



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
( SEPTEMBER 1, 2015) (WEEK 36 OF 2015)**

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

Larry D. Clausen 389-5329 <a href="mailto:lclausen@woodburycountyiowa.gov">lclausen@woodburycountyiowa.gov</a>	Mark A. Monson 204-1015 <a href="mailto:mark@mudflap.com">mark@mudflap.com</a>	Jaclyn D. Smith 898-0477 <a href="mailto:jasmith@woodburycountyiowa.gov">jasmith@woodburycountyiowa.gov</a>	Jeremy J. Taylor 259-7910 <a href="mailto:jeremytaylor@cablone.net">jeremytaylor@cablone.net</a>	Matthew A. Ung 490-7852 <a href="mailto:matthewung@woodburycountyiowa.gov">matthewung@woodburycountyiowa.gov</a>
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held September 1, 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.

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## **AGENDA**

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|--------------------------------|--|-------------|
| <b>4:30 p.m.</b>               | 1. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence  |             |
|                                | 2. Citizen Concern   | Information |
|                                | 3. Approval of the agenda September 1, 2015                                      | Action      |
|                                | 4. Approval of the minutes of August 25, 2015 meeting                            | Action      |
|                                | 5. Discussion and approval of claims   | Action      |
|                                | 6. Board of Supervisors – Mark Monson  |             |
|                                | a. The Agriculture Exposition & Learning Center Board request for Funding        | Information |
|                                | b. Consideration of a long range planning proposal                               | Information |
| <b>4:35 p.m.</b><br>(Set time) | 7. Board Administration/Public Bidder – Karen James                              |             |
|                                | a. Public Hearing and Sale of Property Parcel #228390 (1508 Harris Street)       | Action      |
| <b>4:37 p.m.</b><br>(Set time) | b. Public Hearing and Sale of Property Parcel #175365 (1401 1/2 Virginia Street) | Action      |
|                                | c. Approval of Resolution for Notice of Property Sale Parcel #178875             | Action      |
|                                | d. Approval of Resolution for Notice of Property Sale Parcel #781410             | Action      |
|                                | e. Approval of Resolution for Notice of Property Sale Parcel #786375             | Action      |
|                                | f. Approval of Resolution for abatement of taxes for Woodbury County, Iowa       | Action      |
|                                | g. Notice to terminate farm tenancy  | Information |

- |     |  |             |
|-----|--|-------------|
| 8.  | Human Resources – Ed Gilliland   |             |
|     | a. Approval of Memorandum of Personnel Transactions  | Action      |
|     | b. Contract for Northwest Environmental for LEC Mitigation, Discussion and Action.   | Action      |
| 9.  | Rural Economic Development – David Gleiser<br>Authorize Chairman to sign Organization Commitment Form for University of Iowa Regional Entrepreneurship Grant                         | Action      |
| 10. | Building Services – Kenny Schmitz  |             |
|     | a. Approval of Nebcon fiber installation and moving of existing Building Services Operations to old Eagles Building  | Action      |
|     | b. Approval of contracts with West Plains Engineering and The Baker Group for implementation of LED lighting   | Action      |
| 11. | Emergency Services – Gary Brown<br>Requesting Authorization & Approval of new lease with Senet Inc. on behalf of Starcomm.   | Action      |
| 12. | Secondary Roads – Mark Nahra   |             |
|     | a. Consideration of permit for installation of underground telephone lines within the Highway Right of Way for Century Link to serve the new Eagle Ridge Addition                    | Action      |
|     | b. Consideration of permits for work within the Highway Right of Way for Bob Geisinger to improve entrance and ditch near machine shed within the right of way with the right of way | Action      |
|     | c. Consideration of resolution to set a road vacation hearing for a portion of Woodbury-Ida County Line Road in Section 12 of Morgan Township  | Action      |
|     | d. Consider resolution to establish a stop and yield sign at the intersection of Cass Avenue and 320 <sup>th</sup> Street  | Action      |
| 13. | County Sheriff – Dave Drew<br>Approval of 28E Agreement between Woodbury County, Iowa and the City of Anthon, Iowa for law enforcement services                                      | Action      |
| 14. | Board of Supervisors – Jeremy Taylor   |             |
|     | a. Training for Leaders, Elected Officials, and Department Heads   | Information |
|     | b. Veterans Affairs Meeting and Event  | Information |
|     | c. Energy Savings / Calculations and Goals for Future Savings  | Information |
| 15. | Reports on committee meetings  | Information |
| 16. | Citizen's Concerns   | Information |
| 17. | Board Concerns and Comments  | Information |

## ADJOURNMENT

## CALENDAR OF EVENTS

<b>TUESDAY, SEPTEMBER 1</b>	<b>4:45 p.m.</b>	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
<b>WEDNESDAY, SEPTEMBER 2</b>	<b>12:00 noon</b>	District Board of Health Meeting, 1014 Nebraska St.
<b>TUESDAY, SEPTEMBER 8</b>	<b>10:00 a.m.</b>	Senior Center Board of Directors Meeting, 313 Cook Street
<b>WEDNESDAY, SEPTEMBER 9</b>	<b>8:05 a.m.</b>	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
	<b>6:30 p.m.</b>	911 Service Board Meeting, Public Safety Center, Climbing Hill
	<b>8:00 p.m.</b>	County's Mayor Association Meeting, Public Safety Center, Climbing Hill
<b>THURSDAY, SEPTEMBER 10</b>	<b>12:00 p.m.</b>	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
	<b>5:00 p.m.</b>	Conservation Board Meeting, Brown's Lake Shelter
	<b>7:00 p.m.</b>	Siouxland Mental Health Center, Board Meeting, 625 Court Street
<b>TUESDAY, SEPTEMBER 15</b>	<b>4:30 p.m.</b>	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
<b>WEDNESDAY, SEPTEMBER 16</b>	<b>12:00 noon</b>	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
<b>THURSDAY, SEPTEMBER 17</b>	<b>11:00 a.m.</b>	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
<b>MONDAY, SEPTEMBER 28</b>	<b>6:00 p.m.</b>	Zoning Commission Meeting, Board of Supervisors' Chambers
	<b>7:30 p.m.</b>	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Merville, Iowa.
<b>TUESDAY, SEPTEMBER 29</b>	<b>2:00 p.m.</b>	Decat Board Meeting, Western Hills AEA, Room F
	<b>1:30 p.m.</b>	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
<b>TUESDAY, OCTOBER 6</b>	<b>10:00 a.m.</b>	Senior Center Board of Directors Meeting, 313 Cook Street
<b>WEDNESDAY, OCTOBER 7</b>	<b>8:05 a.m.</b>	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
<b>THURSDAY, OCTOBER 1</b>	<b>7:00 p.m.</b>	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	<b>12:00 p.m.</b>	SIMPCO Board of Directors, 1122 Pierce St, Sioux City,

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

**AUGUST 25, 2015 — THIRTYFIFTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, August 25, 2015 at 4:30 p.m. Board members present were Clausen, Monson, Smith, and Ung; Taylor was absent. Staff members present were Karen James, Board Administrator, Dennis Butler, Finance/Operations Controller, Ed Gilliland, Human Resources Director, Gloria Mollet, Assistant Human Resources Director 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. Rick Benson, Anthon, and Martin Heck, Merville, addressed the Board with concerns about drainage district levies.
3. Motion by Taylor second by Smith to approve the Agenda for August 25, 2015. Carried 5-0. Copy filed.
4. Motion by Taylor second by Ung to approve the minutes of the August 18, 2015 Board meeting. Carried 5-0. Copy filed.
5. Motion by Ung second by Smith to approve the county's claims totaling \$410,246.06. Carried 5-0. Copy filed.
6. Motion by Clausen to approve an expenditure of \$2,500.00 for the Roger Brooks Community Assessment Program. Motion died for lack of a second. Motion by Taylor second by Monson to approve an expenditure of \$5,000.00 for the Roger Brooks Community Assessment Program. Carried 3-2 on a roll call vote; Clausen and Ung opposed.
7. Motion by Ung second by Clausen to approve the separation of Rochelle Jordan, Case Manager, Social Services Dept., effective 08/21/15. Resignation.; the appointment of David Dawson, Assist. County Attorney, County Attorney Dept., effective 08/31/15, \$62,563/year. Job vacancy posted 6-10-15. Entry level salary: \$54,098-\$62,563/year.; the appointment of Cody Myers, Equipment Operator, Secondary Roads Dept., effective 08/31/15, \$21.13/hour. Job vacancy posted 5-27-15. Entry level salary: \$21.13/hour.; the reclassification of April Gardner, P/T Youth Worker, Juvenile Detention Dept., effective 09/04/15, \$18.85/hour, 3.4%=\$.63/hr. Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 2 to Grade 1/Step 3.; and the end of probation of Steven Hughes, Equipment Operator, Secondary Roads Dept., effective 9/04/15, \$21.78/hour, 3%=\$.65/hr. Per CWA Secondary Roads Contract agreement. End of probation salary increase. Carried 5-0. Copy filed.
- 8a. Motion by Ung second by Clausen to approve and authorize the Chairperson to sign a Resolution tax suspension for Karen Jensen, 301 S. Hickory St, Smithland, IA, parcel #864426460013 & #864426460015. Carried 5-0.

**WOODBURY COUNTY, IOWA  
RESOLUTION #12,259  
RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES**

**WHEREAS**, Karen Jensen, is the titleholder of property located at 301 S. Hickory St., Smithland, IA, Woodbury County, Iowa, and legally described as follows:

**Parcel # 864426460013 & 864426460015**

**SMITHLAND CITY OF S 10 FT LOTS 1-2-3 B LK 3**

**SMITHLAND CITY OF PUBLIC SQUARE SUB DI V SW SE 26-86-44 LOT 28 S 13.5 FT N 63.5 FT**

**WHEREAS**, Karen Jensen, is the titleholder of the aforementioned properties have petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2009 Iowa Code section 427.9, and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby grants the request for a suspension of taxes, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this property.

**SO RESOLVED** this 25th day of August, 2015.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 8b. Motion by Smith second by Taylor to receive and approve the low bid with the City of Sioux City from Omaha Paper Co. in the amount of \$4.97 per 1,000 sheets for 8.5 x 11 copy paper. Carried 5-0. Copy filed.
  - 8c. Motion by Clausen second by Ung to establish an Internal Service Fund in the Auditor's Office and Treasurer's Office for the prepayment in the amount of \$11,431 for 2,300,000 sheets of paper. Carried 5-0. Copy filed.
- By unanimous consent; motion by Taylor second by Smith to use local option sales tax funds for the previously approved expenditure of \$5,000.00 for the Roger Brooks Community Assessment Program. Carried 5-0.
- 9a. Information was presented on Option #1 probable cost for LEC entrance.
  - 9b. Motion by Clausen second by Taylor to approve the Trane chiller service agreement for Courthouse & Trospen Hoyt building. Carried 5-0. Copy filed.
  - 9c. Motion by Clausen second by Taylor to approve the soil testing services. Carried 5-0. Copy filed.
  - 10a. Motion by Smith second by Ung to approve the contract with Johnson Propane for an estimated 48,200 gallons at a price of \$.63 per gallon. Carried 5-0. Copy filed.
  - 10b. Motion by Clausen second by Taylor to reapprove the construction plans for project #RCX-CO97(130)—9A-97, for PCC pavement replacement for Port Neal Circle. Carried 5-0. Copy filed.
  - 10c. Motion by Smith second by Ung to approve and receive for signatures a Resolution to accept CF Industries drive into the Secondary Roads system. Carried 5-0.

**WOODBURY COUNTY, IOWA**  
**A RESOLUTION TO ACCEPT CF INDUSTRIES DRIVE INTO THE SECONDARY ROADS SYSTEM**  
**RESOLUTION #12,260**

**WHEREAS**, the Woodbury County Board of Supervisors under Chapter 306.4 has jurisdiction over the Woodbury County secondary road system, and

**WHEREAS**, Chapter 306.10 gives said Board the power to establish, alter, or vacate roads on the secondary road system, and

**WHEREAS**, the County Engineer has prepared plans for and inspected the construction of a new road, and acknowledges that the construction of the road is complete and in compliance with county road standards,

**NOW THEREFORE BE IT RESOLVED** by the Woodbury County Board of Supervisors that a street that is hereby established as CF Industries Drive, beginning at its intersection with 255<sup>th</sup> Street in section 19, township 87 north, range 47 west, and continuing west to the end of the public right of way, has been accepted into the Woodbury County Secondary Road system as a county road and that the road is open to the public.

**SO RESOLVED**, dated this 25<sup>th</sup> day of August, 2015.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 11. Reports on committee meetings.
- 12. Citizen's concerns.
- 13. Board concerns and comments.

The Board adjourned the regular meeting until September 1, 2015.

Meeting sign in sheet. Copy filed.

#6a

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

Date: August 27, 2015

Weekly Agenda Date: September 1, 2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Mark Monson

SUBJECT: Agriculture Exposition & Learning Center request

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**WORDING FOR AGENDA ITEM:** The Agriculture Exposition & Learning Center Board request for Funding

**EXECUTIVE SUMMARY:** The project and proposal will be presented for Board consideration

**BACKGROUND:** The City of Sioux City has received an IDEA award which includes this Center. Additional Funding is needed to complete the project. The County will be asked to participate.

**FINANCIAL IMPACT:** To be determined by the Board

**RECOMMENDATION:** Consideration of the request for decision at the next Board meeting.

**ACTION REQUIRED / PROPOSED MOTION:** None

*Approved by Board of Supervisors March 3, 2015.*

#66

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

Date: August 28, 2015

Weekly Agenda Date: September 1, 2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Mark Monson

SUBJECT: Long Range Planning

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**WORDING FOR AGENDA ITEM:** Consideration of a long range planning proposal.

**EXECUTIVE SUMMARY:** The Board will consider a long range planning proposal with action September 8, 2015.

**BACKGROUND:** Work has been done over the past months to create unity within county departments. This project would bring managers together to develop future direction.

**FINANCIAL IMPACT:** See attachment

**RECOMMENDATION:** Consideration of the request for decision at the next Board meeting.

**ACTION REQUIRED / PROPOSED MOTION:** None

*Approved by Board of Supervisors March 3, 2015.*

## **LONG RANGE PLANNING FOR COUNTY MANAGERS**

### **PURPOSE:**

Long range planning across all departments and services is critical to a strong vision for the future.

### **PROCESS:**

Thirty individuals have been identified as county managers. This list may be added to or reduced in size. To provide opportunity for frank and open discussion the group would be divided into three groups with no majority of elected officials at any of the meetings.

The proposal would identify three days in October (or early November) for the small groups to gather. The consultant would direct each of the three days and compile the results. The entire group would meet in January 2016 to bring all people and information together. The Board will need to require participation.

The last day would be a public meeting where all participants would bring together thoughts from the three days. As a part of that last day the group could review the Vision Statement to accept or "tweak" the wording.

The major goal of this process will be to develop a single direction/ purpose of all services and functions provided by the county with unity of direction.

### **OTHER ACTIVITIES:**

We have initiated the State evaluation form to be used with all employees. As a part of that process there must be a statement of the mission of each area. Also being considered is "True Speak" which is a process to work with employees. All these activities will help our managers direct employees with a "big picture" and uniform view of the County.

JANET CARL:

As an organizational consultant, Janet has been helping groups meet their goals for more than twenty-five years. She works primarily with educational, governmental and nonprofit groups in the areas of team building, outcome-based planning and communication skills. She is also a former state legislator and headed the Department of Human Services appropriations sub-committee. Currently she serves as Director of the Writing Lab at Grinnell College.

CONSULTANT COST:

Four days of consultation	\$3,200
Travel estimate	1,070
Lodging estimate	400
Meals estimate	200
Miscellaneous	200
Total Estimate	<u>\$5,070</u>

MEALS, ETC. FOR FOUR DAYS

Meal estimate	<u>\$ 500</u>
TOTAL COST	\$5,500

The first choice location would be the Nature Center.

## **STRATEGIC PLANNING GROUPS 2015**

### **Group One**

Mark Monson	Board of Supervisors (Elected)
Dave Drew	Sheriff (Elected)
Mike Clayton	Treasurer (Elected)
Dennis Butler	Budget Analyst
Mark Nahra	Secondary Roads
David Gleiser	Rural Economic Development
Theresa Yochums	Social Services
John Malloy	WICC (Technology) (has own Board) (Shared with City)
Diane Peterson	Recorder's office (Under Auditor)
Donna Chapman	County Library (has own Board)

### **Group Two**

Jeremy Taylor	Board of Supervisors (Elected)
Larry Clausen	Board of Supervisors (Elected)
Pat Gill	Auditor/ Recorder (Elected)
Rick Schneider	Conservation (Has own Board)
Ed Gilliland	Human Resources
Mark Olsen	Juvenile Detention
Julie Connolly	County Assessors Office (Has own Board)
Glen Sedivy	E911 (Has own Board)(Shared with City)
Michelle Skaff	Emergency Management (Has own Board)
Kevin Grieme	District Health (Has own Board)

### **Group Three**

Matthew Ung	Board of Supervisors (Elected)
Jackie Smith	Board of Supervisors (Elected)
PJ Jennings	County Attorney (Elected)
Karen James	Board Office
Gary Brown	Emergency Services
Danielle Dempster	Veterans Affairs (Has own Board)
John Pylelo	Planning & Zoning
Patty Erickson Puttmann	Social Services (Part of this belongs to a region)
Ken Schmitz	Building Services
Jean Logan	General Relief (contracted to her agency)

Total = 30

Memo to: Mark Monson, Chair, Board of Supervisors, Woodbury County  
From: Janet Carl, Organizational Development Consultant  
Re: Development of Strategic Plan

I like to help groups develop what I call outcome-based plans. Outcome based plans are specific and measurable. They call for tangible changes—in results for customers of each office of county government and in capacities each office and staff have to develop in order to create new and better results for customers.

I don't yet know what the full day schedule of activities might be for the 3 working groups, but here are some of the topics I would want to cover.

First, I would want the supervisor(s) present at each of the three work days to talk about why the supervisors want to create a strategic plan—what the supervisors see as the need for such a plan. The supervisor(s) should also lay out the expectation that every office is going to participate and going to be represented in the final plan. Also, the supervisor should give an assurance that conversations held during the planning process should be full and frank, but that they are confidential (I assume these 3 meetings are not going to be open meetings). No one should be afraid that there will be retribution for anything that is said; additionally, I will urge people to make constructive, non-blaming comments. I don't have any desire to wallow in the misdeeds of the past, although if there is something factual or significant to be said about past practice, a person should be able to make such a statement freely.

Once the ground rules are established, I would probably get people talking (maybe in small groups of 3 or so) about what they think the public thinks about their particular office of county government. Do they get direct public comment about their services? Might they be interested in gathering some public comment in the next few weeks/months? What are their own view about the services their office provides? Are policies and practices generally up to date? What are the current strengths and weaknesses of county government as a whole, their offices in particular? (Obviously, these are difficult conversations to have, so again we need to establish as much trust and openness in the atmosphere as we can.)

I would then ask them to dream about the future. What do they want county government to be like as a whole? What would they like to hear citizens say about county government? What are their ideas as to how their offices can serve the public better? What is operating in their environment that they might build on (e.g., new technology, new models from other counties or states)? What do they see as threats in the future?

The day would probably culminate with everybody brain-storming ideas for their own offices and for county government as a whole. I would hope that these discussions would not be constrained at this point by money considerations. I would ask people to think big; we'll worry about money later.

After the first of these work days, I would communicate with you and other supervisors to see how you think things went and make any changes to the agenda that seem advisable. After we've conducted all three work days, I'll put together a plan for the final day of planning and talk with you and the other board members about it.

CONTRACT FOR SERVICES

This contract is entered into by Woodbury County (Board of Supervisors), 620 Douglas St., Sioux City, IA 51101 and Janet A. Carl, Organizational Development Consultant, 14142 N. 39<sup>th</sup> Ave. E., Grinnell, IA 50112

WHEREAS, Woodbury County desires to contract with Janet Carl to provide strategic planning services

Now, therefore, the two parties agree to the following terms:

Janet Carl will

1. Lead three planning days with county office leaders and others invited by the board of supervisors in October, 2015
2. Lead a large group planning day to formulate the final components of the strategic plan in January, 2016.
3. Compile the plan and submit it to the Board of Supervisors by February 1, 2016.

COST: Woodbury County will pay Janet Carl \$800 per day for her services plus mileage at 57.5 cents per mile, lodging and per diem. Woodbury County will pay Janet Carl within four weeks of receipt of invoice.

AMENDMENTS: This contract may be amended by agreement of both parties. Any amendment must be made in writing and signed by both parties.

CANCELLATION: Either Woodbury County or Janet Carl may cancel the contract at any time. Any fees or expenses owed Janet Carl at the time of the cancellation must be paid by Woodbury County within four weeks of the date of cancellation, including time spent in preparation for one of the training sessions.

Signed \_\_\_\_\_  
Woodbury County Supervisor

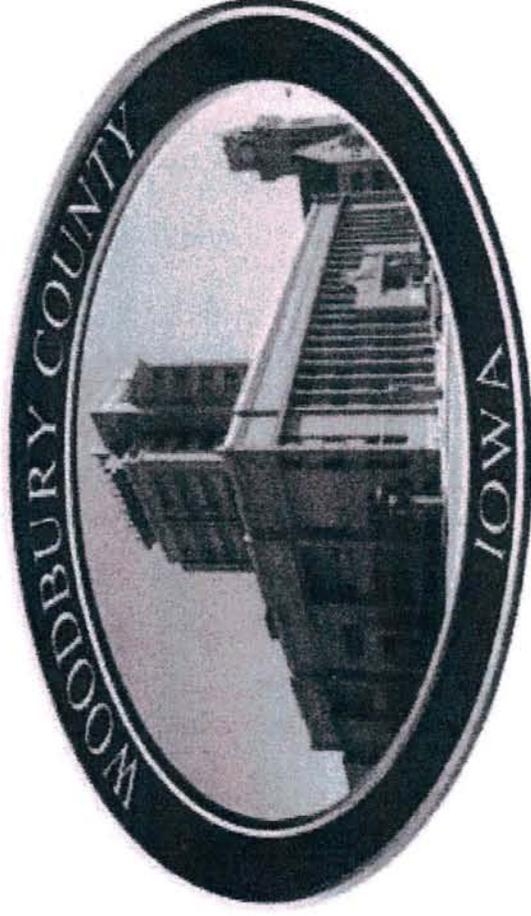
Signed \_\_\_\_\_  
Organizational Consultant

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

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

# Woodbury County

## Vision Statement



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.

Janet A. Carl  
14142 N. 39th Avenue E.  
Grinnell, IA 50112

jacarl6994@gmail.com  
641-236-6994 (H)  
641-990-3649 (C)

Organizational Development Consultant, 1980-present. Consult , provide training to governmental, educational, human services, professional organizations on the topics of outcome-based evaluation, strategic planning, team building, leadership development. Provide grant and other technical writing services. Certified consultant for Benchmarks (360° performance appraisal tool). Certified Trainer, Results Oriented Management and Accountability (ROMA) curriculum (recertified 2012).

Director of Academic Support for Writing and Speaking, Grinnell College, Grinnell, IA, 2012- present. Oversee Writing Lab operations. Hire, supervise, evaluate professional and peer writing staff. Teach classes and tutor students on all stages of the writing process.

Lecturer, Writing Lab, Grinnell College, Grinnell, Iowa, 2000-12. Tutored students on all phases of the writing process.

Resource Development Director, Mid-Iowa Community Action, Inc., Marshalltown, Iowa, 1998-2000. Major responsibilities: Directed a team of 25 persons responsible for housing programs, local, state and national fundraising, public information and information technology services. Provided consulting services to Marshall County Youth and Violence Committee and Child Abuse Prevention Services agency for outcome-based evaluation and resource development. Consulted with the National Association of Community Action Agencies for development of Dialogue on Poverty 2000 materials and training. Provided training and technical assistance to agencies through the US Department of Health and Human Services Peer to Peer grant.

Senior Associate, Move the Mountain Leadership Center, Mid-Iowa Community Action, Inc., Marshalltown, Iowa, 1993-1998. Major responsibilities: Facilitated human service system transformation effort involving fifty-eight human service, education and health organizations in Hardin, Marshall, Poweshiek, Story and Tama Counties. Consulted with these organizations on strategic planning, resource development and leadership development; facilitated numerous interagency planning processes to improve outcomes for children and families at risk; developed materials for National Dialogue on Poverty and trained community action leaders in ten states to implement this community-based conversation about desired new outcomes for children and families; managed Family Preservation and Support Services Grant in Marshall County.

Director, Head Start Staff Development Center, Mid-Iowa Community Action, Inc., Marshalltown, Iowa, 1992. Major responsibilities: Led the planning process to develop

an innovative training and technical assistance program for Head Start staffs in Iowa and the Midwest; negotiated partnership of the local community college; planned the renovation of facilities at the college to house the center; hired staff; recruited Head Start directors and management staff to attend the training; designed and led the management training modules. The center was one of fourteen funded in a national competition by the US Department of Health and Human Services.

Director, Family Futures Project, Mid-Iowa Community Action, Marshalltown, Iowa, 1990-91. Major responsibilities: Planned and implemented a series of community conversations involving 7000 participants in five counties. Developed and produced video used to lead the discussions, which centered on needs of all children and families and ideas for ways the community could do a better job of responding to children and families' needs. Facilitated Family Futures Coalition, an interagency group that planned the format for the community conversation and recruited participants. Developed reporting system and other supportive materials and trained discussion leaders. Oversaw compilation of data collected from the discussions. Recruited leaders for follow up planning in all five counties.

Convener, Community Academy on Children and Families at Risk, Mid-Iowa Community Action, Inc., Marshalltown, Iowa, 1988-89. Major responsibilities: Planned and facilitated interagency collaborative process designed to promote greater responsiveness by institutions to children and families at risk through organizational improvement and the development of stronger partnerships among agencies.

