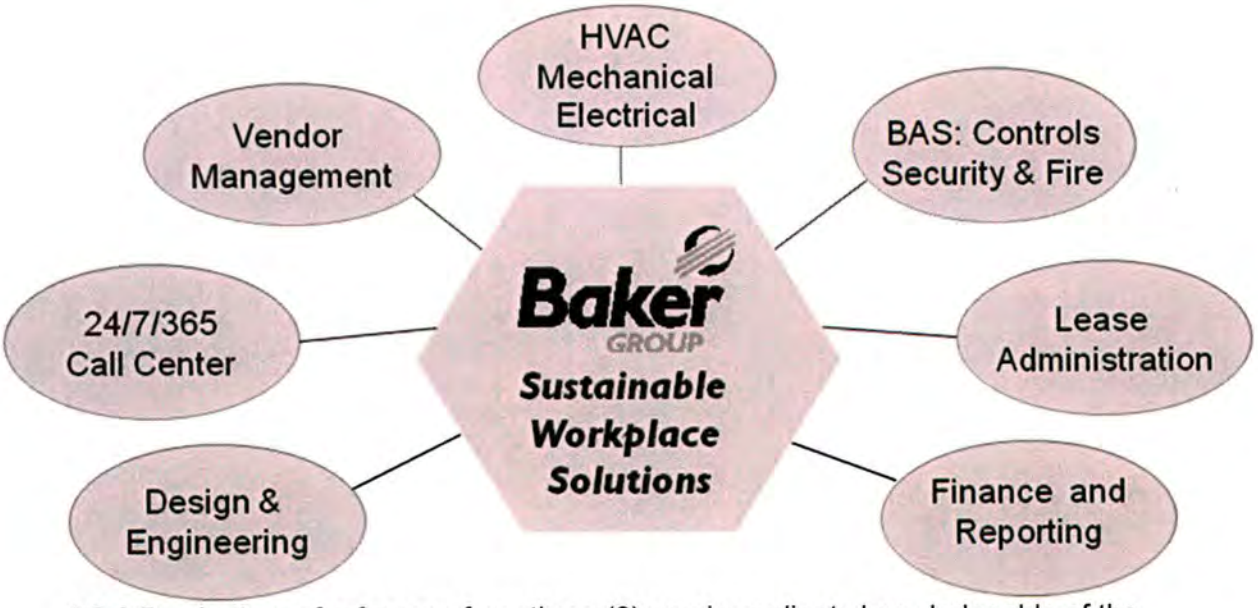
Professional Project Management Services

- Parking Revenue Management
- Fire Alarm Systems
- Facility Improvement Master Planning
- Energy Conservation
- LEED NC
- LEED EB O&M
- ENERGY STAR Certification

In addition to the services we offer with our own employees, we will bring in subcontract team members to offer additional high value services to fit the specific needs of our clients. Our team members will be specially chosen to fit the special expectations of our clients.



4.2.6.5 Letters of reference from three (3) previous clients knowledgeable of the vendor's performance in providing services similar to the services described in this RFP and a contact person and telephone number for each reference. ????? Attach:

Pleasantville School from:
Bob Miller, Supt

Southeast Webster Grand from
Todd Lundgren, Board Member

Mid-Prairie CSD from
Mark Schneider, Supt

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4.2.7 Personnel

The vendor must provide resumes for all key personnel who will be involved in providing the services contemplated by this RFP and clearly outline their responsibility and qualifications for various project tasks. Describe these individuals' responsibilities in the projects outlined in section 4.2.6. The following information must be included in the resumes:

Add the following resumes:

Management Team:

Daryld Karloff, Vice President

Dale Drent, P. E., Service Manager

Dave Jorgenson, Director
Facility Improvement Master Plan program
Saydel CSD Phase I and II
Involved with all projects

Sales Team:

Jon Jackson,
Account Executive
Just joined Baker Group

Tom Borror
Account Executive
Clay County Iowa Administration Building
Southeast Webster Grand CSD High/Middle School Phase I

Scott Boik
Account Executive
CAL CSD
Pleasantville Elementary School Phase I
Pleasantville High/Middle School Phase II

Project Managers:

Rick Kaul

Project Manager

Involved with all projects

Patience Schooner

Assistant Project Manager

Pleasantville Elementary School Phase I

Project Management Pool: In addition to the two project managers we have listed here who have had first-hand experience with Facility Improvement Master Plan projects, there are 17 additional project managers in various departments of our company that have the skills necessary to successfully manage large comprehensive projects. As project demand increases we have the capability to assign project managers as needed to manage these jobs.

