

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

#9f

Date: 5-27-15

Weekly Agenda Date: 6-2-15

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dennis Butler, Board Administration

SUBJECT: Approval of Local Option Sales Tax to pay the two claims submitted by McClure Engineering Co.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Discussion and Action on L.O.S.T Funds to pay for the expenses submitted by McClure Engineering Co.

EXECUTIVE SUMMARY: McClure Engineering has submitted invoices that need to be paid. This action item is to determine the funding source for payment of the two invoices.

BACKGROUND: McClure Engineering has submitted two invoices involving two separate contracts. Contract Number 1 (Woodbury County I-29 Corridor Reinvestment Program) had allocated an estimated \$7,700 for additional meetings for the rollout of the Master Plan. The actual invoice totaled \$ 13,505 of which \$800 was for Phase 1 to complete that phase and \$12,705 was for Phase 4 which was for the rollout. The second invoice was for services rendered in connection with Contract 2 (Woodbury On-Call Engineering Services) This invoice totals \$15,342.71.

FINANCIAL IMPACT: The financial impact of this action will impact the unobligated funds in L.O.S.T. by a total of \$28,847.71. This will leave a total unobligated L.O.S.T. fund in the amount ~~\$200,103~~

"312,765"

RECOMMENDATION: I recommend approval of this request to allocate \$28,847.71 to pay for services already delivered. Furthermore invoicing for services rendered should occur on a monthly basis.

ACTION REQUIRED / PROPOSED MOTION: Motion by____, second by ____ to approve the payment of the two invoices submitted by McClure Engineering in the amount of \$28,847.71 from L.O.S.T. Funds.

Approved by Board of Supervisors March 3, 2015.



1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

April 9, 2015

Woodbury County Board of Supervisors
Dennis Butler
620 Douglas Street
Sioux City, Iowa 51101

Dear Mr. Butler,

Enclosed, please find a final invoice for work related to the *Woodbury County I-29 Corridor Reinvestment Master Plan* project. As Terry Lutz presented during the March 24 Board Meeting, we had yet to bill the County for any professional services provided since the beginning of our work under Phase 4 – Additional Meetings in our contract. Now that work has been completed, we prepared the attached invoice as a final bill to include these services.

We provided the County a budgetary number of **\$7,700** for this phase of work, which was based on an estimated 40 hours of additional work. Over the course of the last 9 months, we have determined that a total of **73** hours were incurred under this contract phase at the Board's discretion, resulting in the invoice total of **\$12,705**. In the effort of transparency, we have also enclosed a detailed list of the staff type, activity, date, and time for each of these billed hours along with the invoice, and have summarized the information below.

Terry Lutz (Senior Principal-staff type) completed **50** additional hours over the course of 8 dates from July 2014 – February 2015:

- Orton Slough Drainage District Meeting, Merville – July 25, 2014
- Master Plan Roll-Out Preparation and Conference Calls – October 7, 2014
- Master Plan Roll-Out Presentation, Sioux City Dorothy Pecaut Nature Center – October 14, 2014
- Memorandum of Understanding (Sioux City, Sergeant Bluff, Salix, and Woodbury County) Conference Call – November 3, 2014
- Draft Master Plan Presentation with Jeremy Taylor, Matthew Ung, and Chris McGowan, Sioux City – December 10, 2014
- Mayor's Meeting (Bob Scott, Jon Winkel, Linda Cox, Mark Monson, and Chris McGowan), Sioux City – January 21, 2015
- Final Master Plan Roll-Out Meetings, Sioux City and Sergeant Bluff – January 27, 2015
- Final Master Plan Roll-Out Meeting, Salix – February 18, 2015



McCLURE™
ENGINEERING CO

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In addition, Alex Potter (Staff Engineer-staff type) completed 21 additional hours over the same period, assisting Terry in preparing for meetings and accompanying him to several meetings as indicated on the detailed billing document. Michael Washburn (Project Manager-staff type) also completed 2 additional hours under this contract phase by attending the Final Master Plan Roll-Out Meeting in Salix on February 18.

If you have any questions or would like clarification on any of these items, please do not hesitate to contact myself or Terry Lutz via phone call or email. We have truly enjoyed assisting the County through the master planning process. We are excited to grow our relationship together and help facilitate economic development in Woodbury County in whatever way we can going forward.