Director of Development, Mid-Iowa Community Action, Inc., Marshalltown, Iowa, 1987-88. Major responsibilities: Supervised public information office; edited newsletter sent to 300 policy makers as well as in-house monthly newsletter; mobilized resources in support of agency goals; conducted national research project.

Executive Director, Iowa Court Appointed Special Advocate Program, State of Iowa Judicial Department, 1986-87. Major responsibilities: Developed and implemented fiscal and program policy and procedure for pilot project in two judicial districts; selected, trained, supervised and evaluated local coordinators; developed and implemented public relations plan; designed and implemented training for adult volunteer guardians *ad litem* in juvenile court procedure, symptoms of child abuse and neglect, and interviewing skills.

Member, Iowa House of Representatives, 1980-86. Co-Chair, Joint Human Services Appropriations Subcommittee. Areas of expertise: adoption reform, child testimony in court, day care licensing, nursing home reimbursement. Also served on Human Resources, Judiciary, Education, State Government, Energy Committees.

## Training/Consulting Experience

<i>Topics:</i>	<i>Representative List of Clients:</i>
Action research: implementation of ROMA principles and practices	Iowa Community Action Association
Consultation skills, community assessment models, agency assessment	Iowa Head Start State Collaboration Office, Iowa Division of Community Action Agencies, Community action agencies in North Carolina, Florida, Texas
ROMA training for Boards of Directors	State of Virginia CSBG office—training in 20 Virginia CAAs; Iowa CAAs, West Virginia CAA
ROMA training; National Dialogue on Poverty (NDP) training	Community Action Agencies in 15 states
Strategic planning	Departments of Education (Iowa, Nebraska, Kansas, Arkansas), Iowa AEAs, community action agencies, Iowa Division of Vocational Rehabilitation Services (DVRS)
Teambuilding, networking training, conflict resolution	Iowa Transition Advisory Council, DVRS
Video script writing and production; development of NDP training manual	National Association of Community Action Agencies, now CAP
Meeting facilitation	Human services interagency councils, Iowa Policy Project, Family Development and Self-Sufficiency Advisory Council, Head Start State Collaboration Office
Meeting skills; planning	Local School Districts
ROMA training, outcomes based planning	CAA state associations in Kansas, Missouri, Nebraska, Iowa
New program design	Central Oklahoma Community Action Agency

## Technical/Professional Writing Experience

The State of ROMA Implementation in Iowa, report for Iowa Community Action Association, March, 2011.

*Writing Forum*, Writer, Editor of Grinnell College publication on teaching writing, 2000-2003.

Video Script, National Dialogue on Poverty 2000, produced by National Association of Community Action Agencies, 1999.

Video Script, National Dialogue on Poverty, produced by National Association of Community Action Agencies, 1996.

Outcomes Based Strategic Plan, Mid-Iowa Community Action, Marshalltown, IA, 1997.

Heiserman, O., Miller, S. and Carl, J., **Developing Resources for Family Development**, National Association of Community Action Agencies, publisher, 1994.

Carl, J., "Helping Families in Danger Help Themselves," Editorial Page, Des Moines Register, June 13, 1993.

Team Building Training Manual, State of Iowa Transition Advisory Boards, 1992.

Carl, J. and Stokes, G., "Ordinary People, Extraordinary Organizations," Volume 9, Numbers 4-6, **Nonprofit World**, 1991.

Video Script, Family Futures, produced under a federal grant by Mid-Iowa Community Action, Inc., 1990.

Newsletter Editor, Iowa Chapter of American Society for Training and Development, 1988-89.

#### Grant Writing Experience

Head Start State Collaboration Office, renewal grant, funded by the Head Start Bureau, 2007.

Leadership Training Grant, funded by US Department of Health and Human Services to Move the Mountain Leadership Center, 2000.

Peer to Peer Training and Technical Assistance Grants, funded for \$180,000, \$230,000, \$323,000 to Mid-Iowa Community Action, 1998, 1999, 2000.

Family Preservation and Support Services Grants, funded annually for \$76,000 to Mid-Iowa Community Action, Inc., 1995-2000.

AmeriCorps, National Volunteer Service Program, funded for \$200,000 to Mid-Iowa Community Action, 1994.

School-based Youth Services Program, funded for \$800,000 to Marshalltown School District, 1990.

Head Start Teaching Center Grant, funded for \$1,000,000 to Mid-Iowa Community Action, 1992.

## College Teaching Experience

"Basic Principles of College Writing," 2008-present  
"Teaching Writing," Grinnell College, 2012-present  
"Oral Communication Skills," 2011-present  
"Advanced Principles of College Writing," Grinnell College, 2010

## Other Professional Experience

President, Board of Directors, Meliora Partners, Inc., a nonprofit consulting firm, 2011-2013. Member of board since 2007.

President, Board of Directors, Iowa Policy Project, 2007-2011 (nonprofit think tank devoted to issues of taxation, environment and other issues affecting low-income persons). Member of board, 2006-2011.

Grant reader, US Department of Health and Human Services, Office of Community Services, 2002, 2004, 2006. Panel Chairperson, 2007.

Advisory Board Member, National ROMA Train the Trainer Program, 2004-present.

Vice-Chair, Board of Directors, Iowa Ethics and Campaign Finance Disclosure Commission, 2004-2008.

Participant, faculty seminars on the use of portfolios in the classroom and to assess writing skills, Grinnell College, 2001, 2008-2011.

Graduate, Results Oriented Management and Accountability (ROMA) Train the Trainer Program, Community Action Association of Pennsylvania, 2001. Recertification in 2012.

Benchmarks 360° Performance Appraisal Tool Certification Training, Center for Creative Leadership, Greensboro, NC, 1998.

Communications Officer, Iowa Chapter, American Society for Training and  
Grant recipient, National Science Foundation, for computer-assisted counselor training, 1978.

## Education

BA, Sociology and Psychology, University of Iowa, 1970.

MA, Counselor Education, University of Iowa, 1973.

#7a

## RESOLUTION #

### NOTICE OF PROPERTY SALE

#### Parcel #175365

**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 One (1) and Two (2) in Block One (1), Galbraith's Second Addition to Sioux City, more particularly described as follows; Commencing at a point on the South line of Lot One (1) in Block One (1), of Galbraith's Second Addition, which is fifty-seven (57) feet West of the Southeast corner of said Lot; running thence North parallel to the East lines of said lots One (1) and Two (2) across Lot One (1) and the South Ten (10) feet of Lot Two (2) for sixty and fifteen-hundredths (60.15) feet; thence West parallel to the South line of Lot One (1) for seventeen (17) feet; thence South parallel to the East lines of Lots One (1) and Two (2) for seventeen (17) feet; thence West parallel to the South line of Lot One (1) eight (8) feet; thence South parallel to the East line of Lot One (1) thirty-five and seven-tenths (35.7) feet to the Northerly line of Dale Street; thence Southeasterly on said line nine and four-tenths (9.4) feet to South line of Lot one (1); thence East on the South line of Lot One (1) to the place of commencement, City of Sioux City, Woodbury County, Iowa  
(1401 ½ Virginia 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 **1<sup>st</sup> Day of September, 2015 at 4:37 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **1<sup>st</sup> Day of September, 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 \$477.00** 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 18<sup>th</sup> Day of August, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

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

\_\_\_\_\_  
Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Joseph Snow Date: 8/14/14  
Address: 1401 Virginia St. Phone: 301-3490

Address or approximate address/location of property interested in:  
1401 1/2 Virginia St.  
GIS# 894721461020

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

Legal Description:  
Tract 25 ft East  $\approx$  West of a line 57 ft.  
West of East line of Lot 4 North of 14<sup>th</sup> Street  
Extg. North 60.15 ft parts of Lots 1 & 2 Block 7  
Galbraiths 2<sup>nd</sup> Addition

Tax Sale #/Date: #1178 6/21/10 Parcel # 175365

Tax Deeded to Woodbury County on: 3/24/15

Current Assessed Value: Land \$100- Building 0 Total \$100-

Approximate Delinquent Real Estate Taxes: \$320-

Approximate Delinquent Special Assessment Taxes: \$597-

\*Cost of Services: \$327-

Inspection to: George Boykin Date: \_\_\_\_\_

Minimum Bid Set by Supervisor: \$150- plus cost of services : Total: \$477-

Date and Time Set for Auction: \_\_\_\_\_

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



Overview



**Legend**

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Parcel ID	894721461009	Alternate ID	175365	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	Class	R		WOODBURY COUNTY COURTHOUSE
Property Address	1401 1/2 VIRGINIA ST	Acres	n/a		620 DOUGLAS ST
	SIOUX CITY				SIOUX CITY, IA 51101-0000
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	GALBRAITHS 2ND TRACT 25 FT E AND W OF A LINE 57 FT W OF E LINE OF LOT 1 N OF 14TH STREET EXTG N 60.15 FT PARTS OF LOTS 1 & 2 BLK 1				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 8/5/2015  
 Last Data Upload: 8/5/2015 4:21:05 AM



# Beacon™ Woodbury County, IA / Sioux City



## Overview



## Legend

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Parcel ID	894721461009	Alternate ID	175365	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	Class	R		WOODBURY COUNTY COURTHOUSE
Property Address	1401 1/2 VIRGINIA ST	Acreage	n/a		620 DOUGLAS ST
	SIOUX CITY				SIOUX CITY, IA 51101-0000

District 087 SC LL SIOUX CITY COMM  
 Brief Tax Description GALBRAITHS 2ND  
 TRACT 25 FT E AND W  
 OF A LINE 57 FT W OF  
 E LINE OF LOT 1 N O  
 F 14TH STREET EXTG  
 N 60.15 FT PARTS OF L  
 OTS 1 & 2 BLK 1  
 (Note: Not to be used on legal documents)

Date created: 8/5/2015  
 Last Data Upload: 8/5/2015 4:21:05 AM

#7b

RESOLUTION #

NOTICE OF PROPERTY SALE

Parcel #228390

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

**Lots 10 & 11 in Block 7, Highland Park Addition, City of Sioux City, Woodbury County, Iowa  
(1508 Harris 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 **1<sup>st</sup> Day of September, 2015 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **1<sup>st</sup> Day of September, 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 \$285.00** 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 18<sup>th</sup> Day of August, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

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

\_\_\_\_\_  
Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Jimmy & Kim Reising Date: 4/9/14

Address: 1528 Harris St. Phone: \_\_\_\_\_

Address or approximate address/location of property interested in:

1508 Harris

GIS # 894824481004

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

Legal Description:

lots 10 & 11 Block 7 Highland <sup>Park</sup> Addition

Tax Sale #/Date: 01070-2011 Parcel # 228390

Tax Deeded to Woodbury County on: 3/24/15

Current Assessed Value: Land \$2,600 Building — Total \$2,600

Approximate Delinquent Real Estate Taxes: \$701.00 } \$4,139.00

Approximate Delinquent Special Assessment Taxes: 3376.00

\*Cost of Services: \$135-

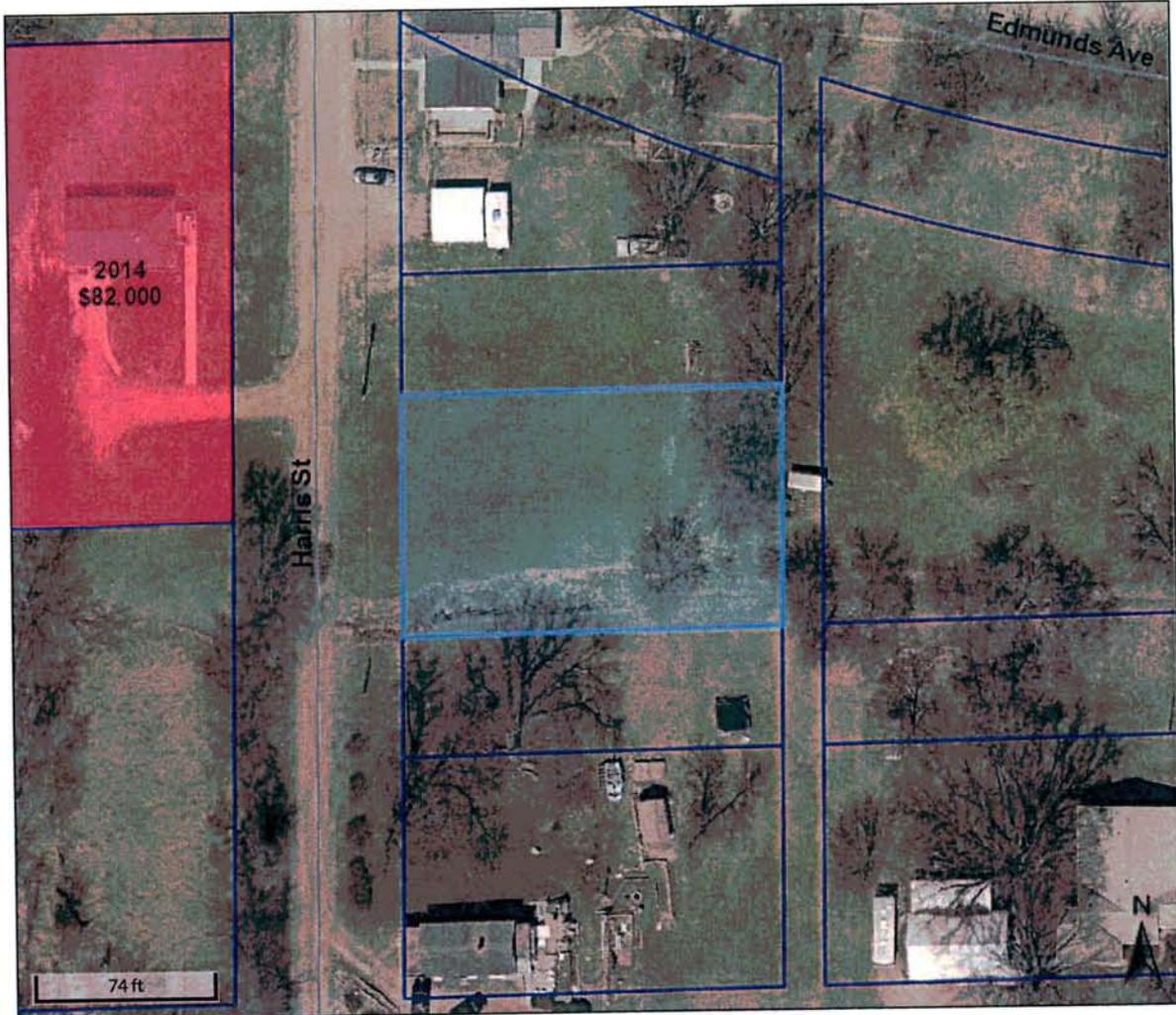
Inspection to: George Boykin Date: 5/7/14

Minimum Bid Set by Supervisor: \$150.00 plus cost of services \$135; Total: 285-

Date and Time Set for Auction: \_\_\_\_\_

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





Overview



Legend

- Roads
- Corp Boundaries
- Townships
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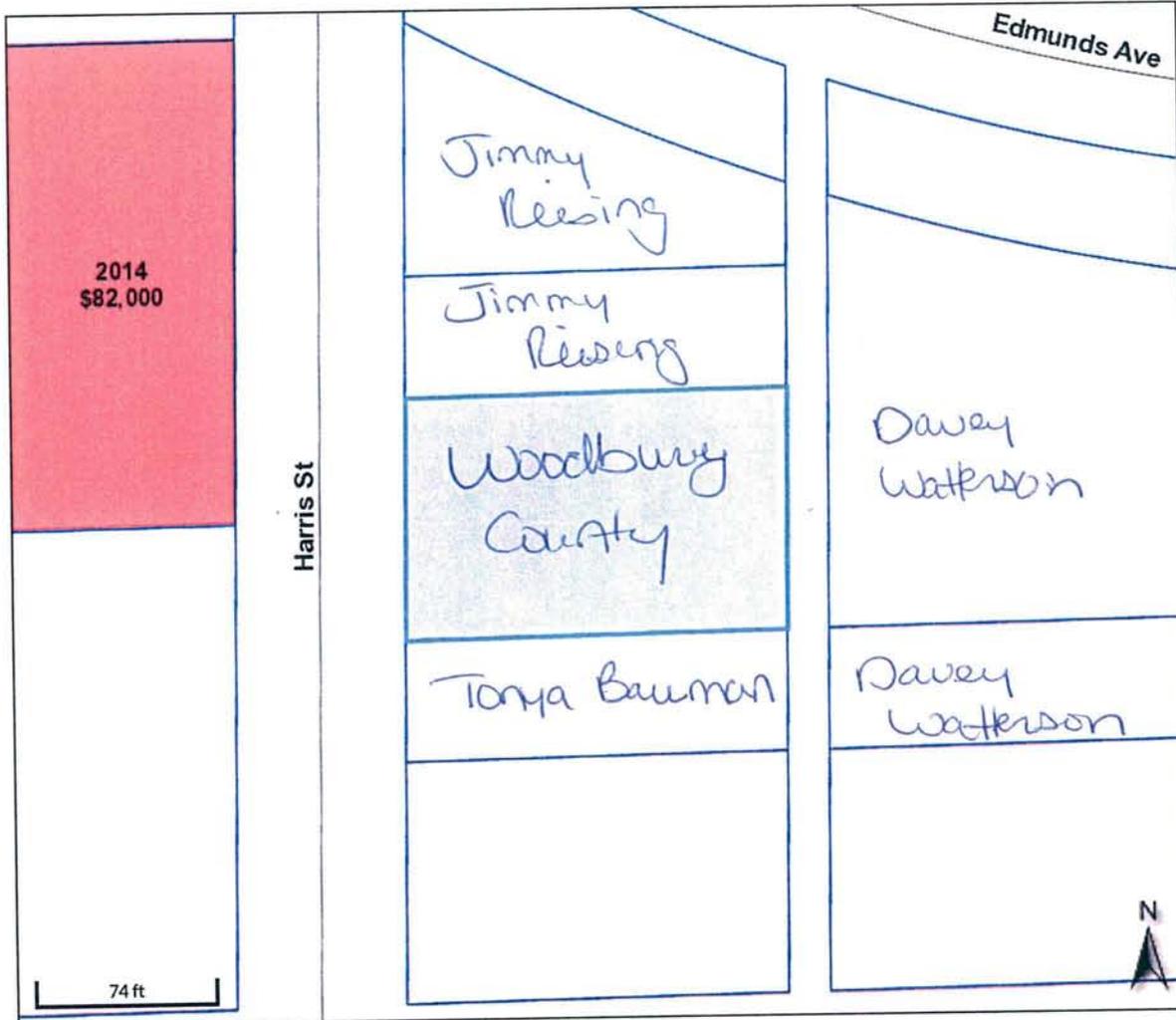
Parcel ID	894824481004	Alternate ID	228390	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	Class	R		WOODBURY COUNTY COURTHOUSE
Property Address	1508 HARRIS ST	Acreage	n/a		620 DOUGLAS ST
	SIOUX CITY				SIOUX CITY, IA 51101-0000
District	139 SC COMM LL HIGHLAND PARK - LL				
Brief Tax Description	HIGHLAND PARK				
	LOTS 10 & 11 BLK 7				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 8/4/2015  
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# Woodbury County, IA / Sioux City



### Overview



### Legend

- Roads
- ▣ Corp Boundaries
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- Residential Sales**
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Parcel ID 894824481004  
 Sec/Twp/Rng 0-0-0  
 Property Address 1508 HARRIS ST  
 SIOUX CITY

Alternate ID 228390  
 Class R  
 Acreage n/a

Owner Address WOODBURY COUNTY  
 WOODBURY COUNTY COURTHOUSE  
 620 DOUGLAS ST  
 SIOUX CITY, IA 51101-0000

District 139 SC COMM LL HIGHLAND PARK - LL  
 Brief Tax Description HIGHLAND PARK  
 LOTS 10 & 11 BLK 7

*(Note: Not to be used on legal documents)*

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 Last Data Upload: 8/4/2015 4:16:59 AM

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#7c

## RESOLUTION #

### NOTICE OF PROPERTY SALE

**Parcel #178875**

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

**Lot Two Garden View Addition, City of Sioux City, Woodbury County, Iowa  
(2820 W. 14<sup>th</sup> Street)**

**NOW THEREFORE,**

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

1. That a public hearing on the aforesaid proposal shall be held on the **15<sup>th</sup> Day of September, 2015 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **15<sup>th</sup> Day of September, 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 \$125.00** 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 1<sup>st</sup> Day of September, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

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

\_\_\_\_\_  
Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Isaac Curk Date: 3-19-14

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Address or approximate address/location of property interested in:

2820 W. 14<sup>th</sup> St.

894730102002

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

Legal Description:

Lot 2 Garden View Addition

Tax Sale #/Date: 2004-01397 Parcel # 178875

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

Current Assessed Value: Land \$5,800 Building — Total \$5,800

Approximate Delinquent Real Estate Taxes: \$3,860.00

Approximate Delinquent Special Assessment Taxes: \$2,959.00

\*Cost of Services: \$118

Inspection to: George Boykin / Mark Monson Date: \_\_\_\_\_

Minimum Bid Set by Supervisor: \_\_\_\_\_

\$700 - \$125 total

Date and Time Set for Auction: September 15<sup>th</sup> @ 4:35pm

September 15<sup>th</sup> @ 4:35pm

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



Overview



Legend

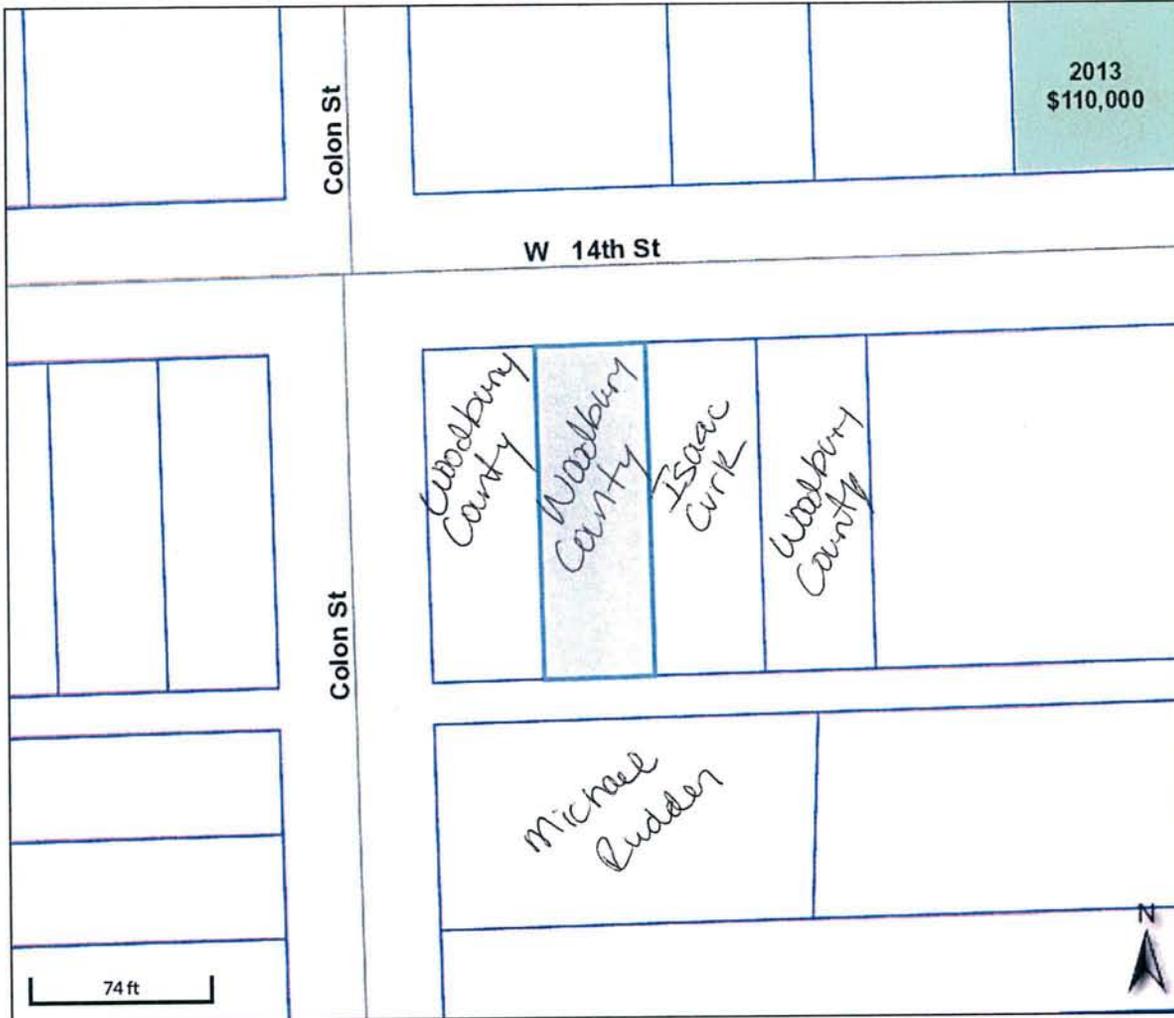
- Roads
- Corp Boundaries
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- Sections
- Residential Sales
  - 2013
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Parcel ID	894730102002	Alternate ID	178875	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	Class	R		WOODBURY COUNTY COURTHOUSE
Property Address	2820 W 14TH ST	Acreage	n/a		620 DOUGLAS ST
	SIOUX CITY				SIOUX CITY, IA 51101-0000
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	GARDEN VIEW				
	LOT 2				
	<i>(Note: Not to be used on legal documents)</i>				

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# Beacon™ Woodbury County, IA / Sioux City