On Site Foreman:

Paul Hutchison

Site Foreman

Saydel CSD Phase I and II

Pleasantville Elementary School Phase I

Pleasantville High/Middles School Phase II

Rick Perkins

Site Forman

CAL CSD

Southeast Webster Grand High/Middle School Phase I

James Stockbauer

Site Foreman

Clay County Iowa Administration Building

Hal Walker

Site Forman

Mid-Prairie High School

Having an "On Site Foreman" is a big key in managing a successful project. Our commitment to the Owner is that when contractors are on site performing work we will have a Site Forman present. There are some occasions where this isn't necessary such as in project mobilization by the contractors or coming back to the job site to finish miscellaneous items or deal with warranty issues. The people listed above have had first-hand experience for the Facility Improvement Master Plan projects and we also have about 35 other people from our pool of Field Superintendents and Foreman who have the skill sets necessary to manage the job site on a daily basis.

4.2.7.1 Full name.
Please refer to Tab ????? for resumes and Capital Complex Operations Management organization chart.

4.2.7.2 Education.
Please refer to Tab ????? for resumes and Capital Complex Operations Management organization chart.

4.2.7.3 Years of experience and employment history particularly as it relates to the scope of services specified herein.
Please refer to Tab ????? for resumes and Capital Complex Operations Management organization chart.

4.2.8 Contract Experience

Vendor must explain its contracting process and how this process addresses the unique aspects of Iowa Code requirements associated with energy project implementation. Vendor should indicate whether this process has been reviewed by legal counsel and is it compliant with Iowa Code.

Baker Group has developed a multi-step process for developing and implementing Energy Conservations/Facility Improvement projects. Each step of the process requires various levels of agreements with the owners as follows:

Step 1: Preliminary Building and Equipment Survey – A very simple non-binding "Letter Of Intent" is requested of the Owner. There is no cost to the owner for this step of the process. The letter basically gives Baker Group access to and permission to obtain the required information at the customer site. It also describes what the customer will be given at this phase and a time line for completing this step. Even if the Customer chooses to not move forward with a project, they have no obligations because of this service. It Baker Groups way of getting to know the Customer and the facilities and gives the customer a chance to get to know us before we all move forward.

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Step 2: Detailed Facility Audit -- Based on the customers input and direction from the Preliminary phase, the next step is far more detailed and will involve pre-engineering and budgeting from both equipment providers and various construction trades. A "Project Development Agreement" is used as an agreement between Customer and Baker Group for this phase and is priced based on our estimated raw cost of completing this phase. The Customer is carefully instructed that they will be responsible for paying this cost even if they choose not to move forward with a project after receiving the report.

Step 3 Final Pricing and Design

Step 4: Project Implementation Phase

3 and 4 are both covered under various AIA documents. Since State laws vary it is not always possible to use standard documents. All of the documents we use have been revised to comply with Iowa design and procurement codes. Our legal council and management staff have invested a lot of time and effort to not only make sure our documents comply with all Iowa laws but also compliment and conform to each other. The documents have also been highly reviewed and revised by Customer's legal council. We have found, particularly in the Public Educations markets, one law firm does the majority of all School contracts. That firm has worked closely with our attorneys to revise the documents to their expectations. While there is never one contract to fit all, we believe we have a set of base contacts that will work for most projects and can be easily customized if needed. The documents will be supplied at the State's option if we are the chosen provider and will include the following:

AIA Document C132 – 2009 Standard Form of Agreement Between Owner and Construction Manager as Adviser

AIA Document B132 – 2009 Standard Form of Agreement Between Owner and Architect, construction Manager as Adviser Edition. (This form has been revised in content to reflect Professional Engineer instead of Architect)

AIA Document A 132 – 2009 Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

AIA Document A232 – 2009 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

There are some unique aspects of Iowa Code that need to be taken into consideration and are complied with within these documents:

Professional Design work and **Construction Management** cannot be provided by the same company. While Baker Group has both services available in-house, to comply with this requirement we have chosen to provide the Construction Management services and not the final Professional Design work. We have Modus Engineering included under section 4.2.5.10 as a subcontractor. While they are part of our team, the Professional Design work is actually contracted directly to the Owners and the design team works closely with our Project Management team in both developing the plans and specification

but also in assuring a very competitive and transparent bid day for an Owner Direct Multiple Prime Contractor bid process.