Sincerely,

Alex Potter, E.I.
Staff Engineer

cc: Mark Monson – Chairman, Board of Supervisors
File



Woodbury County
620 Douglas St.
Sioux City, IA 51101

March 31, 2015
Project No: 2613001-00
Invoice No: 9635

Project 2613001-00 Woodbury County I-29 Corridor Reinvestment Program

Professional Services from March 01, 2015 to March 28, 2015

Phase 1. Master Planning Services

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Master Planning Services	38,700.00	100.00	38,700.00	38,700.00	0.00
Capital Investment Plan	7,700.00	100.00	7,700.00	7,315.00	385.00
Master Planning Workbook	8,300.00	100.00	8,300.00	7,885.00	415.00
Total Fee	54,700.00		54,700.00	53,900.00	800.00
Total Fee					800.00
Total this Phase					\$800.00

Phase 4. Additional Meetings as directed by Owner

	Hours	Rate	Amount
Senior Principal	50.00	200.00	10,000.00
Project Manager	2.00	145.00	290.00
Staff Engineer	21.00	115.00	2,415.00
Totals	73.00		12,705.00
Total Labor			12,705.00
Total this Phase			\$12,705.00
Total Due this Invoice			\$13,505.00

WBY 2613001-00

Phase 4.0 - Additional Meetings (T&M)

	Date	Hours	Rate	Extension
Senior Principal				
Orton Slough Drainage Meeting	7/25/2014	6.00	\$ 200.00	\$ 1,200.00
Master Plan Roll-Out	10/7/2014	6.00	\$ 200.00	\$ 1,200.00
Nature Center Presentation & Follow-Up	10/14/2014	12.00	\$ 200.00	\$ 2,400.00
Memorandum of Understanding Conference Call	11/3/2014	1.00	\$ 200.00	\$ 200.00
Meeting with New Supervisors	12/10/2014	6.00	\$ 200.00	\$ 1,200.00
Meeting with Sergeant Bluff Mayor, Sioux City Mayor, Board of Supervisors	1/21/2015	7.00	\$ 200.00	\$ 1,400.00
Final Report Roll-Out to Cities	1/27/2015	6.00	\$ 200.00	\$ 1,200.00
Meeting with Salix Mayor, Councilman, and Staff	2/18/2015	6.00	\$ 200.00	\$ 1,200.00
	SUBTOTAL	-	50.00	\$ 200.00
				\$ 10,000.00
Staff Engineer				
Orton Slough Drainage Meeting Preparation	7/21/2014	0.50	\$ 115.00	\$ 57.50
Nature Center Presentation	10/14/2014	7.50	\$ 115.00	\$ 862.50
Memorandum of Understanding Conference Call	11/3/2014	1.00	\$ 115.00	\$ 115.00
Final Report Roll-Out to Cities	1/27/2015	6.00	\$ 115.00	\$ 690.00
Meeting with Salix Mayor, Councilman, and Staff	2/18/2015	6.00	\$ 115.00	\$ 690.00
	SUBTOTAL	-	21.00	\$ 115.00
				\$ 2,415.00
Project Manager				
Meeting with Salix Mayor, Councilman, and Staff	2/18/2015	2.00	\$ 145.00	\$ 290.00
	SUBTOTAL	-	2.00	\$ 145.00
				\$ 290.00
			TOTAL	\$ 12,705.00



Mark Monson
 Woodbury County
 620 Douglas St.
 Sioux City, IA 51101

March 31, 2015
 Project No: 2315001-00
 Invoice No: 9636

Project 2315001-00 Woodbury County On-Call Engineering Services
Professional Services from January 27, 2015 to March 28, 2015

Phase	A.	General				
			Hours	Rate	Amount	
			Senior Principal	36.00	195.00	7,020.00
			Project Manager	13.00	145.00	1,885.00
			Staff Engineer	37.00	98.00	3,626.00
			Totals	86.00		12,531.00
			Total Labor			12,531.00
Reimbursable Expenses						
			Vehicle Expenses		122.71	
			Total Reimbursables		122.71	122.71
			Total this Phase			\$12,653.71