## Overview



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Parcel ID	894730102002	Alternate ID	178875	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	Class	R		WOODBURY COUNTY COURTHOUSE
Property Address	2820 W 14TH ST	Acreage	n/a		620 DOUGLAS ST
	SIOUX CITY				SIOUX CITY, IA 51101-0000
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	GARDEN VIEW				
	LOT 2				
	(Note: Not to be used on legal documents)				

Date created: 8/26/2015  
 Last Data Upload: 8/26/2015 12:35:27 AM

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#7d

**RESOLUTION #**  
**NOTICE OF PROPERTY SALE**

**Parcel #781410**

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

**Except Bremer and White tracts of abandoned Railroad Right of Way in Section 4, Township 88, Range 42, Eastwood Rock, Woodbury County, Iowa (See legal description)**

**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 **15<sup>th</sup> Day of September, 2015 at 4:37 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **15<sup>th</sup> Day of September, 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 \$26.00** 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 1<sup>st</sup> Day of September, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

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

\_\_\_\_\_  
Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Pat Davis Date: 7/31/15

Address: 3640 Indian Hills Dr. ~~3640~~ # 231 Phone: 223-4540

Address or approximate address/location of property interested in:

N/A

GIS # 884204200002

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

\* Class: Commercial 2.09 acres  
Legal Description:

Except Bremer and White tracts of abandoned  
Railroad right of way in Section 4, Township 88  
Range 42 eastward 12th, Woodbury County, Iowa

Tax Sale #/Date: #364 6/15/87 Parcel # 781410

Tax Deeded to Woodbury County on: 8/9/91

Current Assessed Value: Land \$22,000- Building Ø Total \$22,000

Approximate Delinquent Real Estate Taxes: Ø

Approximate Delinquent Special Assessment Taxes: Ø

\*Cost of Services: \$25-

Inspection to: Mark Monson Date: 7/31/15

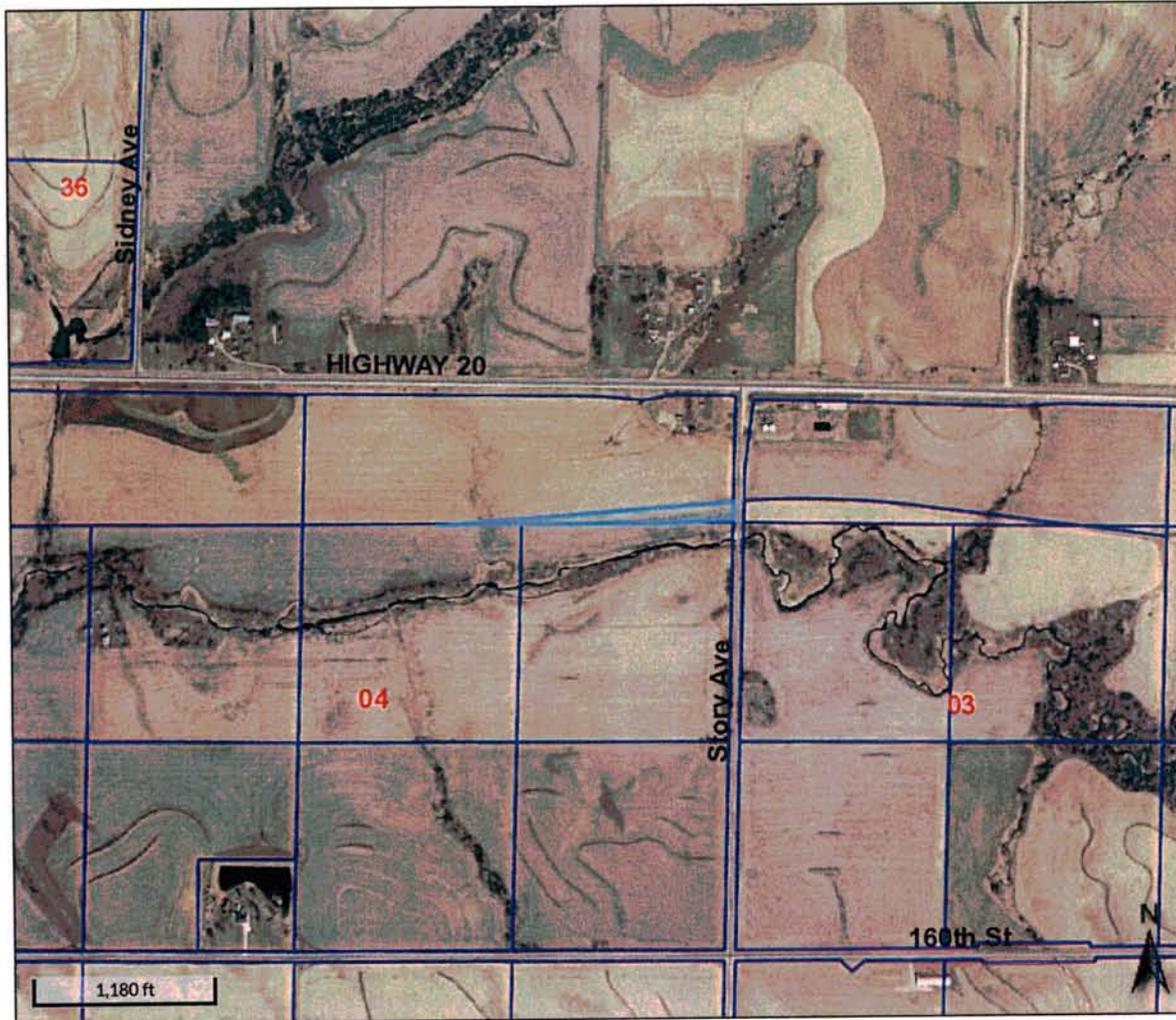
Minimum Bid Set by Supervisor: \$1.00 - Total: \$26-

Date and Time Set for Auction: September 15<sup>th</sup> - @ 4:37pm

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



# Woodbury County, IA / Sioux City



### Overview



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Parcel ID	884204200002	Alternate ID	000000000781410	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	4-88-42	Class	C		620 DOUGLAS ST
Property Address	ROCK	Acreage	n/a		SIOUX CITY, IA 51101-0000

District 017 ROCK RIVER VALLEY CO MM  
 Brief Tax Description ROCK TOWNSHIP  
 EX BREMER & WHITE TC  
 TS ABND RR R/W IN SE  
 C 4-88-42

(Note: Not to be used on legal documents)

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Overview



Legend

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Parcel ID 884204200002  
 Sec/Twp/Rng 4-88-42  
 Property Address ROCK

Alternate ID 000000000781410  
 Class C  
 Acreage n/a

Owner Address WOODBURY COUNTY  
 620 DOUGLAS ST  
 SIOUX CITY, IA 51101-0000

District 017 ROCK RIVER VALLEY CO MM  
 Brief Tax Description ROCK TOWNSHIP  
 EX BREMER & WHITE TC  
 TS ABND RR R/W IN SE  
 C 4-88-42

(Note: Not to be used on legal documents)

Date created: 7/31/2015  
 Last Data Upload: 7/31/2015 3:49:26 AM

Developed by  
 The Schneider Corporation

Woodbury County since 1991

was previously owned by Chicago & Northwestern Railway

#7e

RESOLUTION #

NOTICE OF PROPERTY SALE

Parcel #786375

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

**Tri. Comm. 228 ft North of N.E. Corner South ½ SW NE SW Anthon-Oto Comm. Kedron Section 34, Township 88 North, Range 43, West of the Fifth Principal Meridian  
(See legal description)**

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 **15<sup>th</sup> Day of September, 2015 at 4:39 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **15<sup>th</sup> Day of September, 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 \$17.00** 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 1<sup>st</sup> Day of September, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

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

\_\_\_\_\_  
Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Pat Davis Date: 7/31/15  
Address: 3640 Indian Hills Dr. # 231 Phone: 223-4540

Address or approximate address/location of property interested in:

N/A

# 884334300003

Class: Commercial <sup>\*This portion to be completed by Board Administration\*</sup> 2 acres

Legal Description:

Tri. Comm. 228 ft North of N.E. Corner South  
1/2 SW NE SW Anthon-Oto Comm. Keokuk  
Section 34, Township 88 North, Range 43  
West of the Fifth principal meridian

Tax Sale #/Date: # 10 12/3/63 Parcel # 786375

Tax Deeded to Woodbury County on: 2/24/65

Current Assessed Value: Land \$22,000 Building 0 Total \$22,000

Approximate Delinquent Real Estate Taxes: 0

Approximate Delinquent Special Assessment Taxes: 0

\*Cost of Services: \$7

Inspection to: Mark Monson Date: 7/31/15

Minimum Bid Set by Supervisor: \$10<sup>00</sup> - \$17<sup>00</sup> total

Date and Time Set for Auction: September 15<sup>th</sup> @ 4:39 pm

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



Overview



Legend

- Roads
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Parcel ID	884334300003	Alternate ID	000000000786375	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	34-88-43	Class	C		620 DOUGLAS ST
Property Address	KEDRON	Acreage	n/a		SIOUX CITY, IA 51101-0000

District 002 KEDRON ANTHON OTO COMM  
 Brief Tax Description KEDRON TOWNSHIP  
 TRI COMM 228 FT N OF  
 NE COR S 1/2 SW 34-  
 88-43 NE SW  
 (Note: Not to be used on legal documents)

Date created: 7/31/2015  
 Last Data Upload: 7/31/2015 3:49:26 AM



Overview



Legend

- Roads
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Parcel ID	884334300003	Alternate ID	000000000786375	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	34-88-43	Class	C		620 DOUGLAS ST
Property Address		Acreage	n/a		SIOUX CITY, IA 51101-0000
District	KEDRON				
Brief Tax Description	002 KEDRON ANTHON OTO COMM KEDRON TOWNSHIP TRI COMM 228 FT N OF NE COR S 1/2 SW 34- 88-43 NE SW				

(Note: Not to be used on legal documents)

Date created: 7/31/2015  
Last Data Upload: 7/31/2015 3:49:26 AM

Developed by  
The Schneider Corporation

*Woodbury County since 1965.*

WOODBURY COUNTY, IOWA

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

#7f

RESOLUTION APPROVING ABATEMENT OF TAXES

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

Parcel #884714300001

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

Parcel #884723100001

Woodbury Township NW NW 23-88-47

Parcel #884723100002

Woodbury Township SW NW 23-88-47

Parcel #884723100004

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

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

**WHEREAS**, the political subdivision, namely the Woodbury County, Iowa, is failing to immediately pay the taxes due; and

**WHEREAS**, the Board of Supervisors sees that good cause exists for the abatement of these taxes and any future taxes that may be levied against this parcel; and

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

**SO RESOLVED** this 1<sup>st</sup> day of September, 2015.

ATTEST:

WOODBURYCOUNTYBOARD OF SUPERVISORS

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

\_\_\_\_\_  
Mark A. Monson, Chairman

**WOODBURY COUNTY TREASURER****MICHAEL R CLAYTON**

620 DOUGLAS ST ROOM 102

SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-14-300-001

taxdept@woodburycountyia.gov

Receipt#

**10509****TOTAL TAX DUE:**

or

**SEPT 1, 2015****\$2,630.00****\$1,315.00**

DED 002784116

Delinquent OCT 1, 2015

WOODBURY COUNTY  
620 DOUGLAS ST  
SIOUX CITY IA 51101-0000

**WOODBURY COUNTY TREASURER****MICHAEL R CLAYTON**

620 DOUGLAS ST ROOM 102

SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-14-300-001

taxdept@woodburycountyia.gov

Receipt#

**10509****TAX DUE:****MARCH 1, 2016****\$1,315.00**

DED 002784116

Delinquent APRIL 1, 2016

WOODBURY COUNTY  
620 DOUGLAS ST  
SIOUX CITY IA 51101-0000

**PAY YOUR TAXES ONLINE AND CHECK YOUR TAX INFORMATION AT [www.woodburyia.com](http://www.woodburyia.com)**

039 00 039 WOODBURY SGT BLUFF LUTON COMM

039 00 039 WOODBURY SGT BLUFF LUTON COMM

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

SEE REVERSE SIDE FOR MORE INFORMATION - DISCOVER CARD FEES ON REVERSE SIDE HAVE CHANGED.

**Based on JANUARY 1, 2014 Valuations. Taxes FOR JULY 1, 2014 - JUNE 30, 2015, payable SEPTEMBER 2015 and MARCH 2016**

Parcel 8847-14-300-001 Location: WOODBURY

039 00 039 WOODBURY SGT BLUFF LUTON COMM

Sect 014 Twn 088 Rng 047 Gross Acres 74.50  
Exempt Acres .00  
Net Acres 74.50

Legal Description WOODBURY TOWNSHIP NW SW &amp; SW SW 14-88-47

**VALUATIONS AND TAXES THIS YEAR**

AG	Assessed	Taxable	LAST YEAR Assessed	Taxable
Land:	226,790	101,380	235,290	102,115
Buildings:				
Dwelling:				
<b>TOTAL VALUE:</b>	<b>226,790</b>	<b>101,380</b>	<b>235,290</b>	<b>102,115</b>

Less Military Exemption:

**NET TAXABLE VALUE:**

\$101,380 \$102,115

Value Times Levy per 1000 of: 26.9574400

26.2086700

EQUALS GROSS TAX OF:

2,732.95

2,676.30

Less Credits of:

Homestead Credit

Ag Land Credit

Family Farm Credit

Business Prop Tax Credit Fund

Low Income/Elderly Credit

Prepaid Tax

**NET ANNUAL TAXES:****\$2,630.00****\$2,588.00**

Delinquent Tax, Specials, Drainage, Tax Sale

002784116 00000000 00000000

WOODBURY COUNTY

620 DOUGLAS ST

SIOUX CITY IA 51101-0000

House Tax:

County EMS \$ 85,900.00

Taxing Authority:	Distribution of your current & prior year taxes			Total property taxes levied by taxing authority		
	%Total	Current	Prior	Current	Prior	Percent +/-
SGT BLUFF LUTON	52.576	1,382.75	1,252.74	5,195,028.00	4,960,465.00	4.728
COUNTY	39.466	1,037.96	1,127.25	27,280,551.00	28,333,075.00	3.714-
WOODBURY TWP	2.983	78.44	71.54	66,503.00	58,965.00	12.783
WEST IA TECH	2.868	75.43	76.99	5,574,186.00	5,538,559.00	.643
CO ASSESSOR	1.594	41.93	45.92	483,332.00	513,899.00	5.948-
CO EXTENSION	.501	13.17	13.23	442,611.00	436,719.00	1.349
STATE	.012	.32	.33	10,891.00	10,754.00	1.273

Online Payment Available at: [www.iowatreasurers.org](http://www.iowatreasurers.org)**TOTALS:** \$2,630.00 \$2,588.00**WOODBURY COUNTY TREASURER****MICHAEL R CLAYTON**

620 DOUGLAS ST ROOM 102

SIOUX CITY IA 51101 PHONE (712) 279-6495

taxdept@woodburycountyia.gov

Receipt#

**15/16 10-10509**

DUE SEPT 1, 2015

\$1,315.00

DUE MARCH 1, 2016

\$1,315.00

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

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

CHECK# \_\_\_\_\_

CHECK# \_\_\_\_\_

**WOODBURY COUNTY TREASURER****MICHAEL R CLAYTON**

620 DOUGLAS ST ROOM 102

SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-23-100-001

taxdept@woodburycountyia.gov

Receipt#  
**10804**

Deed WOODBURY COUNTY COUNTY HOME

**TOTAL TAX DUE:**OR **SEPT 1, 2015****\$1,192.00****\$596.00**

DED 002784974

Delinquent OCT 1, 2015

WOODBURY COUNTY FARM  
620 DOUGLAS ST  
SIOUX CITY IA 51101-0000**WOODBURY COUNTY TREASURER****MICHAEL R CLAYTON**

620 DOUGLAS ST ROOM 102

SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-23-100-001

taxdept@woodburycountyia.gov

Receipt#  
**10804**

Deed WOODBURY COUNTY COUNTY HOME

**TAX DUE:****MARCH 1, 2016****\$596.00**

DED 002784974

Delinquent APRIL 1, 2016

WOODBURY COUNTY FARM  
620 DOUGLAS ST  
SIOUX CITY IA 51101-0000**PAY YOUR TAXES ONLINE AND CHECK YOUR TAX INFORMATION AT [www.woodburyia.com](http://www.woodburyia.com)**

039 00 039 WOODBURY SGT BLUFF LUTON COMM

039 00 039 WOODBURY SGT BLUFF LUTON COMM

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

SEE REVERSE SIDE FOR MORE INFORMATION - DISCOVER CARD FEES ON REVERSE SIDE HAVE CHANGED.

**Based on JANUARY 1, 2014 Valuations. Taxes FOR JULY 1, 2014 - JUNE 30, 2015, payable SEPTEMBER 2015 and MARCH 2016**

Parcel 8847-23-100-001 Location: 1600 COUNTY HOME RD WOODBURY

039 00 039 WOODBURY SGT BLUFF LUTON COMM

Sect 023 Twn 088 Rng 047  
Gross Acres 23.99  
Exempt Acres .00  
Net Acres 23.99

Legal Description WOODBURY TOWNSHIP NW NW 23-88-47

**VALUATIONS AND TAXES THIS YEAR**

AG	Assessed	Taxable	LAST YEAR Assessed	Taxable
Land:	101,070	45,180	57,580	24,990
Buildings:				
Dwelling:				
<b>TOTAL VALUE:</b>	<b>101,070</b>	<b>45,180</b>	<b>57,580</b>	<b>24,990</b>

Less Military Exemption:

**NET TAXABLE VALUE:** \$45,180 \$24,990Value Times Levy per 1000 of: 26.9574400 26.2086700  
EQUALS GROSS TAX OF: 1,217.94 654.95  
002784974 00000000 00000000  
WOODBURY COUNTY COUNTY HOME

Less Credits of:

Homestead Credit  
Ag Land Credit 25.18- 21.43-  
Family Farm Credit  
Business Prop Tax Credit Fund  
Low Income/Elderly Credit  
Prepaid Tax620 DOUGLAS ST  
SIOUX CITY IA 51101-0000  
M WOODBURY COUNTY FARM  
a  
i 620 DOUGLAS ST  
l SIOUX CITY IA 51101-0000**NET ANNUAL TAXES: \$1,192.00 \$634.00**

House Tax: County EMS \$ 85,900.00

Taxing Authority:	%Total	Distribution of your current & prior year taxes		Total property taxes levied by taxing authority		
		Current	Prior	Current	Prior	Percent +/-
SGT BLUFF LUTON	52.576	626.71	306.89	5,195,028.00	4,960,465.00	4.728
COUNTY	39.465	470.42	276.16	27,280,551.00	28,333,075.00	3.714
WOODBURY TWP	2.982	35.55	17.52	66,503.00	58,965.00	12.783
WEST IA TECH	2.868	34.19	18.86	5,574,186.00	5,538,559.00	.643
CO ASSESSOR	1.595	19.01	11.25	483,332.00	513,899.00	5.948
CO EXTENSION	.501	5.97	3.24	442,611.00	436,719.00	1.349
STATE	.013	.15	.08	10,891.00	10,754.00	1.273

Online Payment Available at: [www.iowatreasurers.org](http://www.iowatreasurers.org)**TOTALS:** \$1,192.00 \$634.00**WOODBURY COUNTY TREASURER****MICHAEL R CLAYTON**620 DOUGLAS ST ROOM 102  
SIOUX CITY IA 51101 PHONE (712) 279-6495  
taxdept@woodburycountyia.govReceipt#  
**15/16 10-10804**

DUE SEPT 1, 2015 \$596.00

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

CHECK# \_\_\_\_\_

DUE MARCH 1, 2016 \$596.00

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

CHECK# \_\_\_\_\_

**WOODBURY COUNTY TREASURER****MICHAEL R CLAYTON**

620 DOUGLAS ST ROOM 102

SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-23-100-002

taxdept@woodburycountyia.gov

Receipt#  
**10805**

Deed WOODBURY COUNTY COUNTY HOME

**TOTAL TAX DUE:**

OR

**SEPT 1, 2015****\$886.00****\$443.00**

DED 002784974

Delinquent OCT 1, 2015

WOODBURY COUNTY FARM  
620 DOUGLAS ST  
SIOUX CITY IA 51101-0000**WOODBURY COUNTY TREASURER****MICHAEL R CLAYTON**

620 DOUGLAS ST ROOM 102

SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-23-100-002

taxdept@woodburycountyia.gov

Receipt#  
**10805**

Deed WOODBURY COUNTY COUNTY HOME

**TAX DUE:****MARCH 1, 2016****\$443.00**

DED 002784974

Delinquent APRIL 1, 2016

WOODBURY COUNTY FARM  
620 DOUGLAS ST  
SIOUX CITY IA 51101-0000**PAY YOUR TAXES ONLINE AND CHECK YOUR TAX INFORMATION AT [www.woodburyia.com](http://www.woodburyia.com)**

039 00 039 WOODBURY SGT BLUFF LUTON COMM

039 00 039 WOODBURY SGT BLUFF LUTON COMM

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

SEE REVERSE SIDE FOR MORE INFORMATION - DISCOVER CARD FEES ON REVERSE SIDE HAVE CHANGED.

**Based on JANUARY 1, 2014 Valuations. Taxes FOR JULY 1, 2014 - JUNE 30, 2015, payable SEPTEMBER 2015 and MARCH 2016**

Parcel 8847-23-100-002 Location: WOODBURY

039 00 039 WOODBURY SGT BLUFF LUTON COMM

Sect 023 Twn 088 Rng 047 Gross Acres 39.49  
Exempt Acres .00  
Net Acres 39.49

Legal Description WOODBURY TOWNSHIP SW NW 23-88-47

**VALUATIONS AND TAXES THIS YEAR**

AG	Assessed	Taxable	LAST YEAR Assessed	Taxable	TAXES DUE	Delinquent Tax, Specials, Drainage, Tax Sale
Land:	77,090	34,461	98,440	42,723		
Buildings:						
Dwelling:						
<b>TOTAL VALUE:</b>	<b>77,090</b>	<b>34,461</b>	<b>98,440</b>	<b>42,723</b>		
Less Military Exemption:						

**NET TAXABLE VALUE:** \$34,461 \$42,723Value Times Levy per 1000 of: 26.9574400 26.2086700  
EQUALS GROSS TAX OF: 928.98 1,119.71  
002784974 00000000 00000000  
WOODBURY COUNTY COUNTY HOME

Less Credits of:

Homestead Credit  
Ag Land Credit 43.05- 36.64-  
Family Farm Credit  
Business Prop Tax Credit Fund  
Low Income/Elderly Credit  
Prepaid Tax620 DOUGLAS ST  
SIOUX CITY IA 51101-0000  
M WOODBURY COUNTY FARM  
a  
i 620 DOUGLAS ST  
l SIOUX CITY IA 51101-0000**NET ANNUAL TAXES: \$886.00 \$1,084.00**

House Tax: County EMS \$ 85,900.00

Taxing Authority:	%Total	Distribution of your current & prior year taxes		Total property taxes levied by taxing authority		
		Current	Prior	Current	Prior	Percent +/-
SGT BLUFF LUTON	52.576	465.82	524.72	5,195,028.00	4,960,465.00	4.728
COUNTY	39.465	349.66	472.16	27,280,551.00	28,333,075.00	3.714-
WOODBURY TWP	2.983	26.43	29.96	66,503.00	58,965.00	12.783
WEST IA TECH	2.868	25.41	32.25	5,574,186.00	5,538,559.00	.643
CO ASSESSOR	1.595	14.13	19.23	483,332.00	513,899.00	5.948-
CO EXTENSION	.501	4.44	5.54	442,611.00	436,719.00	1.349
STATE	.012	.11	.14	10,891.00	10,754.00	1.273

Online Payment Available at: [www.iowatreasurers.org](http://www.iowatreasurers.org)**TOTALS:** \$886.00 \$1,084.00**WOODBURY COUNTY TREASURER****MICHAEL R CLAYTON**

620 DOUGLAS ST ROOM 102

SIOUX CITY IA 51101 PHONE (712) 279-6495

taxdept@woodburycountyia.gov

Receipt#

**15/16 10-10805**

DUE SEPT 1, 2015

\$443.00

DUE MARCH 1, 2016

\$443.00

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

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

CHECK# \_\_\_\_\_

CHECK# \_\_\_\_\_

**WOODBURY COUNTY TREASURER****MICHAEL R CLAYTON**

620 DOUGLAS ST ROOM 102

SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-23-100-004

taxdept@woodburycountyia.gov

Receipt#  
**10807**

Deed WOODBURY COUNTY COUNTY HOME

**TOTAL TAX DUE:**OR **SEPT 1, 2015****\$1,978.00****\$989.00**

DED 002784974

Delinquent OCT 1, 2015

WOODBURY COUNTY FARM  
620 DOUGLAS ST  
SIOUX CITY IA 51101-0000**WOODBURY COUNTY TREASURER****MICHAEL R CLAYTON**

620 DOUGLAS ST ROOM 102

SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-23-100-004

taxdept@woodburycountyia.gov

Receipt#  
**10807**

Deed WOODBURY COUNTY COUNTY HOME

**TAX DUE:****MARCH 1, 2016****\$989.00**

DED 002784974

Delinquent APRIL 1, 2016

WOODBURY COUNTY FARM  
620 DOUGLAS ST  
SIOUX CITY IA 51101-0000**PAY YOUR TAXES ONLINE AND CHECK YOUR TAX INFORMATION AT [www.woodburyia.com](http://www.woodburyia.com)**

039 00 039 WOODBURY SGT BLUFF LUTON COMM

039 00 039 WOODBURY SGT BLUFF LUTON COMM

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

SEE REVERSE SIDE FOR MORE INFORMATION - DISCOVER CARD FEES ON REVERSE SIDE HAVE CHANGED.