Construction Management as Adviser is the only allowable process in Iowa that allows an Owner to select a Construction Service company that can be involved in a project from **Concept to Completion**. All actual installation contracts and equipment are still put out for bid per Iowa Procurement Codes. Other common alternative construction methods such as Design Build, Construction Management at Risk and Performance Contracting have not been supported by Iowa approved legislation.

4.2.9 Terminations, Litigation, Debarment

The vendor must provide the following information:

4.2.9.1 During the last five (5) years, has the vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.
Yes. Client closed Des Moines branch of operations before full term of contract was up and no longer needed services. Coordinated with client to ensure smooth transition and accommodated their needs.

4.2.9.2 During the last five (5) years, describe any damages or penalties of anything of value traded or given up by the vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated account of the cost of that incident to the vendor.
None.

4.2.9.3 During the last five (5) years, describe any damages or penalties or anything of value traded or given up by vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the vendor.
None

4.2.9.4 During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the vendor to engage in any business, practice or activity.
None

4.2.9.5 During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the vendor to perform the required services. The vendor must also state whether it or any owners, officers, or primary partners

have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a proposal, and with respect to the successful vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Agency.
No pending or threatened litigation, administrative or regulatory proceedings.
No convicted felons in our ownership, officers of the company or primary partners.

4.2.10 Proposal Certification

The vendor shall sign and submit with the proposal the document included as Attachment B in which the vendor shall certify that the contents of the proposal are true and accurate.

4.2.11 Acceptance of Terms and Conditions

The vendor shall specifically agree that the proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the vendor objects to any term or condition, the vendor must specifically refer to the RFP page, and section. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the vendor.
By submitting this proposal, Baker Group accepts the terms and conditions stated in this RFP as they are written.

4.2.12 Certification Letter

The vendor shall sign and submit with the proposal the document included as Attachment B in which the vendor shall make the certifications included in Attachment B.
Please refer to Tab ????? Attachment #1 for signed copy of Certification Letter.

4.2.13 Authorization to Release Information

The vendor shall sign and submit with the proposal the document included as Attachment C in which the vendor authorizes the release of information to the Agency.
Please refer to Tab ????? Attachment #2 for signed Authorization to Release Information Letter.

4.2.14 Firm Proposal Terms

The vendor shall guarantee in writing the availability of the services offered and that all proposal terms, including price, will remain firm a minimum of **90** days following the deadline for submitting proposals.
Baker Group guarantees the above. The goods and services offered in the response to this RFP will remain firm for 90 days following the deadline for submission.

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State of Iowa
Professional Project Management Services

Additional to be used:

Each project is different in complexity and size and project costs are not yet known so it becomes difficult to price this portion based on cost per square foot or percentage of project. We typically estimate all expenses that we will incure and base the contract amount on that. Is has been our experience in past projects that the cost per square foot for the Detailed Audit has been in the $.14 to $.25 per square foot of building space.

In the table below are additional services available to the State of Iowa and the hourly rates for these services that may be needed at some point during the term of the contract.

Professional Billing Rates:	***Hourly Rate***
Design Engineer (P.E.)	$125.00
LEED Accredited Professional (A.P.)	$125.00
Project Manager	$90.00
Project Engineer	$75.00
Project Principal/Executive	$125.00
Sheet Metal Designer/Detailer	$80.00
Piping Designer/Detailer	$80.00
Project Coordinator/Accounting	$45.00
Safety Director	$75.00
Estimating	$75.00

Summary

Baker Group is excited to serve the needs of the State of Iowa! *We have a* ***team*** *of* ***skilled professionals with excellent Sustainable Facilities Solutions experience. We have the horsepower ready to serve!***

Our knowledge of Sustainable Systems, facility operations best practices, LEED green sustainable initiatives, makes ***Baker Group your best choice****. We will work hard to assure you receive the* ***best value in long-term lifecycle operating cost****.* ***We will be there for the life of your buildings!***

Baker Group's diverse in-house technical skills*, will help your facilities operate smoothly, giving you the* ***lowest cost*** *and* ***best environmental quality,*** *while staying* ***on your schedule. We will help the State of Iowa leverage their facilities investment into a competitive market advantage!***

Select the Baker Group. Expect the Best!