**Based on JANUARY 1, 2014 Valuations. Taxes FOR JULY 1, 2014 - JUNE 30, 2015, payable SEPTEMBER 2015 and MARCH 2016**

Parcel 8847-23-100-004 Location: WOODBURY

039 00 039 WOODBURY SGT BLUFF LUTON COMM

Sect 023 Twn 088 Rng 047 Exempt Acres .00  
Gross Acres 70.42  
Net Acres 70.42

Legal Description WOODBURY TOWNSHIP SW OF RD E 1/2 NW 23 -88-47

VALUATIONS AND TAXES THIS YEAR		LAST YEAR		TAXES DUE	Delinquent Tax, Specials, Drainage, Tax Sale
AG	Assessed	Taxable	Assessed	Taxable	
Land:	171,460	76,646	200,540	87,034	
Buildings:					
Dwelling:					
<b>TOTAL VALUE:</b>	171,460	76,646	200,540	87,034	
Less Military Exemption:					

**NET TAXABLE VALUE:** \$76,646 \$87,034Value Times Levy per 1000 of: 26.9574400 26.2086700  
EQUALS GROSS TAX OF: 2,066.18 2,281.05  
002784974 000000000 000000000  
WOODBURY COUNTY COUNTY HOME

Less Credits of:

Homestead Credit

Ag Land Credit

Family Farm Credit

Business Prop Tax Credit Fund

Low Income/Elderly Credit

Prepaid Tax

**NET ANNUAL TAXES: \$1,978.00 \$2,206.00**

House Tax:

County EMS \$ 85,900.00

Taxing Authority:	Distribution of your current & prior year taxes			Total property taxes levied by taxing authority		
	%Total	Current	Prior	Current	Prior	Percent +/-
SGT BLUFF LUTON	52.576	1,039.96	1,067.83	5,195,028.00	4,960,465.00	4.728
COUNTY	39.465	780.62	960.87	27,280,551.00	28,333,075.00	3.714
WOODBURY TWP	2.983	59.00	60.98	66,503.00	58,965.00	12.783
WEST IA TECH	2.868	56.73	65.62	5,574,186.00	5,538,559.00	.643
CO ASSESSOR	1.595	31.54	39.14	483,332.00	513,899.00	5.948
CO EXTENSION	.501	9.91	11.28	442,611.00	436,719.00	1.349
STATE	.012	.24	.28	10,891.00	10,754.00	1.273

Online Payment Available at: [www.iowatreasurers.org](http://www.iowatreasurers.org)**TOTALS:** \$1,978.00 \$2,206.00**WOODBURY COUNTY TREASURER****MICHAEL R CLAYTON**

620 DOUGLAS ST ROOM 102

SIOUX CITY IA 51101 PHONE (712) 279-6495

taxdept@woodburycountyia.gov

Receipt#

**15/16 10-10807**

DUE SEPT 1, 2015

\$989.00

DUE MARCH 1, 2016

\$989.00

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

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

CHECK# \_\_\_\_\_

CHECK# \_\_\_\_\_

#79

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

Date: August 28, 2015

Weekly Agenda Date: September 1, 2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Karen James, Admin. Coordinator

SUBJECT: County Farm

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**WORDING FOR AGENDA ITEM:** Notice to terminate farm tenancy

**EXECUTIVE SUMMARY:** On August 24, 2015, Tony Kohn called to see if the County was going to go out to bid since the term of the contract ends December 31, 2015. Reviewing the contract, the date on the contract said December 31, 2016. The contract also said the contract was for 3 crop years. Talked with Joshua Widman and after reviewing the contract he informed me that the intent was a 3 year term however, the language in the lease could be interpreted as 4 crop years. It would be the tenants decision if they wanted to continue to farm the land or terminate the lease. I called Mr. Kohn on August 25, 2015 and informed him what the assistant attorney had said. He was willing to re-negotiate the contract and not have the county go out to bid. Mr. Kohn was later told that his options are one more year at the current terms or he can terminate the lease. Mr. Kohn decided to terminate the lease. The attached letter to terminate farm tenancy was signed by Mr. Monson on August 26<sup>th</sup>. The notice needed to be sent out before September 1<sup>st</sup>.

**BACKGROUND:** In December, 2012, the county went out for bids. Bids were opened in January, 2013.

**FINANCIAL IMPACT:**

**RECOMMENDATION:**

**ACTION REQUIRED / PROPOSED MOTION:**

## NOTICE TO TERMINATE FARM TENANCY

TO: Tony and Kim Kohn  
4852 – 210<sup>th</sup> St.  
Cushing, IA 51018

You are hereby notified that your tenancy on the following described real estate situated in Woodbury County, Iowa, to-wit:

Northwest Quarter Southwest Quarter (NW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) and Southwest Quarter Southwest Quarter (SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ), Section Fourteen (14), Township Eighty-eight (88), Range Forty-seven (47); Southwest Quarter Northwest Quarter (SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) Section Twenty-three (23), Township Eighty-eight (88), range Forty-seven (47); Southwest of road East Half Northwest Quarter (E  $\frac{1}{2}$  NW  $\frac{1}{4}$ ) Section Twenty-three (23) Township Eighty-eight (88), range Forty-seven (47), Woodbury County, Iowa, contains approximately 200 acres and also the Northwest Quarter Northwest Quarter (NW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) Section Twenty-three (23), Township Eighty-eight (88), Range Forty-seven (47), Woodbury County, Iowa (approximately 40 acres total, however, excluding there from the County facility and grounds known as Prairie Hills); approximate 240 acres; of this 208.4 acres is being tilled; the rest is in roads, ditches, county facility, and sewage lagoon for county facility.

terminates and will expire on the 31st day of December 2015, in accordance with your existing lease, and that said lease will not be renewed.

You are further notified that the undersigned demands that you vacate, surrender and deliver possession of the premises on said date.

You will take notice and govern yourself accordingly.

Woodbury County, Iowa, Board of Supervisors  
Owner



Mark A. Monson, Chairman

So dated this 26<sup>th</sup> day of August, 2015.

#8a

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE**

Date: 8-27-15

Weekly Agenda Date: 9-01-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Memorandum of Personnel Transactions

**ACTION REQUIRED:**

Approve Ordinance       Approve Resolution       Approve Motion

Give Direction       Other: Informational       Attachments

**WORDING FOR AGENDA ITEM:** Approval of Memorandum of Personnel Transactions

**EXECUTIVE SUMMARY:**

**BACKGROUND:**

**FINANCIAL IMPACT:**

**RECOMMENDATION:**

**ACTION REQUIRED/PROPOSED MOTION:** Motion to Approve the Memorandum of Personnel Transactions



**WOODBURY COUNTY**  
**HUMAN RESOURCES DEPARTMENT**

**TO:** Board of Supervisors and the Taxpayers of Woodbury County  
**FROM:** Ed Gilliland, Human Resources Director  
Gloria Mollet, Human Resources Assistant Director  
*g mollet*  
**SUBJECT:** Memorandum of Personnel Transactions  
**DATE:** September 1, 2015

For the September 1, 2015 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) Juvenile Detention Youth Worker, from Part-time to Full-time.
- 2) County Sheriff Civil Clerk, from Grade 2/Step 1 to Grade 2/Step 2.
- 3) Asst. County Attorney, from Step 10 to Step 11.

Thank you

#8b

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R**

Date: 8-27-15

Weekly Agenda Date: 9-01-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Contract for NW Environmental for LEC Mitigation

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**WORDING FOR AGENDA ITEM:** Contract for Northwest Environmental for LEC Mitigation, Discussion and Action.

**EXECUTIVE SUMMARY:**

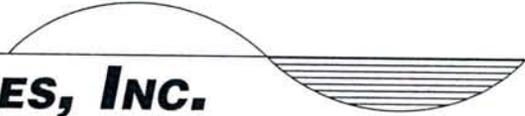
**BACKGROUND:**

**FINANCIAL IMPACT:**

**RECOMMENDATION:**

**ACTION REQUIRED/PROPOSED MOTION:** Motion to approve Contract for Northwest Environmental for LEC Mitigation.

# **NORTHWEST ENVIRONMENTAL SERVICES, INC.**



## CONTRACT FOR ENVIRONMENTAL SERVICES Prepared August 27, 2015

Project: Multi-Phase Extraction (MPE) System Installation  
Woodbury County LEC  
407 7<sup>th</sup> Street, Sioux City, Iowa  
LUST No. 9LTJ60, UST Registration No. 7910455

Client: Woodbury County  
Woodbury County Courthouse  
620 Douglas Street  
Sioux City, Iowa 51101

Consultant: Northwest Environmental Services.  
P.O. Box 401  
Alton, Iowa 51003

This contract is between Woodbury County (Client) and Northwest Environmental LLC (Consultant) dba Northwest Environmental Services. This contract will authorize Consultant to install a multi-phase extraction (MPE) system for the removal of petroleum contamination at the project site address referenced above. The cost itemization and total cost estimate is provided as Attachment A.

Consultant will not exceed the costs presented in Attachment A without written or verbal approval from Client. The general terms and conditions of this contract are provided as Attachment B. Please accept this contract by signing in the space provided below and returning this page to Consultant. This contract becomes effective with the signature of both parties. Signature page provided as next page.

Woodbury County

Northwest Environmental LLC

Signature: \_\_\_\_\_

Signature: 

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

Title: President

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

Date: 8-27-15

## Appendix A

### Itemized Total Cost Estimate for MPE Installation Woodbury County Law Enforcement Center LUST No. 9LTJ60, Reg. No. 7910455

#### Exterior Well Installation

Extraction well installation (two 4-inch wells in two trips) (O'Malley Drilling quote provided)			\$3,000
Contractor markup (15%)			\$450
Technician travel	2 trips	\$75/trip	\$150
Technician site time	8 hours	\$65/hour	\$520
Well log preparation	2 logs	\$45/log	\$90
Photoionization detector	2 days	\$100/days	<u>\$200</u>
		Subtotal	\$4,410

#### Interior Well Installation

Travel (three-man crew)	26 trips	\$325/trip	\$8,450
Concrete cores (8-inch) (Service Construction verbal quote)*			\$600
Contractor markup (15%)			\$90
Concrete remediation cover cutouts (Service Construction quote provided)*	3 cutouts	\$370/cutout	\$1,110
Contractor markup (15%)			\$220
Well installation (two-man crew)	117 hours	\$110/hour	\$12,870
Technician site time	117 hours	\$65/hour	\$7,605
Non-flexing auger equipment*	1 set	\$1,350/set	\$1,350
PID rental	13 days	\$100/day	\$1,300
Well screens (10 ft)	23 screens	\$35/screen	\$805
Well casings (10ft)	29 casings	\$25/casing	\$725
Sand filter pack (100#)	29 bags	\$16/bag	\$464
Bentonite chips (50#)	29 bags	\$14/bag	\$406
Bentonite granular (50#)	13 bags	\$17 <sup>50</sup> /bag	\$228
Reconditioned well covers (7 inch)	4 covers	\$40/cover	\$160
Well caps	4 caps	\$15/cap	\$60
Cleanup & soil disposal	26 hours	\$45/well	\$1,170
Misc. cleaning supplies & tools			\$195
Sealable soil containers*	8 containers	\$10/container	\$80
Truck for soil storage & disposal	4 weeks	\$120/wk	\$480
Truck mileage	360 miles	\$0.75/mile	<u>\$270</u>
		Subtotal	\$38,638

### Exterior Underground Piping Installation

Meeting with Architect	2 hours	\$65/hr	\$130
Travel	1 trip	\$175/trip	\$175
Traffic control signs and barricades (Dakota Traffic Services verbal quote)*			\$2,200
Contractor markup (15%)			\$330
Traffic meter bags (minimum charge per bag)	10 bags	\$60/bag	\$600
Contractor markup (15%)			\$90
Plywood sheets to cover grates*	4 sheets	\$25/sheet	\$100
Contractor markup (15%)			\$15
Saw cut, remove, and replace concrete (Witkowski Construction quote attached)*			\$16,326
Contractor markup (15%)			\$2,448
Excavation, pipe installation, backfill, & compact (4-man crew)	150/hours	\$260/hr	\$39,000
Travel (3-man crew)	15 trips	\$325/trip	\$4,875
Equipment rental (Carroll Supply verbal quote)*			\$5,355
Fuel for equipment*			\$500
Contractor markup (15%)			\$878
Concrete hammer drill*			\$145
Pipe & fittings (P&H quote provided)*			\$3,226
Contractor markup (15%)			\$484
Remediation covers (2 ft square)*	3 covers	\$425/cover	\$1,275
Reconditioned well covers (7 inch)	3 covers	\$40/cover	\$120
Misc. fittings & supplies*			\$175
Landscaping supplies*			\$540
Trucking materials*	6 hours	\$90/hour	\$270
Sand for pipe bedding	35 tons	\$10/ton	\$350
Soil disposal	25 cu yd	\$8/cu yd	\$200
			<hr/>
		Subtotal	\$79,517

### Electrical Service Installation

Electrical power delivery (MidAmerican quote provided)*			\$2,044
Contractor markup (15%)			\$306
Directional bore (Tri-State Underground quote provided)*			\$5,500
Contractor markup (15%)			\$825
Electrical service installation (Langel Electric verbal quote)*			\$8,000
Contractor markup (15%)			\$1,200
Technician site time	4 hours	\$65/hr	\$240
Travel	2 trips	\$175/trip	\$175
			<hr/>

Subtotal \$18,290

Interior Pipe Installation

Concrete cutouts for remediation cover (Service Construction quote provided)*	4 cutouts	\$370 cutout	\$1,480
Contractor markup (15%)			\$162
Pipe slot through exterior wall (Service Construction quote provided)*			\$460
Contractor markup (15%)			\$69
Concrete cores for monitoring wells (8 inch) (Service Construction verbal quote)*	3/cores	\$200/core	\$600
Contractor markup (15%)			\$90
Install interior piping (Foulk Brothers quote provided)*			\$10,925
Contractor markup (15%)			\$1,639
Insulate pipe above court files (Foulk Brothers quote provided)*			\$2,215
Contractor markup (15%)			\$332
Technician	4 hours	\$65/hr	\$260
Technician travel	2 trips	\$175/trip	\$350
Complete piping at extraction wellheads	24 hours	\$65/hr	\$1,560
Set remediation covers and patch concrete	12 hours	\$65/hr	\$780
Remediation covers (2 ft square)	4 covers	\$425/cover	\$1,700
Travel	4 trips	\$175/trip	\$700
Pipe and fitting (P&H quote provided)*			\$156
Contractor markup (15%)			\$23
Concrete, pipe channel, anchors, & unistraps	7 nests	\$25/nest	\$175
			<hr/>
		Subtotal	\$23,676

MPE Equipment

MPE equipment & transport (H2K Technology quote Appendix C)*			\$129,869
Contractor markup (15%)			\$19,480
Oxidizer Rental (assumes 6 month minimum) (H2K Technology quote Appendix C)*	6 months	\$4,500/month	\$27,000
Contractor markup (15%)			\$4,050
			<hr/>
		Subtotal	\$180,399

MPE Equipment Installation

Crane (includes 1 man rigger) (Siouxland Crane Service verbal quote)*	4 hours	\$260/hour	\$1,040
Contractor markup (15%)			\$156
Travel	1 trip	\$175/trips	\$175
Technician site time	4 hours	\$65/hour	\$240
Connect piping & panels (two-man crew)	6 hours	\$120/hr	\$720
Support materials and metal shins (lump sum)			\$30
Insulate & shroud piping (two-man crew)	4 hours	\$120/hr	\$480
Travel (two- man crew)	1 trip	\$250/trip	\$250
Vacuum hose & fittings			\$275
Pipe insulation at enclosure			\$65
Debris screen custom fabrication (estimated)*			\$145
Mobile welding service (estimated)*			\$210
Debris screen installation	3 hours	\$65/hour	\$195
Travel	1 trip	\$175/trip	\$175
Bumper post installation	4 posts	\$350/post	<u>\$1400</u>
		Subtotal	\$5,576
		Total installation cost	\$349,586

\* Invoice from vendor or subcontractor will be submitted with invoice from Northwest Environmental Services.

**Itemized First Month Startup Cost Estimate**  
**Woodbury County Law Enforcement Center**  
**LUST No. 9LTJ60, Reg. No. 7910455**

Tank (450 gallon)			\$475
Samples after air stripper (OA-1/BTEX)	5 samples	\$85/sample	\$425
Samples after carbon (OA-1/BTEX)	5 samples	\$85/sample	\$425
Travel	5 trips	\$175/trip	\$875
Site time	20 hours	\$65/hr	<u>\$1,300</u>
		Total	\$3,500

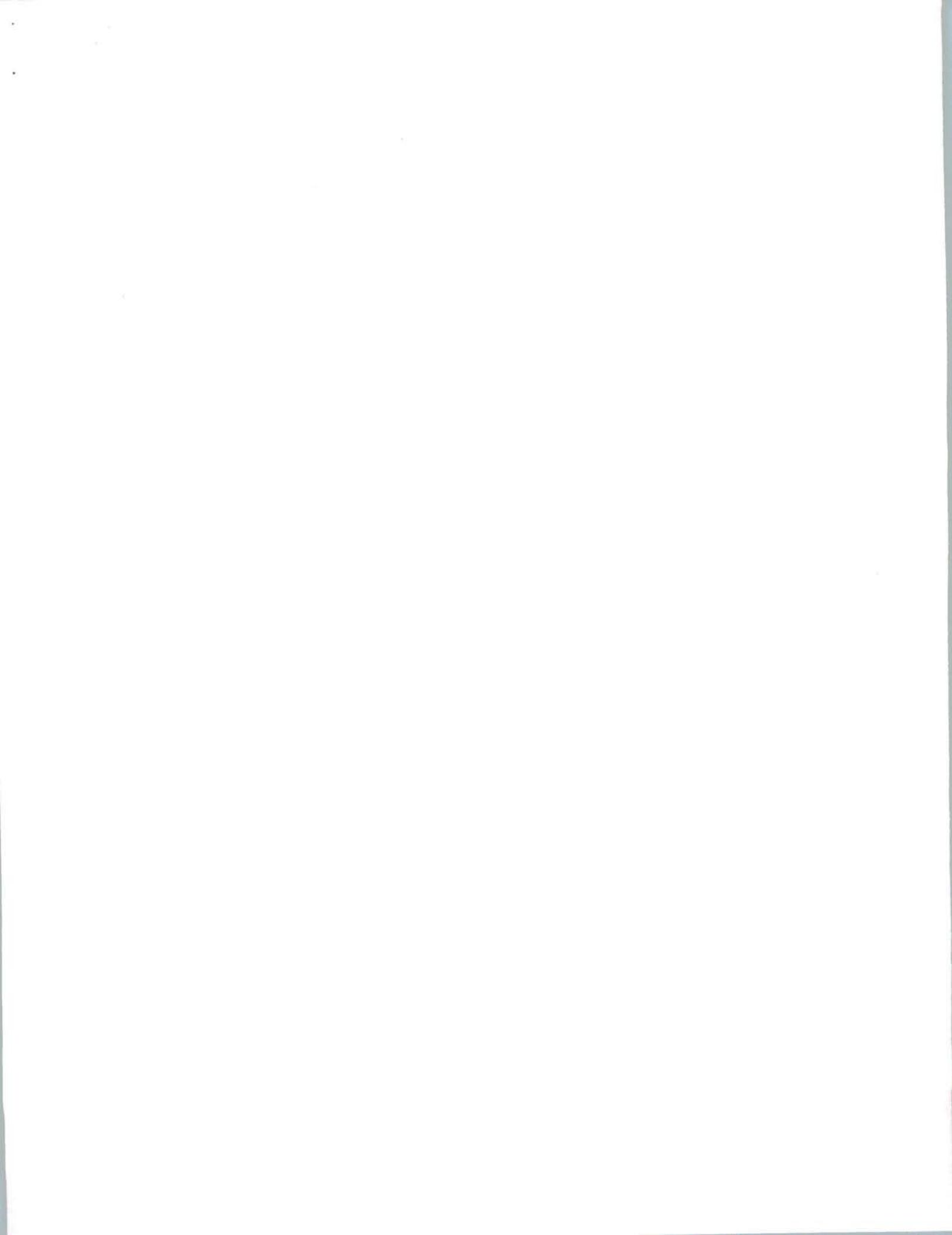
\*Cost is in addition to monthly O&M cost itemized in Appendix C3.

**Itemized Annual Cost Estimate for Operation Maintenance (O&M)\*  
Woodbury County Law Enforcement Center  
LUST No. 9LTJ60, Reg. No. 7910455**

Scheduled O&M

Travel	24/trips	\$175/ trip	\$4,200
Two scheduled trips per month.			
Site time	120 hours	\$65/hr	\$7,800
Average of 10 hrs of monitoring and maintenance per month.			
Effluent Sampling	12 samples	\$85/sample	\$1,020
One sample collected & analyzed for BTEX per month.			
Monthly Instrument Rental	12 months	\$95/month	\$1,140
Includes PID, interface, pH/temp and decibel meters.			
Quarterly groundwater monitoring	30 sample	\$85/sample	\$2,550
Seven to eight samples collected & analyzed for BTEX every three months			
Semi-annual Report Preparation	40 hours	\$65/hour	\$2,600
Two reports submitted annually			
Report Distribution	2 reports	\$35/report	\$70
Total			\$19,310

\*Estimate does not include electrical power cost.



## **ATTACHMENT B**

### **General Terms and Conditions of Contract**

#### Information Furnished by Client

- 1.1 Client represents that all information provided to Consultant are true and complete. Client will make available to Consultant all known and suspected information and documentation regarding the existing conditions which affect the work to be performed and will immediately transmit to Consultant any new information or documentation which becomes known or available.
- 1.2 Client will designate a representative to answer questions regarding site conditions and provide guidance at the job site. Consultant may request that the representative be present at the job site during Consultant's fieldwork. If the presence of the representative is required, Consultant will provide Client at least 48 hours prior notice.
- 1.3 Client will indemnify and hold Consultant harmless from and against all liabilities, claims, actions, damages, injuries, and costs arising out of or contributed by inaccurate or incomplete information or documentation furnished by Client or others acting on behalf of Client.

#### Evaluation of Real Property

- 2.1 Client will be responsible for the accuracy of the property lines and markers and be responsible for determining the location of subsurface facilities and utilities on Client's property or the job site.
- 2.2 Client will, at all times, provide for right-of-entry of Consultant's personnel and equipment necessary to complete the field work and be responsible for obtaining approvals, authorizations, and permits.
- 2.3 If Client is not the owner of the job site or other property where the fieldwork is performed, Consultant will assist Client in obtaining approval and authorizations to access properties and perform the work; however, ultimate responsibility for obtaining approvals, authorizations, and permits remains the responsibility of the Client.
- 2.4 While Consultant will take reasonable precautions to minimize damage to property, Client understands that in the normal course of work some damage may occur. Client shall repair any damage to Client's property or the job site at its own cost and expense.
- 2.5 If Consultant's fieldwork requires subsurface investigation conducted by non-manual equipment, Consultant will contact Iowa One Call to determine the location of public utilities.
- 2.6 If Client or Client's contractors perform subsurface investigation or excavation and Consultant's role is observational or advisory, Client or Client's contractors will contact Iowa One Call.
- 2.7 Evaluation or assessments of property under Risk Based Corrective Action (RBCA) rules requires source area sampling. Client will approve all source area sampling locations and will determine all approved locations are free of subsurface facilities or utilities.
- 2.8 While Consultant will take reasonable precautions to avoid damage or injury to subsurface facilities or utilities, Client agrees to indemnify and hold Consultant harmless from and against all liabilities, claims, actions, damages, injuries, and costs arising out of damage to subsurface facilities or utilities.

2.9 Client is responsible for informing Consultant of all known or suspected hazardous or potentially hazardous materials or conditions which are present at the job site or in samples submitted to Consultant. The cost of disposal of hazardous and nonhazardous materials including drilling cuttings is the responsibility of the Client.

Insurance

Consultant will maintain Commercial General Liability Insurance and Workers Compensation and Employers' Liability Insurance for the duration of the project. All workers not employed by a subcontractor and directly supervised and paid by the Consultant will be employees of the Consultant and covered by the Consultant's Worker Compensation Insurance. The Consultant will maintain certificates of insurance for all subcontractors. The limits of insurance that will be maintained by Consultant and its subcontractors are provided below:

Commercial General Liability Limits	
Each Occurrence	\$1,000,000
Damage to Rented Premises	\$300,000
Medical Expense (any one person)	\$10,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$1,000,000
Products - Com/Op Agg	\$1,000,000

Workers Compensation and Employers' Liability Limits	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

Payment Terms

- 3.1 Client agrees to pay invoices submitted by Consultant in full within 30 days from the date invoiced. Consultant will submit invoices at intervals, which it deems appropriate for the project or work performed, before the initiation of any work; otherwise the payment terms noted above will apply.
- 3.2 If the site is eligible for reimbursement from the Fund and arrangements for Consultant to wait for reimbursement have been approved by Consultant, Client agrees to pay invoices within 3 days of receiving reimbursement from the Fund.
- 3.3 Any invoice not paid within the payment terms noted above will be subject to a finance charge 1.5% per month (annual rate 18%). In the event Consultant institutes action to enforce its rights, or any provision of this contract, Client shall pay all costs and expenses incurred by Consultant as a result of the action, including reasonable attorney fees.
- 3.4 Consultant reserves the right to withhold any and all written reports until payment terms are satisfied. Failure of Clients to meet the payment terms will relieve Consultant of any responsibility of completing the work. Client will indemnify and hold Consultant harmless from and against all liabilities, claims, actions, damages, injuries, and costs arising out of Consultant's incomplete work due to Client's failure to satisfy the payment terms noted above.
- 3.5 If Client fails to satisfy payment terms noted above, it will return all documents, reports, and other work products upon demand and will not use these products for any purpose.

### Warranty and Indemnity

- 4.1 Consultant will perform services with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions in the township where the job site is located. Recommendations presented by Consultant are professional opinions arrived at in accordance with currently accepted practices at this time and location. No other warranty, express or implied, will be made.
- 4.2 Consultant will indemnify and hold Client harmless from and against all liabilities, claims, actions, damages, injuries, and costs arising out of Consultant's negligent acts, omissions, or willful misconduct pursuant to the performance of this contract.
- 4.3 Client will indemnify and hold Consultant harmless from and against all liabilities, claims, actions, damages, injuries, and costs, arising out of negligent acts, omissions, or willful misconduct of Client, its representative, agent, and employees.

### Miscellaneous

- 5.1 Client and Consultant agree their relationship and interpretation of this contract shall be governed by the laws of the State of Iowa. This contract contains the entire agreement between the Client and Consultant, supercedes all prior arrangements, and shall apply to their representatives and successors.
- 6.2 The terms and conditions of this contract can be amended or modified only in writing executed by both Client and Consultant. However, as a practical matter, the scope of service and cost estimate can be amended verbally between Client and Consultant if site-specific conditions require immediate changes in the fieldwork performed.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2015

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 COMMUNITY INSURANCE PO BOX 160 ALTON, IOWA 51003	CONTACT NAME: BRENDA R. RICHARDSON
	PHONE (A/C, No, Ext): 712-756-4083 FAX (A/C, No): 712-756-4090 E-MAIL ADDRESS: COMMUNITYINS@MIDLANDS.NET
INSURED  NORTHWEST ENVIRONMENTAL, LLC 1003 4TH AVE ALTON, IOWA 51003	INSURER(S) AFFORDING COVERAGE
	INSURER A: AUTO OWNERS INSURANCE COMPANY
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

**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	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			142307-39751023-15	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	141707-39066575	08/15/2015	08/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

WOODBURY COUNTY

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  
BRENDA R. RICHARDSON

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#9

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RECORD**

Date: 8/27/15

Weekly Agenda Date: 9/1/15

DEPARTMENT HEAD / CITIZEN: David Gleiser, Director of Rural Economic Development

SUBJECT: Regional Entrepreneurship Project

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**WORDING FOR AGENDA ITEM:** Regional Entrepreneurship Project – Woodbury, Plymouth & Monona Counties

**EXECUTIVE SUMMARY:** Woodbury County, along with Monona & Plymouth Counties are participating in a regional entrepreneurship project to increase Supportive Culture, Business and Technical Assistance, Capital and Networking for entrepreneurs in the 3 county region. The Regional Planning Team for this project has developed a strategic plan with specific objectives and tactics for organizations involved to implement and accomplish key-objectives within the plan. As the Economic Development Departments for Woodbury County and the City of Sioux City are part of the Regional Planning Team, each Department is seeking input, support and cooperation from their respective organizations for the adoption of the project's strategic plan. Upon approval of the strategic plan, each organization will be asked to sign the Adoption & Endorsement document.

**BACKGROUND:** The Regional Entrepreneurship Project between Woodbury, Plymouth & Monona Counties is funded by the U.S. Department of Commerce and its Economic Development Administration. The University of Northern Iowa – University Center was awarded this grant in 2014. This is a 3-year grant which allows UNI to provide technical assistance to the 3 county region for increased entrepreneurial development.

**FINANCIAL IMPACT:** \$0

**RECOMMENDATION:** Provide any feedback on the strategic plan as it is currently written, and authorize Chairman to sign the Adoption & Endorsement document.

**ACTION REQUIRED:** Authorize Chairman to sign the Adoption & Endorsement document.

*Approved by Board of Supervisors March 3, 2015.*



# Regional Entrepreneurship Project

Region III -  
Monona, Plymouth and Woodbury Counties

## Draft Strategic Plan

This report was prepared under an Economic Development Administration Investment Award from the Economic Development Administration of the U.S. Department of Commerce.

This publication was prepared by the University of Northern Iowa. The statement, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Commerce Economic Development Administration.



# Table of Contents

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## Overview:

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This Regional Entrepreneurship Project Strategic Plan was developed through four facilitated planning sessions tailored to the unique demographics, economic trends, service providers and entrepreneurship needs within Region III (Monona, Plymouth and Woodbury Counties of Iowa). Planning team members consisted of a wide variety of stakeholders including but not limited to entrepreneurs, economic development and chambers of commerce leadership, financial institutions, community colleges, private colleges, Regent universities and local elected officials.

The planning process built upon research conducted by the University of Northern Iowa's University Center (UC) team to assess the strengths, weaknesses, opportunities and threats related to entrepreneurship and the economy of the region, as well as the needs and existing success of entrepreneurship service providers. The research included a focus group of over twenty service providers, facilitated by the UC team, which examined how entrepreneurs were being served as well as areas for collaboration.

An educational session for regional stakeholders occurred in January 2015 (Sioux City, IA) to inform regional leaders of the Regional Entrepreneurship Project, share the research findings, equip attendees with information for sharing the case for entrepreneurship and review the demographic and psychographic profile of entrepreneurs within the region. The planning team then met in February (Onawa, IA), March (LeMars, IA) and April (Menville, IA) to develop a strategic plan around the key theme areas of supportive culture, business and technical assistance, capital and networking.

## **Supportive Culture:**

---

**Goal 1: Foster a mindset throughout the Region and opportunities which support local entrepreneurship as a common and highly regarded career path for residents of all ages and at all stages of life.**

**Strategic Objective 1.1:** Create a regional public relations campaign designed to raise awareness and interest in entrepreneurship as well as the appreciation for the importance of small business in the region.

**Timeline:** Launch by January 2016

**Suggested Lead Responsibility:** Iowa West Coast Initiative

**Suggested Support Responsibility:** chambers of commerce, economic development organizations, University of Northern Iowa – University Center

**Possible Strategies for Consideration:**

- ✓ Identify and network with regional organizations involved in entrepreneurship to generate regional understanding and buy-in to the plan
- ✓ Submit regular feature stories on the region's entrepreneurs
- ✓ Launch print materials campaign
- ✓ Encourage entrepreneur of the year awards within the region's economic development organizations and chambers of commerce
- ✓ Develop an entrepreneurs speakers bureau to present a positive message of supporting local entrepreneurship to area organizations and clubs

**Strategic Objective 1.2:** Assist public and private school districts throughout the region to initiate or expand entrepreneurship-related curriculum and training for students and teachers.

**Timeline:** December 2016

**Suggested Lead Responsibility:** Briar Cliff University, school districts

**Suggested Support Responsibility:** Western Iowa Tech Community College, Morningside College, Northwest AEA, chambers of commerce, economic development organizations

**Possible Strategies for Consideration:**

- ✓ Partner with the Jacobson Institute for Youth Entrepreneurship (JIYP) for entrepreneurship training for high school and middle school teachers, as well as community college educators within the region to increase understanding of entrepreneurship and the entrepreneurial process, utilize strategies for incorporating entrepreneurship into coursework using hands on learning techniques and incorporate methods for integrating technology related to entrepreneurship into classroom coursework.
- ✓ Celebrate and publicize student/youth entrepreneurship activities and accomplishments

**Strategic Objective 1.3:** Partner with public and private school districts and youth-related organizations in the region to offer entrepreneurship activities for youth outside of school.

**Timeline:** 2015-2016 School Year

**Suggested Lead Responsibility:** Briar Cliff University, school districts

**Suggested Support Responsibility:** Western Iowa Tech Community College, Morningside College, Northwest AEA, chambers of commerce, economic development organizations, Iowa State Extension

**Possible Strategies for Consideration:**

- ✓ Promotion of the Be the “e” in entrepreneurship program through the region’s 4H chapters
- ✓ Host Pitch It to Win It competitions in collaboration with the UI Jacobson Institute for Youth Entrepreneurship

**Strategic Objective 1.4:** Work with high schools, colleges, entrepreneurs and small businesses to increase the availability of internships, mentoring experiences and other interactive opportunities for students interested in entrepreneurship and owning their own business as a workforce, business succession and entrepreneurial development strategy.

**Timeline:** 2015-2016 School Year

**Suggested Lead Responsibility:** Briar Cliff University, Iowa West Coast Initiative, school districts

**Suggested Support Responsibility:** Western Iowa Tech Community College, Morningside College, Northwest AEA, chambers of commerce, economic development organizations

**Possible Strategies for Consideration:**

- ✓ Survey regional EDO's and chambers' members to determine interest in participating in mentor and internship programs
- ✓ Host informational events which challenge students and their parents to consider a career path which includes local entrepreneurship

**Strategic Objective 1.5:** Host entrepreneurial events throughout the region to encourage business growth, innovation, networking and collaboration among entrepreneurs and exposure to entrepreneurial events for community leaders.

**Timeline:** December 2015

**Suggested Lead Responsibility:** Iowa West Coast Initiative

**Suggested Support Responsibility:** SCORE, Start-Up Sioux City, Small Business Development Center, Siouxland Economic Development Corporation, UNI Center for Business Growth and Innovation

**Possible Strategies for Consideration:**

- ✓ Involve EDO and chamber board members to attend Entrepalooza events to build their awareness and understanding of the benefits and outcomes for this type of event
- ✓ Encourage, support and promote business idea competitions throughout the region and recruiting regional stakeholders from all counties to volunteer their time and expertise
- ✓ Expand regional participation in codingSUX to enhance skills and collaboration within the programming community.
- ✓ Promote Startup Weekends through stakeholders and service providers, recruiting participants from throughout the region
- ✓ Coordinate Launch Week activities throughout the region to inspire, motivate and promote collaboration between entrepreneurs and service providers.
- ✓ Increase community awareness of, and regional participation in, the Northwest Iowa Dream Big Grow Here competition

**Strategic Objective 1.6:** Continually raise local government officials', school district administrators' and community leaders' understanding and appreciation for entrepreneur needs and opportunities.

**Timeline:** Ongoing

**Suggested Lead Responsibility:** Iowa West Coast Initiative

**Suggested Support Responsibility:** StartUp Sioux City, economic development organizations, chambers of commerce, Sioux City Grow Organization

**Possible Strategies for Consideration:**

- ✓ Get them to attend events
- ✓ Encourage them to seek input from entrepreneurs to create dialog

**Goal 2: Expand the awareness, availability and accessibility of tools and infrastructure across the Region that entrepreneurs and service providers can utilize to start, grow and support businesses.**

**Strategic Objective 2.1:** Explore the feasibility of establishing facilities in the region accessible to individuals from throughout the region to spark innovation and research/development (i.e. Makers Space, commercial kitchen, co-working space, etc.).

**Timeline:** June 2016

**Suggested Lead Responsibility:** Iowa West Coast Initiative, Western Iowa Tech Community College

**Suggested Support Responsibility:** Startup Sioux City, Springboard Coworking, area businesses

**Possible Strategies for Consideration:**

- ✓ Coordinate tours of existing facilities and programs throughout the Midwest by regional leaders and potential funders
- ✓ Identifying the needs in the region for facilities and programming

**Strategic Objective 2.2:** Develop and maintain a regional website to assist entrepreneurs at all stages in identifying available resources to meet their needs and receiving referrals to appropriate service providers, and equip service providers and stakeholders with a tool to enhance service to entrepreneurs.

**Timeline:** September 2015

**Suggested Lead Responsibility:** Iowa West Coast Initiative, UI Partners

**Suggested Support Responsibility:** Start-up Sioux City, University of Northern Iowa – University Center, IASourceLink, SCORE

**Possible Strategies for Consideration:**

- ✓ Implement a case management system for client approved sharing of information between service providers
- ✓ Demonstrate the SCORE CRM system
- ✓ Get Iowa West Coast Initiative developers registered as SCORE volunteers to enable them to access the SCORE CRM
- ✓ Involve IASourceLink in planning efforts
- ✓ Customize IASourceLink to the region
- ✓ Embed IASourcelink-Business Concierge on all of the region's economic development websites
- ✓ Utilize Google Analytics to evaluate who is utilizing the site and how it is being used

**Strategic Objective 2.3:** Develop and implement marketing strategies to promote the regional website, resources and other tools available to entrepreneurs in the region.

**Timeline:** September 2015

**Suggested Lead Responsibility:** Iowa West Coast Initiative

**Suggested Support Responsibility:** Small Business Development Center, economic development organizations, chambers of commerce and University of Northern Iowa – University Center, IASourceLink, SCORE, UI Partners

**Possible Strategies for Consideration:**

- ✓ Conduct a roundtable discussion of service providers and early stage entrepreneurs to explore the opportunities, challenges and likely utilization of such a system
- ✓ Host an IASourceLink luncheon for entrepreneurs to provide an overview of resources and encourage usage

## **Business & Technical Assistance:**

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**Goal 3: Maintain, support and enhance an entrepreneur-focused system of service providers who collaborate to assist existing businesses, start-ups and prospective entrepreneurs throughout the Region.**

**Strategic Objective 3.1:** Develop an oversight committee to ensure that entrepreneur and service provider-focused systems and Regional Entrepreneurship Project strategic plan are sustained and continue to evolve to meet regional needs.

**Timeline:** September 2015

---

**Suggested Lead Responsibility:** Iowa West Coast Initiative

**Suggested Support Responsibility:** Regional service providers

**Possible Strategies for Consideration:**

- ✓ Meet with University of Northern Iowa – University Center quarterly to discuss strategic plan implementation

**Strategic Objective 3.2:** Establish a service provider group to meet quarterly to maintain and enhance coordination and collaboration for entrepreneur-focused technical assistance and training across the region.

**Timeline:** May/June 2015

**Suggested Lead Responsibility:** Monona County Economic Development and Iowa West Coast Initiative

**Suggested Support Responsibility:** Regional service providers

**Possible Strategies for Consideration:**

- ✓ Develop an annual calendar of service provider meetings with locations revolving among members
- ✓ Identify key themes for each meeting (e.g., Our Classes and Counseling; Helping Our Start-ups; Assisting Existing Businesses; Working Together for Business Succession
- ✓ Discuss potential overlaps of services and how to be more efficient

## **Networking:**

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**Goal 4: Create effective networking, mentoring and collaborative efforts among and between the Region's business owners/entrepreneurs, potential entrepreneurs, mentors, service providers and stakeholders.**

**Strategic Objective 4.1:** Hold regular networking events (e.g. First Friday Coffee) throughout the region designed to bring together business owners, entrepreneurs, mentors, service providers and stakeholders and provide value-added content.

**Timeline:** October 2015

**Suggested Lead Responsibility:** Startup Sioux City, Iowa West Coast Initiative

**Suggested Support Responsibility:** Small Business Development Center, economic development organizations and chambers of commerce

**Possible Strategies for Consideration:**

- ✓ Recruit entrepreneurs from across the region to present their business ideas/issues
- ✓ Identify host locations for networking events that help to engage entrepreneurs, e.g. coffee shops, ice cream parlors, micro-brewery

**Strategic Objective 4.2:** Create networking events and opportunities targeting entrepreneurs and potential entrepreneurs in specific industries and professions (e.g., software engineers, retailers, at home businesses) where there is high demand and interest.

**Timeline:** April 2016

**Suggested Lead Responsibility:** Start-up Sioux City, Iowa West Coast Initiative

**Suggested Support Responsibility:** Small Business Development Center, economic development organizations and chambers of commerce, Technology Association of Iowa

**Possible Strategies for Consideration:**

- ✓ Identify members of professional or trade groups within the region that could be personally invited to attend events such as Biz Brew to co-mingle with entrepreneurs and these members to encourage collaboration and entrepreneurial thinking
- ✓ Define needs and interests of targeted entrepreneurs' groups
- ✓ Hold Biz Brew events in LeMars and Onawa in addition to Sioux City to network the region's entrepreneurs, as well as connect the region's educators, employers and college students to the entrepreneurial community as a secondary benefit

**Strategic Objective 4.3:** Promote and expand existing programming to reach targeted audiences of entrepreneurs and potential entrepreneurs (youth, women-owned, minority-owned, rural, home-based, etc.) to meet their needs and draw them into the regional entrepreneurship system.

**Timeline:** April 2018

**Suggested Lead Responsibility:** Start-up Sioux City, Small Business Development Center

**Suggested Support Responsibility:** Economic development organizations, chambers of commerce, Iowa Center for Economic Success (Formerly ISED), Briar Cliff University, Iowa West Coast Initiative

**Possible Strategies for Consideration:**

- ✓ Work with service providers who are working with these audiences to expand the programming
- ✓ Connect with targeted communities/minority groups

**Strategic Objective 4.4:** Develop strategies to increase the number of existing entrepreneurs in the region serving as mentors to potential and new entrepreneurs.

**Timeline:** July 2015

**Suggested Lead Responsibility:** SCORE

**Suggested Support Responsibility:** Economic development organizations, chambers of commerce, Start-up Sioux City

**Possible Strategies for Consideration:**

- ✓ "Sweat Equity Saturday" events to connect entrepreneurs
- ✓ Encourage business owners to utilize a "business health" check-up to assess financial health
- ✓ Equip mentors with strategies for identifying and referring businesses with financial issues to help

**Strategic Objective 4.5:** Develop and maintain a comprehensive regional contact list to promote events, training and other appropriate activities.

**Timeline:** April 2016

**Suggested Lead Responsibility:** Iowa West Coast Initiative, Start-up Sioux City

**Suggested Support Responsibility:** Economic development organizations, chambers of commerce, IASourceLink

**Possible Strategies for Consideration:**

- ✓ Maintain the contact list on the Regional Entrepreneurship Project website and/or on the sites of the Iowa West Coast Initiative members

**Capital:**

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**Goal 5: Ensure there is a widely-known and promoted portfolio of Regional funding resources accessible to businesses at each stage of growth and a clear and comprehensive process to apply for such funding.**

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**Strategic Objective 5.1:** Develop and maintain an inventory list of available capital opportunities for entrepreneurs in the region.

**Timeline:** October 2015

**Suggested Lead Responsibility:** Small Business Development Center, Start-up Sioux City, Iowa West Coast Initiatives

**Suggested Support Responsibility:** Economic development organizations, chambers of commerce, University of Northern Iowa – University Center, UI Partners

**Possible Strategies for Consideration:**

- ✓ Assist the region's entrepreneurs in exploring crowdfunding as a funding resource by helping them evaluate proposals, consider platform options and promote campaigns

**Strategic Objective 5.2:** Raise entrepreneurs' knowledge of how to fund a business and the capital sources available within the region by hosting regularly scheduled workshops.

**Timeline:** Ongoing

**Suggested Lead Responsibility:** Small Business Development Center, SCORE

**Suggested Support Responsibility:** Economic development organizations, chambers of commerce

**Possible Strategies for Consideration:**

- ✓ Develop a semi-annual calendar of funding/financial workshops
- ✓ Promote funding/financial workshops via regional bankers, attorneys, accountants and service providers
- ✓ Develop a "financing summit" at which the entrepreneur and lending communities come together to learn about and discuss traditional and emerging funding issues

**Strategic Objective 5.3:** Establish and promote a regional Siouxland Angel Network.

**Timeline:** December 2015

**Suggested Lead Responsibility:** The Siouxland Initiative, Darin Daby

**Suggested Support Responsibility:** Start-up Sioux City, Economic development organizations, Iowa West Coast Initiative

**Possible Strategies for Consideration:**

- ✓ Hold an informational meeting for regional service providers as an introduction to the new network and to discuss referrals, practices and procedures
- ✓ Promote regional success stories via the Iowa West Coast Initiative to encourage prospective investors to consider investing in area businesses

## Planning Team

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The following individuals serve on the Region III Regional Entrepreneurship Project Planning Team:

Aaron Stangel  
Bill Brown  
Brad Hanson  
Craig Engelke  
Darin Daby  
David Gleiser  
Dean LaFrenz  
Diane Daby  
Diane Hargens  
Dwight Lang  
Judy Thompson  
Ken Beekley  
Lindsey Buchheit  
Mark Reinig  
Neal Adler  
Renaë Billings  
Richard Zietlow  
Ryan Martinez  
Sam Wagner  
Steve Warnstadt  
Teresa Miller  
Todd Rausch  
Tom Eakin  
Tori Jackson  
Marty Dougherty



**Region III Entrepreneurial Development Plan  
Adoption/Endorsement Presentations Master List**

<b>Organization</b>	<b>Presenter</b>	<b>Support Person</b>
Briar Cliff University	Ken Beekley	Judy Thompson
City of Sioux City – Economic Development	David Gleiser	Marty Dougherty
ISED Ventures	Todd Rausch	Ken Beekley
ISU Extension	Todd Rausch	Mark Reinig
LeMars Area Chamber of Commerce/LBIC	Bill Brown/Todd Rausch	Neal Adler
Monona County Economic Development	Dwight Lange	Teresa Miller
Morningside College - Secondary	Ken Beekley	Judy Thompson
Northwest AEA - Secondary	Iowa West Coat Initiative Leadership	Iowa West Coat Initiative Leadership
Regional K-12 School Districts	Judy Thomspson	Tom Eakin
Rural Chambers of Commerce or EDC's - Secondary	Iowa West Coat Initiative Leadership	Iowa West Coat Initiative Leadership
SBDC- WITCC	Darin Daby	Stephanie Weise
SCORE	Darin Daby	Tom Eakin
SIMPCO	Teresa Miller	Michelle Bostinelos/ Dwight Lange
Siouxland Economic Development Corporation	Judy Thompson/ Renae Billings	Ken Beekley
Siouxland Initiative - Secondary	Teresa Miller	Sam Wagner
Springboard Cowork - Secondary	Darin Daby	Diane Daby
Start-Up Sioux City	Sam Wagner	Renae Billings
USDA	Todd Rausch	Neal Adler
Western Iowa Power Cooperative	David Gleiser	Stephanie Weise

WITCC	Judy Thompson	Diane Daby
Woodbury County Rural Development	Marty Dougherty/ Renae Billings	David Gleiser



## Regional Entrepreneurship Project Monona, Plymouth & Woodbury Counties

Our organization is pleased to endorse the Region III Regional Entrepreneurship Plan 2015 with the hope that together we will increase the supportive culture for entrepreneurs, the business and technical assistance provided to entrepreneurs, the networking opportunities created for entrepreneurs and the capital resources offered to entrepreneurs.

We pledge our support, cooperation and collaboration toward this end.

We have adopted the specific objective(s) in the Region III Regional Entrepreneurship Plan 2015 for which we are identified as the lead entity.

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Organization

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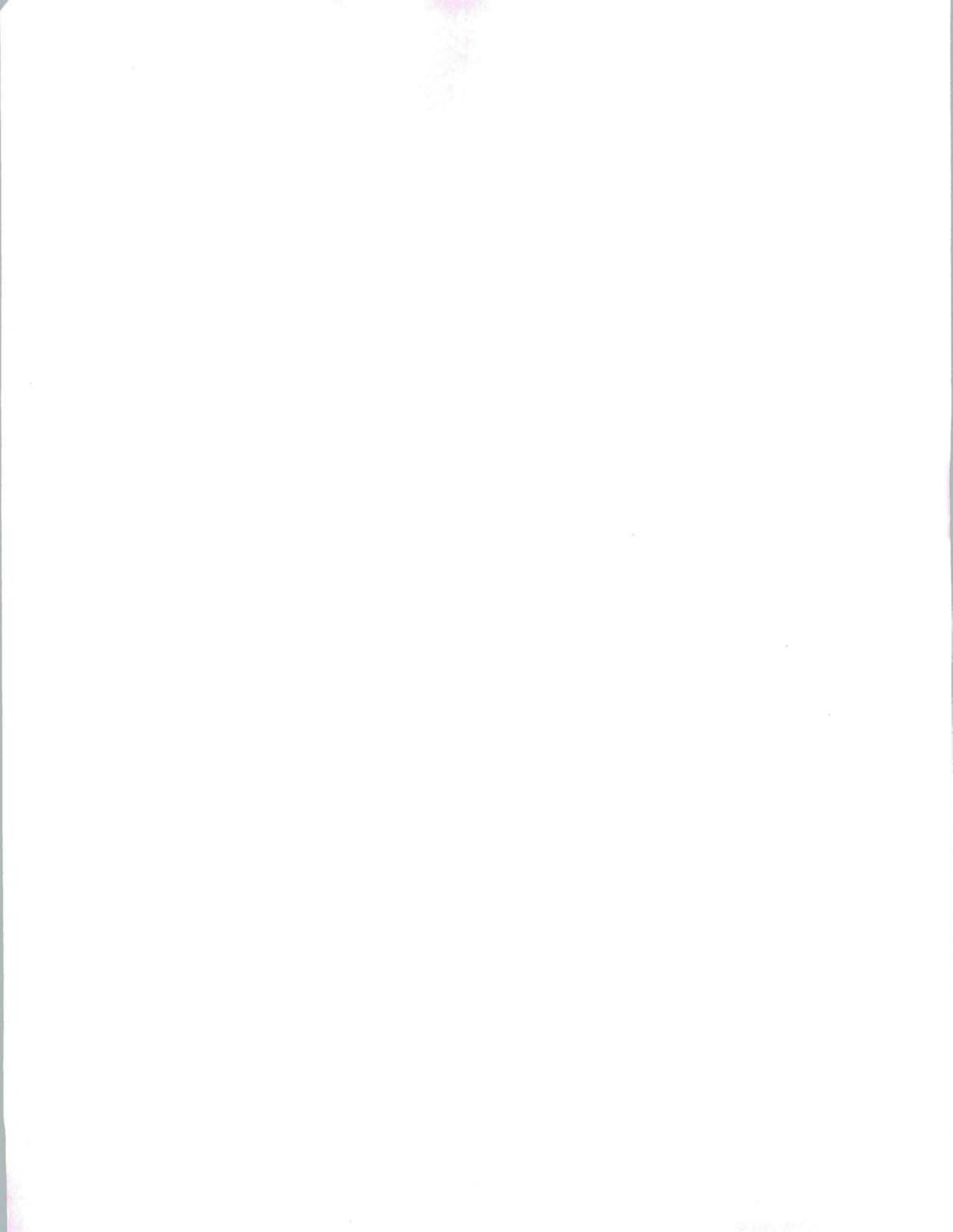
Signature

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Date

On behalf of the Regional Planning Team, we sincerely appreciate your organization's leadership in achieving specific objectives included in the Regional Entrepreneurship Plan.