Baker GROUP

[redacted]

MA# 005 4464

STATE OF IOWA

DATE: 04-09-2013
DATE: 04-30-2014
PAGE: 1 of 3

MASTER AGREEMENT

Contract Declaration and Execution

VENDOR:
BAKER MECHANICAL INC
BAKER GROUP
4224 HUBBELL AVE
DES MOINES, IA 50317
US

VENDOR CONTACT:
Dave Jorgenson
PHONE: 515-299-4260 EXT:
EMAIL: jorgensond@thebakergroup.com

ISSUER:
RANDALL STAPP
PHONE: 515-242-5005
EMAIL: Randall.Stapp@Iowa.gov

FOB

Contract For: Professional Planning Services
Contract for: Professional Project Management Services

The parties agree the following (A-E), by reference, make up the term contract agreement:

A. General Terms and Conditions for services contracts which are posted at http://das.gse.Iowa.gove/terms_services.pdf
B.Attachment 1: RFP0213005204R
C.Attachment 2: Addenda#1 to RFP0213005204R
D.Contractors proposal which is on file with the Department of Administrative Services, General Services Enterprise
E.Attachment 3: Statement of Work (SOW)

Contract Period: The term of the contract is (1) year beginning April 9, 2013 to April 30, 2014. The Agency shall have the option to renew the contract upon the same terms and conditions for five (5) additional one-year renewal terms.

Authorized Agency: Department of Administrative Services
Iowa Energy Bank Contact: Monica Stone (515) 725-2218

RENEWAL OPTIONS

FROM	05-01-2014	TO	04-30-2015
FROM	05-01-2015	TO	04-30-2016
FROM	05-01-2016	TO	04-30-2017
FROM	05-01-2017	TO	04-30-2018
FROM	05-01-2018	TO	04-30-2019

AUTHORIZED DEPARTMENT
005 Administrative Services, Dept

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	STATE OF IOWA
CONTRACTOR'S NAME (if other than an individual, state whether a corp., partnership, etc.) Baker Todd 4-16-13	AGENCY NAME D.A.S.
BY (Authorized Signature) Date Signed Kathy Ladd VP-COO	BY (Authorized Signature) Date Signed Randall Stapp 4-16-13
Printed Name and Title of Person Signing 4224 Hubbell Ave	Printed Name and Title of Person Signing Randall Stapp P.A.3
Address Des Moines, Ia 50317	Address Hoover Bldg., Level 3, Des Moines, IA. 50319

Fields of Opportunities

STATE OF IOWA

MASTER AGREEMENT

Contract Declaration and Execution

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	961		$0.000000
FROM:04-09-2013TO:04-30-2014				$0.000000

MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)

Professional Planning Services

Professioal planning services. See attachment 3, Scope of Work, Deliverables and Pricing.

Fields of Opportunities

STATE OF IOWA

MASTER AGREEMENT

Contract Declaration and Execution

TERMS AND CONDITIONS

Terms & Conditions Service

The parties agree to comply with the terms and conditions on the following web site which are by this reference made a part of the Agreement.

General Terms and Conditions for service contracts are posted at: http://das.gse.iowa.gov/terms_services.pdf

Attachment 3
Scope of Work, Deliverables and Pricing

The Iowa Energy Bank will work with customers to determine the type and level of service that will be most beneficial to customers. Customers of the DAS/Energy Bank that would benefit from the Baker Group's Facilities Improvement Master Plan program will be referred to the Baker Group. Generally, the Facilities Improvement Master Plan comprehensive program will provide the following services to customers:

Project Development

Step 1: Preliminary Building & Equipment Survey (No cost to customer)
- Information and Support needed from customer
- ASHRAE Level 1 Energy Audit or equivalent
- Deliverable: Preliminary Report to Customer Team

Step 2: Detailed Facility Audit
- Pre-engineering
- Project budget determined
- Financial plan determined
- Approval to proceed is required from customer
- ASHRAE Levels 2/3 Energy Audit or equivalent and Measurement & Verification Plan
- Deliverables: Detailed Facility Audit and Recommendations
- Cost to customer – varies depending on project scope and communicated before audit started

Project Implementation

Step 3: Final Pricing and Design
- Construction Management – develop implementation plan
    - Oversee preparation of construction documents, bid specifications, and installation drawings and engineering designs completed
    - Bid schedule established and provide assistance (issuing bids according to Iowa procurement rules)
    - Assisting customer with evaluation of bids and prequalification of contractors
    - Construction scheduled planned
    - Installation contracts approved
    - Commissioning plan