#10a

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) F**

Date: August 26, 2015

Weekly Agenda Date: Sept. 1st, 2015

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

SUBJECT: Eagles Building

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**WORDING FOR AGENDA ITEM:** Building Services Department- Eagles Building Occupancy

**EXECUTIVE SUMMARY:** Building Services would like to move operations from the Courthouse to the Eagles Building.

**BACKGROUND:** Improved space utilizations

**FINANCIAL IMPACT:** \$4,770.00

**RECOMMENDATION:** Move Building Services Operations as time permits.

**ACTION REQUIRED / PROPOSED MOTION:** Building Superintendant would move that Board approve Nebcon fiber installation & moving of existing Building Services Operations to old Eagles Building as time permits.

*Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.*

## EAGLES BUILDING

In an effort to improve several County efficiencies Building Services would like to move all current Department operations to the Eagles Club. This move offers several opportunities.

1. It would allow the department to provide daily services from an enhanced central point. Currently operations to our highest volume work sources are outside the Courthouse. The centralized location would shorten this travel time. It would improve the necessity of going through Security screening by our employees multiple times per day per employee at the Courthouse.
2. Larger space at the Eagles would allow Building Services to increase its maintenance repair shop area which is now very small.
3. Courthouse space is currently limited. Building Services areas could be re-utilized and open up opportunity for future endeavors as needed.

Associated impact costs would be minor. The largest of those would be the installation of a fiber optic connection for telephone & computer data service.

If the fiber connection could be completed in conjunction with the LEC mitigation project the cost to Building Services would be \$2,770.00. If the fiber was not conducted during the mitigation project the move may not be cost effective.

Renovation & painting could be completed with current staff. Initial "move-in" material costs would be limited & would not exceed \$2000.00. These costs could be re-allocated from other current year CIP funding.



**Aerial & Underground  
Fiber Optic Network  
Construction & Splicing  
Geothermal Services**

**ESTIMATE**

Invoice No: P1699  
Date: 8/25/2015  
Due Date: 9/24/2015

**Bill To:**

City of Sioux City  
1615 1st Ave S.  
Sioux City IA 68776

Job No: 110600815  
Description: County Offices  
PO #:

Quantity	Description	Unit Price	Extended Price
110.00	Directional Bore- Downtown	12.00	1,320.00
2.00	Core Drill & Vac	450.00	900.00
1.00	Penetrate Building	550.00	550.00

**This is an Estimate only. Final charges may be subject to change.  
Thank You For Your Business!**

**Amount: 2,770.00**

**Tax: 0.00**

Terms: Net 30 Days

**Amount Due: 2,770.00**

#106

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE**

Date: August 24, 2015

Weekly Agenda Date: Sept. 1st, 2015

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

SUBJECT: LED Lighting Retrofit

**ACTION REQUIRED:**

Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input checked="" type="checkbox"/>

**WORDING FOR AGENDA ITEM:** Implementation of LED lighting to become first all LED County in the State

**EXECUTIVE SUMMARY:** Implementation of LED, currently rebates through Mid-American are incentivizing LED fixtures (bulbs, ballasts) from 75-90% (and even in some cases potentially 100% of fixture cost). However, these rebates will be revised as of January of 2016. During the last 7 weeks, The Baker Group has diligently studied our buildings down to the single bulb count after being authorized to do so by the Board of Supervisors. Typically, LED bulbs have more than a 15 year replacement life, and this project has a 2.78 year payback and will result in reduced electrical bills.

**BACKGROUND:** For our 455,690 square ft., The Baker Group initially estimated \$1.1-\$1.5 million and stated they would charge below their normal 17% that the State of Iowa Master Contract allows them to charge and be reduced to 10% of total project given the nature of the project. In telephone conversations with Joshua Widman, Dennis Butler, and Dave Jorgensen, our Asst. County Attorney advised that we must retain an engineer as the total cost exceeds \$130,000. Mr. Jorgensen believes that in interviewing architects and engineers, we can find a reduced percentage rate because we do not need detailed blueprints but rather "schedules" of lighting. This was estimated to add 5% to cost but is coming in at roughly \$40,000. Utilizing an engineer or architect may also be helpful in maintaining the historic preservation of the courthouse. However, we can break these projects into separate projects for bidding purposes of contractors while buying in bulk quantities, which is advantageous to the county. Furthermore, having separate projects allows us to stay under our bonding threshold. (Both contracts are attached: Exhibit A/B).

The goal would be three-fold: first, we would realize rebate potentials of 55% of total project cost. Second, the life of these bulbs (+15 years) would mean that we might have otherwise done 2 or 3 replacements of less efficient bulbs and incurred greater cost by not doing such a project, especially when rebates are as aggressive as they are before the January 1, 2016 revision. (See attached document on why it still makes sense to do retrofits that have a greater than 10-year payback: Exhibit C). Third, the reduced electrical bills alone most likely have a payback so great that after rebates we may be looking at a time in 2.78 years when the after-rebate cost on initial investment is exceeded by the savings. This is great for taxpayers, the environment, and the light quality of all county facilities with dimmable LEDs that generate less heat. Potentially, 5 years from now, the county will have spent less money in totally implementing this forward-planning project with reduced energy consumption rather than having paid the higher electrical bills with outdated technology.

**FINANCIAL IMPACT:** \$893,359.64

**RECOMMENDATION:** The Board approve both contracts for West Plains Engineering and The Baker Group and move ahead with retrofitting every interior light with LEDs with the exception of exterior pole lights, Prairie Hills, and furthermore utilize Building Services labor for the replacement of incandescent bulbs at the recommendation of the Building Superintendent.

**ACTION REQUIRED / PROPOSED MOTION:** I move that the Board approve both the contract with West Plains Engineering and The Baker Group.

*Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.*

DRAFT AIA® Document C132™ - 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 25th day of August in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Construction Manager:
(Name, legal status, address and other information)

Baker Group
1224 Hubbell
Des Moines, IA 50317

for the following Project:
(Name, location and detailed description)

Woodbury County Lighting Retrofit
Sioux City, IA

The Architect/Professional Engineer is:
(Name, legal status, address and other information)

West Plains Engineering
4609 S. Treblink Circle
Sioux Falls, SD 57106

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
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- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

~~The Owner's Program shall be a joint effort of Baker Group's Facility Improvement Master Plan and West Plains Engineering as the Design Team.~~

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§ 1.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports, site, boundary and topographic surveys, traffic and utility studies, availability of public and private utilities and services, legal description of the site, etc.)*

~~Convert all lighting in buildings to be selected by the Woodbury County Board of Supervisors to LED Lights!~~

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

*(Provide total and, if known, a line item breakdown.)*

~~Not to Exceed One Million Two Hundred Thousand Dollars (\$1,200,000) or as determined by the School Board/Board of Supervisors on final project selection.~~

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

- .1 Design phase milestone dates, if any:

~~Design phase to be completed by~~ \_\_\_\_\_ ~~October 1, 2015 with Public Bid~~  
~~dates set for prior to November 1, 2015~~

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2 Commencement of construction:

~~Construction to commence upon approval and execution of the A132 Agreement between the Contractor and the Owner, and upon a time as deemed appropriate by the School District in order to maintain the learning environment. After the last day for school for the \_\_\_\_\_ school year, the entire campus will be available for construction~~ and as approved by Woodbury County Board of Supervisors to achieve MidAmerican rebates.

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3 Substantial Completion date or milestone dates: ~~Deliver and Purchase of all Products and Equipment by Dec 15, 2015 and full installation in all buildings selected by all Contractors by May 15, 2016 or before as need to comply with MidAmerican Rebate criteria~~

~~\_\_\_\_\_ before the first day of classes for the \_\_\_\_\_ school year, as determined by the Clayton Ridge Community School District~~

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4 Other:

~~Final Completion of work shall occur before the end of the month after school commences before June 1, 2016 or 6 months after construction contracts are signed, whichever is earliest~~

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§ 1.1.5 The Owner intends the following procurement method for the Project:  
*(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)*

~~Competitive bid~~

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:  
*(List number and type of bid procurement packages.)*

~~The Owner intends to issue separate contracts for the following scopes of work:  
Mechanical  
Electrical Contractors  
Building Automation  
General Construction Electrical Suppliers~~

§ 1.1.7 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

§ 1.1.7.1 The Work will be performed in ~~an~~ actively occupied buildings, and the Construction Manager will be required to plan activities so that they will ~~not~~ minimize ~~interfere~~ interference with school ~~County~~ activities.

§ 1.1.7.2 Prior to commencement of construction Work, the Construction Manager, in consultation with the Owner's Representative and Professional Engineer, shall confer with the State Historical Preservation Office and the National Park Service to gain their approval of any products being installed in the Court House to be acceptable in maintaining the building's National Historic Landmark designation. Any licensing, approval or inspection fees that may be required will be the responsibility of Woodbury County and determine if the services of a structural engineer are required to evaluate potential impacts of proposed Work on the existing facility. If agreed by these representatives, a structural engineer shall review the proposed Work for this purpose and his or her recommendations shall be evaluated by these representatives for potential implementation prior to performance of Work in the affected area.

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

*(List name, address and other information.)*

~~«Kenny Schmitz, Facility Services Manager»~~

~~«»~~  
~~«»~~  
~~«»~~  
~~«»~~  
~~«»~~

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

*(List name, address and other information.)*

~~«The Professional Engineer»~~

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

*(List name, legal status, address and other information.)*

.1 Land Surveyor:

~~«N/A»~~

~~«»~~  
~~«»~~  
~~«»~~  
~~«»~~

.2 Geotechnical Engineer:

~~«N/A»~~

~~«»~~  
~~«»~~  
~~«»~~  
~~«»~~

.3 Civil Engineer:

~~«N/A»~~

~~«»~~  
~~«»~~  
~~«»~~  
~~«»~~

.4 Other:

*(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)*

~~«N/A»~~

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

*(List name, address and other information.)*

~~«Shane Albrecht»~~

~~«»~~  
~~«»~~  
~~«»~~  
~~«»~~

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←→

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:  
(List any specific requirements and personnel to be included in the staffing plan, if known.)

←→ Project Manager

←→ Site Foreman: to be determined

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

.1 Cost Estimator:  
(List name, legal status, address and other information.)

←→ «N/A»

←→

←→

←→

←→

.2 Other consultants:

←→ «N/A»

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

←→ «N/A»

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

←→ «N/A»

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

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## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

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

§ 2.2.2 The Construction Manager shall provide professional construction management services on this Project. Such professional services include substantial discretion and authority to plan, schedule, estimate, approve, coordinate, manage and direct phases of the Project, within the parameters of the Contract Documents. Owner hereby finds and Construction Manager hereby represents and concurs that professional construction management services require a high degree of professional skill and experience in the construction management industry, and that

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Construction Manager possesses such requisite skill and experience to manage a public construction project of this size and type. The Construction Manager represents that it is knowledgeable in public construction and shall exercise reasonable care and skill to comply with all applicable federal and state laws as well as rules, regulations and specifications adopted by any agency with authority over the construction and renovation of this Project.

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

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

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

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

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

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

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

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

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than ~~«»~~ (\$ ~~«»~~) as regulated by law.

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

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

### ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

#### § 3.1 Definition

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

#### § 3.2 Preconstruction Phase

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

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

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

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

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

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

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

§ 3.2.8 As the ~~Architect~~Professional Engineer progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and ~~Architect~~Professional Engineer and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

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

~~§ 3.2.10~~ The Construction Manager shall ~~provide recommendations and information to the Owner regarding the allocation of responsibilities for collect, review and maintain safety programs among the Contractors.~~

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

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

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

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

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

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

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

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

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the ~~Architect~~Professional Engineer, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager and Professional Engineer shall assist the Architect work together to answer questions with regard to questions from bidders and with the issuance of addenda. The Construction Manager will assure that all Iowa Public Procurement Laws as outlined in Iowa Code Chapter 26 and Iowa Code Chapter 573 are complied with.

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

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

§ 3.2.22 The Construction Manager shall ~~assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors ensure that all required permits, licenses and other regulatory agency approvals have been obtained before beginning work on each phase of the project. The Construction Manager shall advise the Owner in writing~~

that such permits, licenses and other approvals have been obtained. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing file documents required for the approvals of governmental authorities having jurisdiction over the Project.

### § 3.3 Construction Phase Administration of the Construction Contract

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

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

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect-Professional Engineer as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified and as amended and approved by Owner. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

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

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

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

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

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

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled accept work only in conformance with the Contract Documents and shall have

authority, upon consultation with the Professional Engineer and Owner, to reject work which does not conform to the Contract Documents. The Construction Manager shall work solely for the benefit of the Owner.

**§ 3.3.10** The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner, prepare a detailed estimate of Construction cost to include all phases and costs associated with the Project. The Construction cost estimate shall be accompanied by a report to the Owner identifying variances from the Owner's Project and Construction Budget. Such report shall be updated on a monthly basis as otherwise needed. The Construction Manager shall make suggestions of alternative construction as necessary to maintain the construction budget and shall facilitate decisions by the Owner and Professional Engineer when changes to the design are required to remain within the Owner's Project and Construction Budget.

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

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

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

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

1. Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
2. Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of forward the Contractors' Applications for Payment to the Professional Engineer for approval summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

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

**§ 3.3.12.4** The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's observations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The

foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Professional Engineer and Owner that the Contractor be paid the amount certified. The issuance and certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

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

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

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

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

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

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1-7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect-Professional Engineer for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect. The Construction Manager shall review and approve and then submit the shop drawings, product data, samples and other submittals to the Professional Engineer for approval with copies to the Owner. It is the Construction Manager's responsibility to ascertain that the drawings, plans and specifications (except for those designed by the Professional Engineer) are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the Construction Manager recognizes the portions of the drawings, plans and specifications are at variance therewith, the Construction Manager shall promptly notify the Professional Engineer and Owner in writing. By approving and submitting shop drawings, product data, samples and other submittals, the Construction Manager thereby represents that it used its best professional judgment and effort to assure that the trade contractors have verified all field measurements, field construction criteria, dimensions, elevations, quantities, materials, catalog numbers, and similar data as shown on the Construction Documents furnished by the Professional Engineer, or will do so, and that the trade contractors have checked and coordinated each shop drawing, product data, samples and other submittals with the requirements of the work and of the Construction Documents. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Professional Engineer, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities the Contractor, other Multiple Prime Contractors, the Owner, or the Professional Engineer.

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

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§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis weekly, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect-Professional Engineer showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status based on percent of completion;
- .23 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .43 Request for information, Change Order, and Construction Change Directive status reports logs;
- .54 Tests and inspection reports;
- .65 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash flow and forecast reports; and
- .11 Any other items the Owner may require;

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§ 3.3.20.2 NOT APPLICABLE In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require.

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§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the Project site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Project Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect-Professional Engineer and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

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§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

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§ 3.3.23-22 With the Architect-Professional Engineer and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24-23 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect-Professional Engineer a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect-Professional Engineer in conducting inspections to determine whether the Work or designated portion thereof is substantially complete. Upon achievement of substantial completion, the Construction Manager shall assist the Professional Engineer in performing its responsibilities in accordance with procedures for the review and processing of applications by contractors for progress payments and final payments as the Owner's Designated Contract Representative for purposes of evaluating the release of retainage.

§ 3.3.25-24 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect-Professional Engineer shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect-Professional Engineer when Work is ready for final inspection. The Construction Manager shall assist the Architect-Professional Engineer in conducting final inspections.

§ 3.3.26-25 The Construction Manager shall forward to the Owner, with a copy to the Architect-Professional Engineer, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance and bond documents received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens and/or Iowa Code Chapter 573 claim or bonds indemnifying the Owner against liens; and/or Iowa Code Chapter 573 claims; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27-26 The Construction Manager shall secure and transmit to the Professional Engineer warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect-Professional Engineer a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents. The Construction Manager shall also secure and transmit to the Owner required

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

§ 3.3.28-27 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, and Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld. The Professional Engineer shall be informed of any modifications made to the Construction Manager's contractual duties or responsibilities.

§ 3.3.29-28 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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

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

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

Designate the Additional Services; the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings		
§ 4.1.2 Architectural interior design (B252™ 2007)		
§ 4.1.3 Tenant related services		
§ 4.1.4 Commissioning (B211™ 2007)		
§ 4.1.5 LEED® certification (B214™ 2012)		
§ 4.1.6 Furniture, furnishings, and equipment design (B253™ 2007)		

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~~§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.~~

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~~§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.2.~~

~~§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:~~

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- ~~.1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material or substantial change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;~~
- ~~.2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement that could not have been reasonably known by the Construction Manager prior to entering into this Agreement;~~
- ~~.3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.4 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- ~~.54 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;~~
- ~~.65 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or~~
- ~~.7 Assistance to the Initial Decision Maker, if other than the Architect; or~~
- ~~.86 Service as the Initial Decision Maker.~~

~~§ 4.3.2 Unless in the Construction Manager's opinion an emergency exists which requires immediate action to avoid damage to property or injury to persons, (To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services at no additional charge, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need, and advise the Owner if continued services by the Professional Engineer would only be rendered if the Owner makes additional payments to the Professional Engineer, and also advise Owner of the anticipate cost of such services. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services.~~

- ~~.1 Services in evaluating an extensive number of more than five (5) formal Claims submitted by a Contractor or others in connection with the Work when the Architect-Professional Engineer is serving as the Initial Decision Maker.~~
- ~~.2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.~~
- ~~.3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.~~

~~§ 4.3.3 If the services (except warranty related services) covered by this Agreement have not been completed within ~~fourteen~~ ( ~~«-14»~~ ) months from the start of construction of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.~~

## ARTICLE 5 OWNER'S RESPONSIBILITIES

~~§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of~~

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~~a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.~~

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

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

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

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

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

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

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

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

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

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§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect-Professional Engineer if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Professional Engineer's Instruments of Service or any fault or defect in the Construction Manager's services, however, Owner shall have no affirmative obligation or duty under the Agreement to inspect for defects or errors in the Project or the Professional Engineer's instruments of services.

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

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

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

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

#### ARTICLE 6 COST OF THE WORK

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

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

warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Construction Manager shall be permitted to include contingencies for design, bidding and price escalation, and shall consult with the Professional Engineer to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to suggest reasonable adjustments in the scope of the Project, and to suggest inclusion of alternate bids in the Construction Documents to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of any increase in the Contract Sums occurring after execution of the Contracts for Construction.

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

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

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

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

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

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

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

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#### ARTICLE 7 COPYRIGHTS AND LICENSES

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

The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**ARTICLE 8 CLAIMS AND DISPUTES**

**§ 8.1 General**

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

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~

~~§ 8.1.3~~ The Construction Manager shall indemnify and hold the Owner and the Owner's officers, directors and employees harmless from and against damages, losses and judgments arising from claims by third parties, regardless of the nature, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage or \$1,000,000.00, whichever is greater.

~~§ 8.1.4~~ The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.2 Mediation**

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

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

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

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

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

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[ « » ] Arbitration pursuant to Section 8.3 of this Agreement

[ «-X» ] Litigation in a court of competent jurisdiction

[ « » ] Other: (Specify)

« »

### § 8.3 Arbitration – NOT APPLICABLE

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder – NOT APPLICABLE

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

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

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suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

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

~~§ 9.3 This Agreement may be terminated by either party upon not less than seven days' written notice in the event that the Project is abandoned by the Owner for more than 180 consecutive days for reasons other than the fault of the Construction Manager. If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.~~

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

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

~~§ 9.6-5.1 Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the state or the Owner to appropriate funds or through discontinuance or material alteration of the program for which funds were provided, the Owner shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.~~

~~§ 9.7-5.2 With the mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) days' written notice, this Agreement may be terminated on any agreed date before the end of the term without penalty to either party. Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below:~~

~~§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.~~

~~§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.~~

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

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 State of Iowa.~~

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

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

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

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

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Construction Manager shall not specify or approve for use in the Project any new materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If the Construction Manager discovers that such substances as described herein have been used or do exist in the Project, the Construction Manager shall promptly notify the Owner in writing. When asbestos containing materials, polychlorinated biphenyl (PCB) or other toxic or hazardous substances are suspected or found in the course of the Project, the Owner shall immediately provide the services of an appropriately qualified expert or consultant to determine the proper course of action.

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

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

#### ARTICLE 11 COMPENSATION

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

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

← The compensation for Preconstruction Services shall be Seven Thousand Six Hundred Eighty dollars (\$7,680.00) which shall be credited against the total fee charged in Section 11.1.2. →

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§ 11.1.2 For Construction Phase Services in Section 3.3:

*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

«The Construction Management fee will be based on a percentage of the total costs of the Project by using a multiplier of            Ten percent (           10%) billed monthly. Professional Engineering services will not be considered a direct job cost and will not be included in the total project cost when determining Construction Manager's fee. »

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§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the ~~shall~~ be billed on an hourly basis as outlined in Exhibit D - Construction Manager as follows:            billing rates.

*(Insert amount of, or basis for, compensation.)*

« »

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus ~~«-0»~~ percent (~~«-zero»~~ %), or as otherwise stated below:

« »

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

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« «See Exhibit "D"»

Employee or Category	Rate (\$0.00)

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§ 11.6 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3.1 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4.2 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

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

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of ~~«~~ Seven Thousand Six Hundred Eighty Dollars ~~»~~ (\$ ~~«~~ 7,680.00 ~~»~~) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

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§ 11.7.1.2 If and to the extent that the time initially established in Section 11.4 of this Agreement is exceeded or extended through no fault of the Construction Manager, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 11.3.

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§ 11.7.1.3 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with Section 11.1, based on (1) the lowest bona fide bids or negotiated proposals, or (2) if no such bids or proposals are received, the latest approved estimate of such portions of the Project.

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§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly by the last day of each month in proportion to services ~~proven to have been~~ performed. ~~Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «sixty» ( «60» ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager established by Section 74A.2 of the Code of Iowa. All pay requests must be received by the District County fourteen days prior to the School Board Board of Supervisors meeting which is held the second Monday every Tuesday of each month.~~  
*(Insert rate of monthly or annual interest agreed upon.)*

~~« 9% »~~

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

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

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ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

~~§ 12.1 Payment to the Construction Manager will be made by the Owner from cash on hand from such sources as may be legally available to the County and from proceeds of the statewide School Infrastructure Sales, Services and Use Tax revenues as approved by the electors of the Owner on December 2, 2008, which may include proceeds of school infrastructure sales, services and use tax revenue bonds which may be issued pursuant to Iowa Code section 423A.5 and chapter 423A, as may be amended from time to time.~~

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

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§ 12.3 The Construction Manager shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Construction Manager shall not permit an employee, a subconsultant owned, operated, or managed by, or

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subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools/properties in accordance with Iowa Code 692A.113, and shall fully execute and deliver a copy of "Acknowledgement and Certification" form within ten (10) days of the execution of the Agreement or before any such workers are on the Project site. →

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser, as modified.
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

«→

- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

«→

- .4 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

- «Exhibit "A" – Partial Lien Waiver
- «Exhibit "B" – Final Lien Waiver
- «Exhibit "C" – Insurance Requirements
- «Exhibit "D" – Construction Manager Billing Rates →»

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

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

« » « »

(Printed name and title)

« » « »

(Printed name and title)

**EXHIBIT A**

**PARTIAL RELEASE OF LIEN AND WAIVER OF CLAIMS**

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

The "Property": \_\_\_\_\_

Description of the "Project": \_\_\_\_\_

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

Payment Request Amount: \$ \_\_\_\_\_

Date of last work covered by payment request: \_\_\_\_\_

Certificate

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Partial Waiver and Release of Claims

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

Dated \_\_\_\_\_, 20\_\_.

CONTRACTOR: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

State of \_\_\_\_\_)

County of \_\_\_\_\_)

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

\_\_\_\_\_  
Notary Public in and for said County and State

\_\_\_\_\_  
Commission Expires

**EXHIBIT B**

**FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS**

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

The "Property": \_\_\_\_\_

Description of the "Project": \_\_\_\_\_

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

Payment Request Amount: \$ \_\_\_\_\_

Certificate

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Final Waiver and Release of Claims

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

Dated \_\_\_\_\_, 20\_\_.

CONTRACTOR: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

State of \_\_\_\_\_)

County of \_\_\_\_\_)

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

\_\_\_\_\_  
Notary Public in and for said County and State

\_\_\_\_\_  
Commission Expires

Exhibit "C"

INSURANCE REQUIREMENTS

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

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

10. Construction Manager agrees to procure and carry, at its sole cost, until completion of the Contract all insurance, with identical limits of liability and scope of coverages, as set forth below:
  - 10.1 Comprehensive Automobile Liability Insurance. Construction Manager shall maintain comprehensive automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Contract covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.
  - 10.2 Workers' Compensation and Employer's Liability Insurance. Construction Manager shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence. The Construction Manager shall also purchase insurance against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
  - 10.3 Commercial General Liability Insurance. Construction Manager shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for as long as Construction Manager or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual liability insuring the indemnities set forth in the Agreement. Each Project shall have minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 products/completed operations aggregate coverage.
  - 10.4 Excess Liability. Construction Manager shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$2,000,000.00 per occurrence and \$5,000,000.00 aggregate.
11. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers against Owner and all its assigns, affiliates, employees, insurers and underwriters.
12. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Construction Manager's liability with respect to its performance of this Agreement.
13. Professional Liability coverage. The Construction Manager shall maintain and pay the premium on professional liability insurance in an aggregate amount of not less than Two Million Dollars (\$2,000,000.00), with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00). Certificates of insurance for such coverage will be provided to Owner within ten (10) days of the execution of this Agreement. All such insurance shall be at no cost to the Owner.
14. The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims not subject to the defense of governmental immunity under Iowa Code Section 670.

**EXHIBIT D**

**Baker Group  
Construction Manager Billing Rates**

**Professional Billing Rates per Hour:**

<b>Design Engineer (PE)</b>	<b>\$125.</b>
<b>LEED Accredited Professional (A.P.)</b>	<b>\$125.</b>
<b>Project Manager</b>	<b>\$ 90.</b>
<b>Project Engineer</b>	<b>\$ 75.</b>
<b>Project Principal / Executive</b>	<b>\$125.</b>
<b>Sheet Metal Designer / Detailer</b>	<b>\$ 80.</b>
<b>Piping Designer / Detailer</b>	<b>\$ 80.</b>
<b>Project Coordinator / Accounting</b>	<b>\$ 45.</b>
<b>Safety Director</b>	<b>\$ 75.</b>
<b>Estimating</b>	<b>\$ 75.</b>

 **AIA** Document B132™ – 2009

*Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition*

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

BETWEEN the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*  
Woodbury County Board of Supervisors  
620 Dougl's Street - Room 104  
Sioux City, IA 51101

and the Architect:  
*(Name, legal status, address and other information)*  
West Plains Engineering  
4609 S Techlink Circle  
Sioux Falls, SD 57106

for the following Project:  
*(Name, location and detailed description)*  
Woodbury County Lighting Retrofit  
Sioux City, Iowa

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

This document is intended to be used in conjunction with AIA Documents A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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

WEST PLAINS

The Construction Manager:  
*(Name, legal status, address and other information)*  
Baker Group  
4224 Hubbell Avenue  
Des Moines, IA 50317

The Owner and Architect agree as follows.

Init.

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TABLE OF ARTICLES

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11	COMPENSATION
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13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

The Owner's Program shall be a joint effort of Baker Group's Facility Improvement Master Plan and the West Plains Engineering design team.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

To achieve Woodbury County Board of Supervisor's mission to change to all LED lighting.

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

*(Provide total and, if known, a line item breakdown.)*

\$1,200,000 to \$1,500,000 or as determined by the Woodbury Board of Supervisors (BoS) on final project selection.

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

- .1 Design phase milestone dates, if any:  
Design phase to be completed by October 1, 2015.
  
- .2 Commencement of construction:  
Construction to commence upon approval and execution of the A132 Agreement between the Contractor and the Owner, and as appropriate by the Woodbury County BoS to achieve MidAmerican rebates
  
- .3 Substantial Completion date or milestone dates:  
By January 1, 2016
  
- .4 Other:  
Final completion shall occur by March 1, 2016

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:  
*(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)*

- One Contractor
- Multiple Prime Contractors
- Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:  
*(List number and type of bid/procurement packages.)*

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

§ 1.1.7 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

The work will be performed in an actively occupied building and the Construction Manager will be required to prepare activities so they will not interfere with user activities.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
*(List name, address and other information.)*

Kenny Schmitz, Facilities Service Manager

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

*(List name, address and other information.)*

Henry Henchal, Plans Examiner

§ 1.1.10 The Owner will retain the following consultants:

*(List name, legal status, address and other information.)*

- .1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

N/A

- .2 Cost Consultant (if in addition to the Construction Manager):  
*(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)*

N/A

- .3 Land Surveyor:

N/A

- .4 Geotechnical Engineer:

N/A

- .5 Civil Engineer:

N/A

- .6 Other consultants:  
*(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)*

N/A

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address and other information.)

Melanie Raap-Eitreim, Project Manager  
4609 S Techlink Circle  
Sioux Falls, SD 57106

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:  
N/A

.2 Mechanical Engineer:  
N/A

.3 Electrical Engineer:  
N/A

§ 1.1.12.2 Consultants retained under Additional Services:  
N/A

§ 1.1.13 Other Initial Information on which the Agreement is based:  
Relighting for only buildings in the following spreadsheet: Exhibit A - Lighting Survey ROM Budget.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Init.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than (\$ ) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than (\$ ) combined single limit and aggregate for bodily injury and property damage.

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

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less (\$ ).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than (\$ ) per claim and in the aggregate.

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

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

Init.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

### § 3.5 Bidding or Negotiation Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents,

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whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site evaluation and planning (B203™-2007)		
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural interior design (B252™-2007)		
§ 4.1.10 Value analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation (B207™-2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-designed record drawings		
§ 4.1.15 As-constructed record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility support services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security evaluation and planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® certification (B214™-2012)		
§ 4.1.25 Historic preservation (B205™-2007)		
§ 4.1.26 Furniture, furnishings, and equipment design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within 1 year (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

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

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

#### ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

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

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

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

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

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

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

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction.

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

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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

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

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

The lump sum of \$40,000 (Forty-thousand dollars)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

An Amendment to the Contract

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus \_\_\_\_\_ percent ( \_\_\_\_\_ %), or as otherwise stated below:

N/A

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase:	percent ( _____ %)
Design Development Phase:	percent ( _____ %)
Construction Documents Phase:	percent ( 80 %)
Bidding or Negotiation Phase:	percent ( _____ %)
Construction Phase:	percent ( 20 %)
	100%
Total Basic Compensation:	One hundred percent (100%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the expenses incurred.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of (\$ \_\_\_\_\_) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

2% annually

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

#### ARTICLE 13 SCOPE OF THE AGREEMENT

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

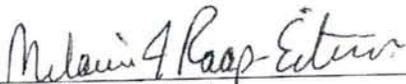
§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
  - .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
  - .4 Other documents:  
(List other documents, if any, including additional scopes of service forming part of the Agreement.)  
Exhibit A - Lighting Survey ROM Budget.

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

Melanie Raap-Eitreim, P.E.

\_\_\_\_\_  
(Printed name and title)

Init.

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# DRAFT AIA® Document C132™ - 2009

## Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 25th day of August in the year 2015

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

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

and the Construction Manager:

(Name, legal status, address and other information)

Baker Group  
4224 Hubbell  
Des Moines, IA 50317

for the following Project:

(Name, location and detailed description)

Woodbury County Lighting Retrofit  
Sioux City, IA

The Architect/Professional Engineer is:

(Name, legal status, address and other information)

West Plains Engineering  
4609 S. Techlink Circle  
Sioux Falls, SD 57106

The Owner and Construction Manager agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
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- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

~~The Owner's Program shall be a joint effort of Baker Group's Facility Improvement Master Plan and West Plains Engineering as the Design Team.~~

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§ 1.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports, site, boundary and topographic surveys, traffic and utility studies, availability of public and private utilities and services, legal description of the site, etc.)*

~~Convert all lighting in buildings to be selected by the Woodbury County Board of Supervisors to LED Lights~~

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

*(Provide total and, if known, a line item breakdown.)*

~~Not to Exceed One Million Two Hundred Thousand Dollars (\$1,200,000) or as determined by the School Board/Board of Supervisors on final project selection.~~

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

- 1 Design phase milestone dates, if any:

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE**



Date: 08/26/2015

Weekly Agenda Date: 09/01/2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: <u>Emergency Services, Gary Brown, Director</u>		
SUBJECT: <u>Requesting Authorization &amp; Approval of New Lease with Senet Inc. on behalf of Starcomm.</u>		
<b>ACTION REQUIRED:</b>		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input type="checkbox"/>

**WORDING FOR AGENDA ITEM:** Emergency Services-Gary Brown

- a. Requesting Authorization & Approval of new lease with Senet Inc. on behalf of Starcomm.

**EXECUTIVE SUMMARY:**

**Requesting Authorization & Approval of new lease with Senet Inc. on behalf of Starcomm**

Woodbury County Emergency Services is requesting the Woodbury County Board of Supervisors Authorize and Approve the new lease with Senet Inc. on behalf of Starcomm. Senet Inc. is a company that provides an automated platform for the fuel delivery industry. They are located in Hudson, NH and are looking to lease tower space on the Starcomm tower known as the "AT&T Tower" located at 2028 Jasper Ave, Merville, IA. The lease is targeted to begin on October 1<sup>st</sup>, 2015, and as stated in the lease will be continuous for three years. The tenant will pay two hundred and sixty-five dollars each month (\$3,180.00/year) in advance on or before the 5<sup>th</sup> day of each calendar month. The equipment Senet Inc. is acquiring space for on the AT&T Tower will allow their company to provide automated data to area propane companies that would provide those companies the capability to capture data readings from each of their customer's propane tank locations. The equipment Senet Inc. is planning to have installed on the exterior of the tower is One (1) Tower Mounted L-Comm HG908 U-Pro Antenna on a 4 foot Standoff arm and One (1) Tower Mounted Receiver Box 11" x 8.5" x 3.5" weight 4 lbs., mounted below antenna and on the interior of the shelter space One (1) Base Cabinet with dimensions of 20" x 18" x 9".

**BACKGROUND:**

Starcomm Executive Committee currently approves and manages the annual operating budget of \$377,308.00. The income from vendors is \$87,190.00 annually; there are currently there are eight vendors. Each vendor has a lease with Starcomm and conditions of the lease are specific to each individual vendor. Woodbury County Emergency Services processes the monthly statements, invoices and deposits and processes them through the Woodbury County Auditor's office and then to the Woodbury County Board of Supervisors for approval. All financials are documented in an account specific to Starcomm.

**FINANCIAL IMPACT:**

There is no negative financial impact. The additional revenue of \$3,180.00 annually will credit the total expense of the Starcomm Operating Budget. This will decrease the expenses of what the Starcomm Members pay, based on population. This includes Dakota County 15%, Union County 4%, Woodbury County 23%, North Sioux City 2%, Sioux City 53% and Sergeant Bluff 3%.

**RECOMMENDATION:**

Woodbury County Emergency Services recommends that the Woodbury County Board of Supervisors make a motion to Authorize & Approve the details within the lease by having the Chairman sign the provided lease with Senet, Inc. on behalf of Starcomm.

**ACTION REQUIRED / PROPOSED MOTION:**

Woodbury County Board of Supervisors make a motion to Authorize & Approve the details within the lease by having the Chairman sign the provided lease with Senet, Inc. on behalf of Starcomm.

*Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.*

**THIS LEASE IS THE PROPERTY OF:**

Woodbury County, Iowa  
620 Douglas Street, Suite 104  
Sioux City, Iowa 51101

C/O Starcomm Public Safety Board  
121 Deer Run Trail Climbing Hill, IA 51015  
ATTN: Gary Brown  
Phone: (712) 816-2212  
Fax: (712) 876-2228

And

Senet, Inc.  
46 River Rd  
Hudsen, NH 03051  
ATTN: Chauncy G. Morgan  
Phone:  
Fax:

**SITE LEASE AGREEMENT**

THIS SITE LEASE AGREEMENT (hereinafter called "Lease"), is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Woodbury County, Iowa, whose address is 620 Douglas Street, Suite 104, Sioux City, Iowa 51101 under the direction of the Starcomm Public Safety Board, whose address is 121 Deer Run Trail, Climbing Hill, IA 51015, hereinafter called "Lessors", and Senet Inc., having an address at 46 River RD, Hudsen, NH 03051, is called "Lessee".

In consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

**1. Leased Premises.** Lessors hereby Lease to the Lessee, for the period, at the rental, and upon the terms and conditions hereinafter set forth, the following Leased "Premises" located:

**Site Address:** 4 miles East, 4.5 miles South of Merville, Iowa, @ 2028 Jasper Avenue

**Latitude:** 42-24-37.3N      **Longitude:** 095-59-58.3

a. Space on the Woodbury County radio tower for antennas as shown in Exhibit A .

**2. Access.** Lessors also grant to Lessee, access to the spaces described in paragraph one (1) above, seven days a week, 24 hours a day, throughout the term of this Lease, provided that, prior to Lessee or Lessee's contractors climbing the tower for antenna access, Lessee will give Lessors no less than 12 hours prior notice. To allow this access to climb the tower or Fenced Compound, Lessors will give Lessee a key to the lock on the Compound. Each time the Lessee's employee(s) access the location all the Lessee's employees will notify the Facility Manager, in writing, in person or if necessary over the phone by calling (712) 279-6960. These employees will be subject to criminal background checks. Security access to the sites compound will be provided by the Starcomm Director or Facility Manager. Each employee of

Lessee who climbs the tower will have in their possession a card showing that they have completed the Qualified Climber/Rescue course offered through Comtrain or similar program approved by Lessors. Each employee of Lessee will follow all OSHA regulations while climbing any portion of the tower including wearing all required safety harnesses and will use the safety climbing cable while on the tower. There will never be fewer than 2 certified climbers on the site during any type of climbing on the tower. Lessee shall further abide by the terms set forth in Exhibit C.

**3. Term.** The initial term (Initial Term) of this Lease shall begin on October 1st, 2015, (Commencement Date) and shall run continuously until three (3) years after the Commencement Date.

**4. Rent.** During the Term of this Lease, Tenant shall pay Landlord rent in the amount of two hundred and sixty five Dollars (\$265.00) each month in advance, on or before the 5th day of each calendar month. If this Lease commences on a date other than the 1st day of a month, rent shall be prorated as of and paid on, the Commencement Date.

**5. Termination.**

a. Both Lessors and Lessee shall have the right to terminate this Lease for cause, in the event the other party defaults on any material provision of this Lease, and in the event that such default is not cured within thirty (30) days after written notice thereof is provided to the other party. Said curative period shall be extended another thirty (30) days provided defaulting party has shown a good faith effort to cure default.

b. The parties agree that in the event that federal or state law requires the installation of back up power sources or supplies that the terms of this Lease will require an amendment to be negotiated between the parties. No additional equipment shall be placed upon the Premises by Lessees with out the written consent of Lessors including mandated equipment, and should the parties fail to reach agreement regarding the installation of any additional equipment including federally or state mandated back up power sources or supplies and fuel for those sources or supplies that this agreement shall terminate ninety (90) days from the date the impasse is reached.

c. This Lease may be terminated without further liability as set forth below:

1) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within ninety (90) days of receipt of written notice of default except that the grace period for any monetary default is thirty (30) days from receipt of written notice and the grace period for lapse in insurance coverage is ten (10) days from the receipt of written notice; or

2) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee's facilities; or

3) by Lessee if Lessee is unable to occupy and utilize the tower site due to an action of the FCC, including without limitation, a take-back of channels, a change in frequencies, or a change in licensed coverage area; this will require ninety (90) days of the effective termination date by the FCC; or

4) by Lessee if Lessee determines that the tower site is not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or

5) by Lessors if the Lessors determine the tower site is no longer suitable to be used by Lessors for their operation and the Lessors choose to remove the building; or

6) by Lessors after the expiration of the initial term of this Lease upon providing Lessee with written notice. Such notice, if given by Lessors, must be given not less than three hundred sixty-five (365) days prior to the date therein specified (this time is given for Lessee to find a new site, get zoning approval, construct a new site and move Lessee's shelter and antennas).

d. In the event of termination or expiration of this Lease, Lessee shall have a reasonable period of time (not exceeding ninety (90) days from the actual termination date) to remove all antennas, shelter, equipment, and other operating materials from the Premises, however all improvements to the tower and/or ancillary structures shall be left in place and in good repair by the Lessee. Upon expiration of this Lease, Lessee shall restore the Premises to reasonably good condition and repair, subject to ordinary wear and tear on the Premises, which is specifically excepted. Failure of Lessee to remove its equipment at the expiration or termination of this Lease will result in Lessors removing the equipment and payment of all charges occasioned by such removal will be the responsibility of the Lessee.

**8. Use and Non-Interference of Premises.** . The Premises shall be used by Lessee only for the installation, operation, and maintenance of a communications system, limited to radio, paging and other narrow band and broad band radio wave transmission and reception and related purposes. Lessee shall not do or permit any activities upon the Premises, which would cause interference to Landlord or with Landlord's principle use of the Premises. In addition, Lessor and Lessee shall not do or permit any activities upon the Premises, which would cause or permit physical, electronic, or other interference with the radio transmission facilities, equipment, or signal of the other party to this Lease. The Lessee will only install its equipment inside the North Room of the communications tower house. This is not an exclusive lease of the premises. Landlord (Lessors) retains the right to lease additional space to other Tenants (Lessees) provided that the additional Tenants (Lessees) do not utilize equipment that would interfere with the transmission signals of the Tenant (Lessee). Additionally, Landlord will continue to use the premises for their own business or Public Safety purposes.

**9. Insurance and Indemnification.**

At all times during the term of this Lease, Lessee shall at its expense carry and maintain for the mutual benefit of the Lessors:

a. General public liability insurance against the claims for personal injury, death or property damage occurring in or about the Leased Premises or resulting from the installation, operation or maintenance of the Lessee's business on the Leased Premises, such insurance to be in the amount of at least \$1,000,000.00 for all personal injuries and deaths resulting from any one accident, \$1,000,000.00 for property damage in any one accident, and a minimum aggregate coverage in the amount of \$3,000,000.00 with Lessors named as additional insured's. Damages incurred by Lessee shall be limited to the insurance proceeds and/or third party recovery. Lessors shall not be liable for any damages, costs or fees incurred by the Lessee.

b. A Standard Workmen's Compensation and Employer's Liability Insurance Policy in the amount equal to the limit of liability and in a form prescribed by the laws of the state in which the Leased Premises is located.

c. Any contract workers contracted by Lessee shall also carry insurance as set forth in a and b above.

d. Lessors shall not be held liable for any injury or damage to any third party or parties caused in any manner by this Lease or the Lessors use of the Premises.

**10. Damage or Destruction.** If the Premises are damaged, destroyed by fire, winds, flood or other natural or manmade cause, Lessors shall have the option to repair or replace the Premises at their sole expense, or to terminate this Lease effective on the date of such damage or destruction. In the event Lessors elect to terminate this Lease, Lessee shall have no further obligations hereunder. Lessors shall have up to sixty (60) days to decide on whether to repair or replace the Premises. Failure by Lessors to notify Lessee within sixty (60) days of Lessors' decision to repair or replace the Premises shall be deemed an election by Lessors to terminate this Lease. If Lessors elect to repair or replace the Premises, Lessee shall have the option of either abating the rent due until such repair or replacement is completed and the Premises are restored to a condition that the Lessee can resume full operations at the Premises; or until Lessee begins operating a mobile telecommunication base station on the Premises. The option to operate a mobile telecommunications base station on the Premises is subject to the Lessee obtaining written consent of the Lessors and to Lessee obtaining all required State and local permits.

**11. Taxes.** Lessee shall pay and be responsible for all taxes due on Lessee's equipment and fixtures installed on the Premises.

**12. Notices.** Any notices required or permitted to be given hereunder shall be given in writing, and shall be deemed to have been given only upon receipt after mailing by certified or registered first class mail, postage prepaid, return receipt requested, and addressed to the parties as follows:

Lessors: Woodbury County, Iowa  
Board of Supervisors  
620 Douglas Street, Suite 104  
Sioux City, Iowa 51101  
Phone: 712-279-6525

Starcomm Public Safety Board  
121 Deer Run Trail  
Climbing Hill, IA 51015  
ATTN: Gary Brown  
Phone: (712) 816-2212  
Fax: (712) 876-2228

Lessee: Senet, Inc.  
46 River, RD  
Hudsen, NH 03051  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Chauncy G. Morgan, \_\_\_\_\_  
Phone: \_\_\_\_\_

**13. Hazardous Materials.** At no time during the term hereof shall the Lessee store, place, leave or deposit at the Tower or the Premises any substance or material which, if known to be present on or at such property, would require cleanup, removal or some other remedial action under any federal, state or local law, including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants, processed waste water, solid wastes, or otherwise relating to environmental hazardous substances, including but not limited to the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal

Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, and all acts amendatory thereto, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulation of any State Department of Natural Resources or State Environmental Protection Agency now or at any time hereinafter in effect. The Lessee agrees to and does hereby indemnify and save the Lessors and owners harmless from any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses relating in any way to Lessee's violation of this Section, and this indemnification obligation shall survive the expiration or termination of this Lease. Lessors acknowledge and agree that Lessee shall have no liability or responsibility whatsoever for any environmental violations or issues, at the tower or premises, existing prior to the date of Lessee's occupancy or otherwise not caused by Lessee.

#### **14. Miscellaneous Provisions.**

- a. Lessors warrant that Lessors are the owners of the tower and owners and/or lessees of the tower site property and that Lessors have full right, power, and authority to execute this agreement and if necessary have obtained all necessary consents to sublease the Premises. Lessors covenant that Lessee, in paying Rent and performing the covenants by Lessee herein made, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises.
- b. Lessee shall obtain all necessary governmental and regulatory approvals required for Lessee's occupation and use of the Premises, including but not limited to zoning changes, and shall be responsible for the cost of obtaining such approvals. Lessors shall cooperate with Lessee in obtaining such approvals.
- c. The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.
- d. This Lease and the attached exhibits contain the entire agreement of the parties with respect to any matter mentioned herein and supersede any prior oral or written agreements.
- e. This Lease may be amended in writing only, signed by the parties in interest at the time of such amendment.
- f. This Lease shall be assignable intra-company by the Lessee, without the necessity of obtaining the Lessors' consent, to an affiliate, subsidiary or any related company that acquires at least 51% of the Lessee's assets through a merger. All third party assignments will require the Lessors's consent. Lessee shall notify Lessors in writing of the name and address of any assignee. This Lease may be assigned by Lessors without the consent of Lessee provided that the assignee shall occupy and use the Premises subject to this Lease.
- g. No waiver by either party of any provision herein shall be deemed a waiver of any other provision or of any prior or subsequent breach of any provision herein.
- h. If any term or provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease and the remaining provisions shall be enforceable in accordance with their terms.
- i. This agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
- j. If Lessee does not promptly vacate the Premises upon valid termination of this Lease, such holding over shall be treated as creating a month to month tenancy. This holdover will not be approved for more than ninety (90) days. Rent during the holdover will be 150% of the current rent. Further, if Lessee does not vacate the Premises as required, Lessee's equipment shall be removed by Lessors at Lessee's expense.

Any bill for removal of Lessee's equipment by Lessors shall be paid in full within thirty (30) days of mailing.

k. Lessee may make reasonable alterations with prior approval from Lessors, additions or improvements to the Premises necessary for its antennas, communication shelter, power cables and telephone cables, so long as the structural integrity of the Premises is not affected. Lessee will bear the total cost of such alterations, additions or improvements, including regular maintenance, and the cost of removal and returning the Premises to the condition it was at the time of entering into the Lease (subject to the terms of paragraph 5(d) of this Lease).

l. Lessee shall be solely responsible for site maintenance, and shall arrange for all maintenance under separate contract for all such maintenance services. Lessee shall not expect or ask Lessors to do any special site maintenance for Lessee's antennas or shelter, unless Lessee enters into a separate maintenance contract with Lessors, which contract will be separate from the terms of this Lease (i.e.: in the event that some minor snow plowing is requested for Lessee's access to their shelter, Lessee will separately contract for that service under a separate document).

m. Lessee will bear any and all costs associated with temporary relocation of Lessee's equipment, if required, during repairs or painting of Lessors' building. Lessors will give Lessee at least thirty (30) days advance notice of scheduled repairs or painting of Lessors' building or tower which may affect Lessee's operation, so that Lessee can pre-plan for providing high-quality communications to Lessee's customers during any temporary relocation required by Lessors' repair or painting activities. Lessors are not required to provide notice of routine repairs, such as replacement of tower lights, which do not affect Lessee's operation. Lessors will provide Lessee notice of emergency repairs with at least twelve (12) hours prior notice unless it is impossible or impractical to do so and then the Lessee shall be provided with as much prior notice as possible under the emergency circumstances.

n. Lessee shall indemnify and hold Lessors harmless against all expenses, liabilities and claims of every kind, including reasonable attorney fees, made necessary by or on behalf of any person or entity arising out of:

- 1) A failure by Lessee to perform any of the terms and conditions of this Lease,
- 2) Any injury or damage happening on or about the Leased Premises which is caused in whole or in part by Lessee's use of the Premises, any act or omission of Lessee or anyone for whose acts Lessee may be liable,
- 3) Any injury or damage to any employee, agent, or customer of Lessee or Lessors on or about the Leased Premises, caused by Lessee, its agents or contractors.
- 4) Failure of Lessee to comply with any applicable laws or governmental authority; or
- 5) Any action brought by a third party for damages due to an action or inaction of Lessee

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



**Site Name:** (AT&T Tower Site) Merville

**Street Address:** 2028 Jasper Avenue

**City:** Merville

**County:** Woodbury

**State:** Iowa

**Coordinates:** 42-24-37 95-59-58.3

**ASR#** 1016908

**Equipment (TOWER):**

*One (1) Tower Mounted L-Comm HG908 U-Pro Antenna on a 4 foot Standoff arm*

*One (1) Tower Mounted Receiver Box 11" x 8.5" x 3.5" weight 4 lbs, mounted below antenna.*

**OPERATING FREQUENCY:** 900 MHz

**COAX:** *Category (5) outdoor cable*

**TOWER LOCATION:**

*300 feet Mounting Height: 300 feet Maximum height*

**SHELTER SPACE:**

*Interior: One (1) Base Cabinet with dimensions of 20" x 18"x 9".*

**POWER:**

*TO BE PROVIDED BY LANDLORD*

#12a

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REC**

Date: September 1, 2015

Weekly Agenda Date: August 27, 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 permit for installation of underground telephone lines within the Highway Right of Way for Century Link to serve the new Eagle Ridge Addition.

**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/PROPOSED MOTION:** Motion to approve permit to work place underground utilities in the right of way for Century Link.

*Approved by Board of Supervisors March 3, 2015.*

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

**REQUEST BY APPLICANT:**

Name Owest d/b/a CenturyLink QC

Highway Christy Rd/Portland Blvd/Old HWY 41

Address 426 LAKE AVE.