Step 4: Project Implementation Phase
- Construction Manager – once source of responsibility
    - On-site job superintendent
    - Equipment procurement monitoring
    - Contractor agreements and documents
    - Coordination construction schedule
    - Equipment material submittals
    - Periodic construction meetings
    - Payment application review and approval
    - Change order cost proposal review
    - Job site safety monitoring and management
    - Start-up and commissioning
    - Operation & Maintenance Manuals
- Post Project Services
    - Customer staff training, equipment operation, preventive maintenance
    - Warranty management – 10 month review
    - Operational support – planned service options, monitoring options

- Measurement & verification of energy savings
- Assistance with reporting to Energy Bank

Note: Energy Bank customers will be enrolled in the Iowa Energy Center's benchmarking system to provide a basic level of measurement and verification. Vendor may provide additional assistance to customers needing more comprehensive measurement and verification.

Operations and maintenance work is not part of the Master Agreement; however the customer may request the vendor to furnish operations and maintenance services for the installed projects under a separate agreement.

Service Agreement

Vendor will enter into an agreement or contract with Energy Bank customers for participation in the Facilities Improvement Master Plan program outlined in this Master Agreement. Vendor must provide a copy of any customer agreements or contracts to DAS for review and approval upon execution of this Master Agreement.

Vendor will not provide services to Energy Bank customers under this Master Agreement until an agreement or contract has been executed by both parties. Fees associated with the services provided under this Master Agreement shall not exceed the fee structure outlined in this Master Agreement.

Fee Structure

Vendor will enter into service agreements with customers who would like to utilize the services outlined in this scope of work according to the following fee schedule:

Detailed Facility Audit: determined based on complexity of project

Project Size	Cost Range
Under 50,000 sq. ft.	$.20 to $.25
50,000 to 100,000 sq. ft.	$.15 to $.20
100,000 to 250,000 sq. ft.	$.10 to $.15
Over 250,000 sq. ft.	$.08 to $.10

Final Fee:

Project Size	Total Fee
Under $1,000,000	20%
$1,000,000 to $3,000,000	17% to 20%
$3,000,000 to $5,000,000	15% to 17%
Over $5,000,000	13% to 15%

#16

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: 4/8/15

Weekly Agenda Date: 4/14/15

DEPARTMENT HEAD / CITIZEN: Mark Elgert

SUBJECT: Trosper Hoyt

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☐
Give Direction ☑	Other: Informational ☐	Attachments ☐

WORDING FOR AGENDA ITEM: opening bids for Trosper Hoyt building (front) re-facing of lower section

EXECUTIVE SUMMARY: Building surface damage due to weather and salting of the side walk

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED:

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY JUVENILE DETENTION CENTER

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

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

	6:00 a.m.	6:00 p.m.
March 2015		
March 30, 2015		**18**
March 31, 2015	**18**	**17**
April, 2015		
April 1, 2015	**17**	**17**
April 2, 2015	**18**	**18**
April 3, 2015	**18**	**18**
April 4, 2015	**18**	**18**
April 5, 2015	**18**	**18**
April 6, 2015	**18**	

The Center averaged 17.9 residents per day during the 6:00 a.m. head count and 17.7 during the 6:00 p.m. check for a weekly average of 17.8 residents per day during the above week.

Of the eighteen residents detained on April 6, 2015, eight or forty four percent were identified gang members. Of the eight, three or thirty eight percent were identified as hard-core members.

We are currently detaining five juveniles from the BIA and three from Dakota County.

Mark Olsen
Director
WCJDC
April 6, 2015

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

DATE	Day	DAILY TOTAL	LEC	ELECTRONIC MONITORING	PRAIRIE HILLS	FEDERAL PRISONERS
4/4/15	Saturday	237	206	20	11	12
4/5/15	Sunday	232	202	20	10	12
4/6/15	Monday	220	192	20	8	13
4/7/15	Tuesday	219	191	19	9	13
4/8/15	Wednesday	223	196	18	9	15
4/9/15	Thursday	219	194	17	8	11
4/10/15	Friday	204	181	16	7	12
		1554	1362	130	62	88

24 HOUR DAILY COUNT

DATE	TOTAL	MALE	FEMALE
4/4/15	265	211	54
4/5/15	256	210	46
4/6/15	244	200	44
4/7/15	249	202	47
4/8/15	243	205	38
4/9/15	253	208	45
4/10/15	239	189	50
	1749	1425	324

*Highest population count each day