Township Woodbury

STORM LAKE IOWA, 50588

City of Sioux City

Office Phone (712)732 8348

Local Phone 712.732.8348

Section: SW TO SE 1/4 of 1/4 Sec 9, 10, 16, & 15

Type of Utility Installation TELEPHONE

T 88 N, R 47 W

Plans Prepared By JUSTIN D MELOHN

Copy Enclosed  Yes  No

Map Showing Location Enclosed  Yes  No

Utility Location is  cross right-of-way  parallel to right-of-way  
 overhead  underground

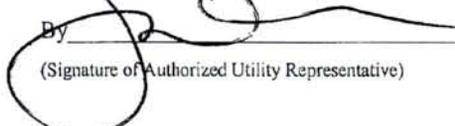
**Proposed Method of Installation**

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

Estimated Starting Date 09/15/2015

Estimated Restoration Date 09/30/2015

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, Room 502 Courthouse Sioux City, Iowa 51101. One executed copy will be returned to the Applicant.

By   
(Signature of Authorized Utility Representative)

Title ENGINEER II

Date August 4<sup>th</sup>, 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:

**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-acquired in connection therewith, subsequent to the building of the Applicants 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 belong 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

#12b

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

Date: September 1, 2015

Weekly Agenda Date: August 27, 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 Bob Geisinger to improve entrance and ditch near machine shed within the right of way with the right of way.

**EXECUTIVE SUMMARY:** Permittee requested a permit to work in the right of way to allow modification of the backslope along 150<sup>th</sup> Street on the south side of their property.

**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/PROPOSED MOTION:** Motion to approve permit to work in the Highway Right of Way for Bob Geisinger.

*Approved by Board of Supervisors March 3, 2015.*



# Woodbury County Secondary Roads Department

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

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

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

SECRETARY  
Tish Brice  
tbrice@sioux-city.org

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

Name of Permittee: Bob Geisinger Phone No.: 712-898-0826

Mailing Address: 1484 Emmett Ave. Lawton, IA 51030

Township: Banner Section: 28

Woodbury County, State of Iowa, and Bob Geisinger (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:

Reshape backslope to allow placement of a new fence. Will  
reseed backslope when finished. Traffic control not required.

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:

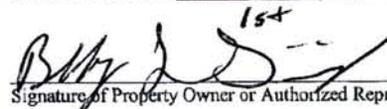
\_\_\_\_\_  
\_\_\_\_\_

L. 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 30th day of November, 2015.

Entered into this ~~30th~~ <sup>1st</sup> day of ~~Nov~~ <sup>July</sup>, 2015.

  
\_\_\_\_\_  
Signature of Property Owner or Authorized Representative

  
\_\_\_\_\_  
Woodbury County Engineer

\_\_\_\_\_  
Chair, Woodbury County Board of Supervisors

#12C

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

Date: August 27, 2015

Weekly Agenda Date: September 1, 2015

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

SUBJECT: **Consider Resolution to set a hearing date for a road vacation hearing.**

**ACTION REQUIRED:**

Approve Ordinance                       Approve Resolution                       Approve Motion

Give Direction                       Other: Informational                       Attachments

**WORDING FOR AGENDA ITEM:** Consider Resolution to set a road vacation hearing for a portion of Woodbury-Ida County Line Road in section 12 of Morgan Township

**EXECUTIVE SUMMARY:** The county engineer has received a petition from all landowners on each side of the segment of Woodbury-Ida County Line Road in section 12 of Morgan Township. Access to the land is satisfied by roads both north and south of the county line road. The secondary road department does not object to the landowner request for the road closure and vacation.

**BACKGROUND:** Under the provisions of Section 306.10, the Board of Supervisors has the authority to establish alter and vacate roads under its jurisdiction. Since this closure affects land access, it is fully subject to the provisions of the code dictating the steps for the road hearing in sections 306.11, 306.12, 306.13, 306.14 and 306.16. This closure also must be agreed to by the Ida County Board of Supervisors and the closure and vacation will not be effective until both boards of supervisors have approved a similar resolution.

**FINANCIAL IMPACT:** Minimal impact to county budget. The county will save on average less than \$1000 per year by not having to take care of this road segment. The adjacent property owners however see value to the former road as farmable acreage.

**RECOMMENDATION:** Recommend approval of resolution to set the hearing date.

**ACTION REQUIRED/PROPOSED MOTION:** Motion to approve the resolution to establish a date and time for a road vacation hearing for a portion of Woodbury-Ida County Line Road.

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

WOODBURY COUNTY, IOWA

**A RESOLUTION SETTING DATE FOR PUBLIC  
HEARING FOR VACATING ROAD RIGHT-OF -WAY**

**WHEREAS**, the Woodbury County Board of Supervisors in accordance with Section 306.11, (Code of Iowa) 2015, as amended, seeks to set a date for public hearing to vacate a road legally described as follows:

Vacate all that portion of county road right-of-way described as follows.

Woodbury- Ida County Line Road beginning at the NE corner of Section 12 T87N R42W of the 5<sup>th</sup> P.M. thence south 1.0 miles to the SE corner of said section. Said right of way to be vacated is 66 feet in width and was dedicated to the county by easement

**NOW THEREFORE, BE IT RESOLVED** by the Woodbury County Board of Supervisors that on Tuesday, September 29 at 4:45 P.M CDT, the County will hold a Public Hearing to vacate the above described right-of-way.

**SO RESOLVED** this 1<sup>st</sup> day of September 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Mark Monson, Board Chair

ATTEST:

\_\_\_\_\_  
Larry D. Clausen, Member

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

\_\_\_\_\_  
Jaclyn Smith , Member

\_\_\_\_\_  
Jeremy Taylor, Member

\_\_\_\_\_  
Matthew Ung, Member

#12d

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

Date: August 27, 2015

Weekly Agenda Date: September 1, 2015

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

SUBJECT: **Consider Resolution to establish stop and yield signs at the intersection of 320<sup>th</sup> Street and Cass Avenue**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**WORDING FOR AGENDA ITEM:** Consider Resolution to establish a stop and a yield sign at the intersection of Cass Avenue and 320<sup>th</sup> Street.

**EXECUTIVE SUMMARY:** A local resident expressed concern about the intersection of Cass Avenue and 320<sup>th</sup> Street to county staff. Cass Avenue is currently being used as a detour for 310<sup>th</sup> Street traffic due to structural repairs of the interstate overpass. The detour has resulted in increased traffic on Cass Avenue and reported near misses at the intersection, which is currently uncontrolled. An engineering study of the intersection was completed by the county engineer who determined that signs controlling traffic should be installed at the intersection due to visual screening by a windbreak on the east side of Cass and seasonal crops on the west approach to Cass Avenue. Signs are recommended as shown on the attached resolution.

**BACKGROUND:** Under the provisions of Section 321.255 and 321.236 (1C)(6) of the 2013 Code of Iowa, the Board of Supervisors and County Engineer are empowered to designate the location and erection of stop and yield signs. The permanent installation of these signs is recommended by the county engineer to improve intersection safety.

**FINANCIAL IMPACT:** Minimal impact to county budget. We have a line item for sign installation. The cost of the signs, posts and installation is about \$150 per sign.

**RECOMMENDATION:** Recommend approval of resolution.

**ACTION REQUIRED/PROPOSED MOTION:** Motion to approve the resolutions to establish a stop sign and a yield sign at the intersection of Cass Avenue and 320<sup>th</sup> Street.

**WOODBURY COUNTY, IOWA**

**RESOLUTION FOR THE ESTABLISHMENT OF A STOP SIGN AT THE INTERSECTION OF  
320<sup>th</sup> STREET AND CASS AVENUE**

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

WHEREAS, under the provisions of Section 321.255 and 321.236 (1C)(6) of the 2013 Code of Iowa, the Board of Supervisors and County Engineer are empowered to designate the location and erection of stop signs,

AND WHEREAS, the County Board and County Engineer may designate certain roads as through roads with the erection of stop signs at specified locations furnishing access thereto or designation of any intersection as a stop intersection and erect like signs at one or more locations of access to such intersections.

AND WHEREAS, traffic through the intersection discussed herein have changed due to the establishment of a detour of 310<sup>th</sup> Street thus increasing traffic and the growth and maturation of windbreak trees at the corner,

AND WHEREAS, there are currently no signs controlling traffic at the intersections,

AND WHEREAS, with the increased level of traffic at the intersections of the routes, it is deemed a safety hazard to allow the traffic to move without some control of traffic movement,

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Woodbury County on this 1<sup>st</sup> day of September, 2015, recognize as official the location of a stop sign at the intersections described below:

1. Located at the intersection of 320<sup>th</sup> Street and Cass Avenue, causing traffic travelling west on 320<sup>th</sup> Street to come to a complete stop.

Woodbury County Board of Supervisors

\_\_\_\_\_  
Mark Monson, Chairman

Recommended:

\_\_\_\_\_  
Larry Clausen, Member

\_\_\_\_\_  
Woodbury County Engineer

\_\_\_\_\_  
Jackie Smith, Member

Attest:

\_\_\_\_\_  
Jeremy Taylor, Member

\_\_\_\_\_  
Woodbury County Auditor

\_\_\_\_\_  
Matthew Ung, Member

**WOODBURY COUNTY, IOWA**

**RESOLUTION FOR THE ESTABLISHMENT OF A YIELD SIGN AT THE INTERSECTION OF  
320<sup>th</sup> STREET AND CASS AVENUE**

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

WHEREAS, under the provisions of Section 321.255 and 321.236 (1C)(6) of the 2013 Code of Iowa, the Board of Supervisors and County Engineer are empowered to designate the location and erection of stop signs,

AND WHEREAS, the County Board and County Engineer may designate certain roads as through roads with the erection of stop or yield signs at specified locations furnishing access thereto or designation of any intersection as a stop or yield intersection and erect like signs at one or more locations of access to such intersections.

AND WHEREAS, traffic through the intersection discussed herein has changed due to the establishment of a detour of 310<sup>th</sup> Street thus increasing traffic on Cass Avenue and due the seasonal growth of crops at the subject intersection,

AND WHEREAS, there are currently no signs controlling traffic at the intersections,

AND WHEREAS, with the increased level of traffic at the intersections of the routes, it is deemed a safety hazard to allow the traffic to move without some control of traffic movement,

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Woodbury County on this 1<sup>st</sup> day of September, 2015, recognize as official the location of a yield sign at the intersections described below:

1. Located at the intersection of 320<sup>th</sup> Street and Cass Avenue, causing traffic travelling east on 320<sup>th</sup> Street to be directed to yield to traffic on Cass Avenue.

Woodbury County Board of Supervisors

\_\_\_\_\_  
Mark Monson, Chairman

Recommended:

\_\_\_\_\_  
Larry Clausen, Member

\_\_\_\_\_  
Woodbury County Engineer

\_\_\_\_\_  
Jackie Smith, Member

Attest:

\_\_\_\_\_  
Jeremy Taylor, Member

\_\_\_\_\_  
Woodbury County Auditor

\_\_\_\_\_  
Matthew Ung, Member

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

# 13

Date: 08.25.2015

Weekly Agenda Date: 09.01.2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: SHERIFF DAVE DREW

SUBJECT: 28E AGREEMENT BETWEEN WOODBURY COUNTY, IOWA AND THE CITY OF ANTHON, IOWA FOR LAW ENFORCEMENT SERVICES

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**WORDING FOR AGENDA ITEM:** 28E AGREEMENT BETWEEN WOODBURY COUNTY, IOWA AND THE CITY OF ANTHON, IOWA FOR LAW ENFORCEMENT SERVICES.

**EXECUTIVE SUMMARY:** N/A

**BACKGROUND:** WOODBURY COUNTY CURRENTLY HAS 28E AGREEMENTS WITH TEN OTHER MUNICIPALITIES WITHIN WOODBURY COUNTY.

**FINANCIAL IMPACT:** NONE.

**RECOMMENDATION:** MOTION AND APPROVAL TO SIGN THE AGREEMENT.

**ACTION REQUIRED / PROPOSED MOTION:** SIGN THE 28E AGREEMENT FOR THE PURPOSE OF PROVIDING WOODBURY COUNTY LAW ENFORCEMENT SERVICES WITHIN THE CITY OF ANTHON, IOWA.

*Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.*

**28E AGREEMENT BETWEEN WOODBURY COUNTY, IOWA AND THE CITY OF ANTHON, IOWA  
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES**

This Contract is made and entered into the 11<sup>th</sup> day of May, 2015, by and between the County of Woodbury hereinafter referred to as "County" and the City of Anthon, Iowa, hereinafter referred to as "Municipality."

The Municipality desires to contract for Law Enforcement Services with the County. The County is agreeable to rendering such services on terms and conditions hereinafter set forth.

In consideration of the mutual promises contained herein, it is agreed as follows:

The County agrees through the Sheriff of the County to provide police protection within the corporate limits of the Municipality, which services shall encompass the duties and functions of the type customarily rendered by professional law enforcement officers including the enforcement of State Statutes and Municipal Ordinances, all criminal investigations and patrol coverage of the Municipality at intermittent intervals.

It is agreed that the Municipality will share the services of the Woodbury County Sheriff's Office with other Municipalities in Woodbury County. Deputies shall, when applicable, file charges under Municipal Ordinances, but if the town has no ordinance, then the deputy may file a under the applicable State Statute. When a charge is filed under a Municipal Ordinance, the deputy will appear to testify as a witness at the hourly rate agreed to in this contract and the Municipality will provide legal counsel for prosecution of Municipal Ordinances. The Municipality agrees to pay any and all incidental fees, such as but not limited to, towing bills and dog transportation and kenneling charges, incurred in the normal course of law enforcement activities. It is understood that the Sheriff does not have means by which to hold or transport animals

The Sheriff or his designee shall meet with designated representatives of the Municipality to review the logs and work of Sheriffs Deputies in the Municipality. The Sheriff's Office shall make reports to the designated representative of the council which reports shall include a summary of the enforcement activity conducted by the Sheriff's Office within the Municipality, summary of the reported criminal activity within the Municipality and the interim reports on other matters not considered routine criminal activities. Any complaints, requests, questions about or discretionary police matters shall be directed to the Sheriff. Services provided shall be administered and supervised by the Woodbury County Sheriff.

The number of hours may be increased or decreased, with adjustments being made for the cost of said service by mutual agreement of the parties.

The discipline of deputies, matters of performance of services and of personnel so employed shall remain with the Sheriff.

To facilitate the performance of said functions it is hereby agreed that the County shall have full cooperation and assistance from the municipality, its officers, agents and employees. The County agrees to supply a car, equipment, radio and deputy's equipment during the period of this agreement. During the course of this agreement and upon termination of this agreement, all equipment, cars, radios and deputy equipment shall remain property of the Woodbury County Sheriff.

The Municipality shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation for any County personnel performing services herein for said Municipality or any liability other than provided for under the contract. County personnel performing the services rendered pursuant to this agreement shall remain the employees of the County and shall not be considered employees of the Municipality. The County shall maintain workers compensation insurance as required by law.

Woodbury County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of said Municipality or officers or employees, thereof, and said Municipality shall defend, indemnify and hold harmless Woodbury County and its officers and employees against any claim for damages resulting there from.

The Municipality shall not be responsible for any act, injury or damage arising out of the performance of this contract by Woodbury County and in case claim is made by any third party, the County shall defend, indemnify and hold harmless the Municipality.

Payment for hours of service described in said contract: the Municipality agrees to pay the County on a quarterly basis the sum of \$35.00 per hour for only the hours of service performed at the request of the designated representative of the Municipality, up to a maximum of three (3) hours per month. All checks shall be made payable to Woodbury County, Iowa, and delivered to the Woodbury County Sheriff.

It is contemplated that this contract shall become effective on July 1, 2015 and shall run a period of 12 months with the option of being renewable for successive periods not to exceed twelve months. The Municipality shall notify the Woodbury County Sheriff sixty days prior to the expiration of said contract in writing that it wishes to renew the same contract, make changes to the contract or discontinue said contract. County may also discontinue or request changes to the contract at the end of a contract term by giving written notice to Municipality sixty days prior to the end of a contract term. If either party gives notice of proposed changes to this agreement as provided above, this agreement will not be renewed unless the parties reach a mutual agreement concerning the proposed changes. This contract shall be construed in accordance with the laws of the state of Iowa.

This document contains the parties' entire agreement. Any modifications shall be in writing, signed by the parties and ratified by the respective governing bodies in accordance with the requirements of Iowa law. This contract will not become effective until each of the parties' governing bodies has formally ratified it. Either party may terminate this contract by providing sixty days written notice to the other. In the event of termination the Municipality shall continue to make payments hereunder until the effective date of the termination.

County and Municipality certifies that the foregoing Agreement was duly adopted by their respective bodies in accordance with Iowa law:

Woodbury County, Iowa

City of Anthon, Iowa

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

By: Alan Pichow

Chairman, Board of Supervisors

Mayor

Attest: \_\_\_\_\_

Attest: Rush A. Smith

County Auditor

City Clerk

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

Woodbury County Sheriff

#14a

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ**

Date: August 24, 2015

Weekly Agenda Date: September 1, 2015

DEPARTMENT HEAD / CITIZEN: <u>Supervisor Jeremy Taylor</u>		
SUBJECT: <b>True Speak</b>		
<b>ACTION REQUIRED:</b>		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input checked="" type="checkbox"/>	Attachments <input type="checkbox"/>

**WORDING FOR AGENDA ITEM:** Training for Leaders, Elected Officials, and Department Heads

**EXECUTIVE SUMMARY:** "True Speak" is a program developed by Mary Jo McGrath. McGrath Succeed Leadership program provides leaders with both practical tools and transformational approaches that allow them to communicate with and lead others to excellence. Honesty, compassion, accountability, as well as due process and just cause are at the core of every process. This systematic and ethical approach moves people the dominance of individual interests to outstanding personal and organizational performance.

**BACKGROUND:** With increased accountability, evaluations, and leadership standards, the Woodbury County Board of Supervisors has a unique opportunity to give some of the best training available in the country to its leadership including elected officials and department heads. As a way to learn of best practices from other organizations, we can learn from the Sioux City Community School District. The District implements True Speak with each of its administrators and other leaders. Dr. Kim Buryanek, Associate Superintendent, has completed "Train the Trainer" and personally trains administrators.

An expert in True Speak, Dr. Buryanek will present an overview, something that she has done with Chairman Mark Monson, Supervisor Jeremy Taylor, and Human Resources Director Ed Gilliland.

Such training will contribute to a highly professional workplace, increased accountability, positivity, better communication, and an ability to provide the best services to the public (part of our core mission). Dr. Buryanek has related that Mary Jo McGrath would be interested in coming to Woodbury County to provide the training and has agreed to breaking the groups into two and providing two Day 1 trainings back-to-back and then coming back for Day 2 back-to-back training. She is also interested in holding a Train the Trainer training in Sioux City at a cost to be determined.

**FINANCIAL IMPACT:** \$12,000 for 2-day training (group rate of 30)

**RECOMMENDATION:** The Board listen to the recommendations and consider additionally having 3-4 individuals engage in "Train the Trainer."

**ACTION REQUIRED:** None at this time.

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REC**

#14b

Date: August 24, 2015

Weekly Agenda Date: September 1, 2015

DEPARTMENT HEAD / CITIZEN: <u>Supervisor Jeremy Taylor</u>		
SUBJECT: <b>Veterans Affairs</b>		
<b>ACTION REQUIRED:</b>		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input checked="" type="checkbox"/>	Attachments <input type="checkbox"/>

**WORDING FOR AGENDA ITEM:** Veterans Affairs Meeting and Event

**EXECUTIVE SUMMARY:** To increase visibility and communication with our new 5-member Veterans Affairs Commission, the Board would invite the full Board to a meet and greet for a 10-minute time-certain with coffee/treats to learn a short introduction of their service and hear about any needs / happenings from the Commission. To honor Veterans with the Woodbury County Veterans Affairs Commission as the lead, we can participate in a unique event.

**BACKGROUND:**

There is a new 5-member commission with 3 new members. It would be a great show of support to have them as historically, the Board of Supervisors has been supportive and we can continue this great tradition.

Danielle Dempster received a call from Steve Warnstadt (an Iowa National Guard Colonel, former State Senator) who was looking for a project for several boy scouts on Veteran's Day. One idea is to hold a dinner by invitation for the Korean Veterans in their database, which will be vetted by the Commission. This would be particularly poignant in that the Korean War is often called "The Forgotten War."

Woodbury County could look to make this an annual tradition and focus on another group in the future. The event could have music, an invocation, speaker, Color Guard, and incorporate the service of these Boy Scouts. We could look for sponsors, a public-private partnership, and/or look to use gaming revenue funds as well to supplement or support such an event.

FYI, Woodbury County does have a Veteran's Day ceremony each year (November 11 at 11:00 a.m.) in the Rotunda with a speaker.

**FINANCIAL IMPACT:** To be determined

**RECOMMENDATION:** That the Veterans Affairs Commission be welcomed based on their schedule at a time certain of 5:00 p.m. when their schedule works best and at a later date seek input for a recommendation from the Veterans Affairs Commission on hosting a Veteran-honoring event.

**ACTION REQUIRED:** Unanimous consent to bring back a recommendation and invite the Veterans Affairs Commission at a normally scheduled meeting.

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE**

#14C

Date: August 24, 2015

Weekly Agenda Date: September 1, 2015

DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

SUBJECT: **Energy CAP**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**WORDING FOR AGENDA ITEM:** Energy Savings / Calculations and Goals for Future Savings

**EXECUTIVE SUMMARY:** As the County Board of Supervisors engages in long-term facilities planning and potentially tonight takes its first step toward implementing lighting, Building Superintendent Kenny Schmitz mentioned at the August 18 meeting how many more opportunities exist, including getting a high-level identification of Building Automation Systems which are outdated and in many cases are not currently functional, resulting in decreased comfort levels and energy waste. Energy CAP (Cost Avoidance Program) would allow the Board to calculate and quantify how much money is saved. A future three-fold approach to energy conservation may be in order, for example: "By implementing new technologies and efficiencies, increased automation control, and advocating responsible energy conscientiousness, the County Board of Supervisors seeks to save 15% in total energy costs as calculated by Energy CAP." However, the implementation of new technologies and efficiencies can only truly be measured by such software.

**BACKGROUND:** More than 10,000 energy managers in 3,000 organizations have tracked more than \$25 billion in energy spending using EnergyCAP's specialized software. EnergyCAP is the nation's leading energy conservation software. It is in a completely web-based platform.

It makes calculations based on a baseline with adjustments made to account for variables outside an organization's control: additions/deletions of square footage; weather normalization; average unit cost changes. The Baker Group identified very high cost / sq. ft numbers in the \$1.50 to \$4.28 per sq. ft. range in our county buildings. Having such a program gives the ability to run over 300 different reports as well as quantify by a few simple clicks reports that answer such questions as to how much one is spending per commodity per fiscal year; environmental pollution reduction; per meter cost avoidance; trends and anomalies; cost avoidance percentages by the month; the identification of billing errors, and so much more. In fact, having such a tool can allow the person who generates such reports to track and discover why losses/gains are occurring.

The Sioux City Schools utilizes Energy CAP to track the usage and cost avoidance of each of its 146 meters and it has been a powerful tool in helping save 23.9% in energy cost (BATCC).

**FINANCIAL IMPACT:** To be determined

**RECOMMENDATION:** That the Building Superintendent work to submit information and a profile in coordination with Energy CAP to receive pricing and bring back a recommendation to the Board along with a plan for implementation.

**ACTION REQUIRED:** None at this time.

# WOODBURY COUNTY E911 SERVICE BOARD

Chairman Gary Merkel  
Vice-Chairman Max Dunnington  
Executive Member Jeff Redmond  
Executive Member David Amick  
Treasurer Wendi Hess  
Secretary Glenn Sedivy

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## MEETING NOTICE

**DATE:** September 9<sup>th</sup>, 2015

**TIME:** 6:30 p.m.

**PLACE:** Climbing Hill Substation

- I. Meeting called to order
- II. Approve minutes of the March 11, 2015 Regular Meeting
- III. No minutes for the May 13, 2015 meeting Quorum was not met
- IV. No minutes for the July 8<sup>th</sup> 2015 meeting Quorum was not met
- V. New Business
  - a. Approve any outstanding claims
  - b. Treasurer's Report's
  - c. Open sealed bids for NG911 phone system
  - d. Review bids and turn them over to 911 Director for review  
Bids will move into evaluation period to be awarded during  
November 11<sup>th</sup>, 2015 meeting.
  - e. Lease tower space from Long Lines for Salix Co Fire Paging
  - f. Antenna's, line and installation of the Salix Co Fire paging
- V. Open Items
- VI. Adjourn  
(Next meeting)

**NEXT REGULAR MEETING WEDNESDAY  
November 11<sup>th</sup>, 2015 @ 6:30 pm**

**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.**

**August, 2015**

<b>August 17, 2015</b>		<b>12</b>
<b>August 18, 2015</b>	<b>11</b>	<b>11</b>
<b>August 19, 2015</b>	<b>11</b>	<b>11</b>
<b>August 20, 2015</b>	<b>10</b>	<b>10</b>
<b>August 21, 2015</b>	<b>12</b>	<b>12</b>
<b>August 22, 2015</b>	<b>11</b>	<b>13</b>
<b>August 23, 2015</b>	<b>14</b>	<b>14</b>
<b>August 24, 2015</b>	<b>16</b>	

The Center averaged 12.1 residents per day during the 6:00 a.m. head count and 11.9 during the 6:00 p.m. shift for a weekly average of 12 residents per day during the above week.

Of the twelve residents detained on August 24, 2015, two or seventeen percent were identified as gang members. At this point no one is identified as hard-core members.

**Mark Olsen**



**Director**

**WCJDC**

**August 24, 2015**