Phase	C.	Capital Investment Plan Management				
			Hours	Rate	Amount	
			Senior Principal	6.00	195.00	1,170.00
			Staff Engineer	7.50	98.00	735.00
			Totals	13.50		1,905.00
			Total Labor			1,905.00
			Total this Phase			\$1,905.00

Phase	D.	TIF-Eligible Project Review				
			Hours	Rate	Amount	
			Staff Engineer	4.00	98.00	392.00
			Totals	4.00		392.00
			Total Labor			392.00
			Total this Phase			\$392.00

Phase	E.	LPURA/TIF District Assistance			

	Hours	Rate	Amount	
Staff Engineer	4.00	98.00	392.00	
Totals	4.00		392.00	
Total Labor				392.00
		Total this Phase		\$392.00
		Total Due this Invoice		\$15,342.71

WBY 2315001-00

Phase A - General

	Date	Hours	Rate	Extension
Senior Principal				
IJR Facilitation	1/27/2015	3.00	\$ 195.00	\$ 585.00
Sergeant Bluff Meeting - Dogwood Trail Project	2/18/2015	6.00	\$ 195.00	\$ 1,170.00
Salix Strategy Follow-Up - Mark Monson, Linda Cox, Doug Gross	2/19/2015	6.00	\$ 195.00	\$ 1,170.00
Board of Supervisors Meeting	3/3/2015	6.00	\$ 195.00	\$ 1,170.00
CF Industries Meeting	3/5/2015	8.00	\$ 195.00	\$ 1,560.00
Board of Supervisors Meeting	3/24/2015	7.00	\$ 195.00	\$ 1,365.00
	SUBTOTAL	-	36.00	\$ 195.00

Staff Engineer

IJR Facilitation	1/27/2015	3.00	\$ 98.00	\$ 294.00
Sergeant Bluff Meeting - Dogwood Trail Project	2/18/2015	6.00	\$ 98.00	\$ 588.00
Sergeant Bluff TIF Use Application Assistance	2/22/2015	4.00	\$ 98.00	\$ 392.00
CF Industries Meeting Prep	3/2/2015	5.00	\$ 98.00	\$ 490.00
CF Industries Meeting	3/5/2015	8.00	\$ 98.00	\$ 784.00
CF Industries Meeting Recap	3/6/2015	1.00	\$ 98.00	\$ 98.00
Correspondence with Mark Monson, Bob Josten	3/9/2015	1.00	\$ 98.00	\$ 98.00
Salix Urban Renewal Agreement Review	3/12/2015	1.50	\$ 98.00	\$ 147.00
Board of Supervisors Meeting Coordination	3/17/2015	0.50	\$ 98.00	\$ 49.00
Board of Supervisors Meeting	3/24/2015	7.00	\$ 98.00	\$ 686.00
	SUBTOTAL	-	37.00	\$ 98.00

Project Manager

Sergeant Bluff Meeting - Dogwood Trail Project	2/18/2015	2.00	\$ 145.00	\$ 290.00
CF Industries Meeting	3/5/2015	8.00	\$ 145	\$ 1,160.00
Board of Supervisors Meeting	3/24/2015	3.00	\$ 145.00	\$ 435.00
	SUBTOTAL	-	13.00	\$ 98.00

TOTAL FOR THIS PHASE \$ 12,531.00

Phase B - Public Relations

Date Hours Rate Extension

TOTAL FOR THIS PHASE \$ -

Phase C - Capital Investment Plan Management

	Date	Hours	Rate	Extension
Senior Principal				
Board of Supervisors Meeting Coordination	3/17/2015	1.00	\$ 195.00	\$ 195.00
Conference Call with Bob Josten (Salix)	3/19/2015	1.50	\$ 195.00	\$ 292.50
Discussion with Mark Monson on Master Plan Roll-Out	3/19/2015	0.50	\$ 195.00	\$ 97.50
Follow-Up with Mark Monson	3/20/2015	1.00	\$ 195.00	\$ 195.00
Board of Supervisors Meeting Preparation	3/23/2015	2.00	\$ 195.00	\$ 390.00
	SUBTOTAL	-	6.00	\$ 195.00

Staff Engineer

Conference Call with Bob Josten (Salix)	3/19/2015	1.50	\$ 98.00	\$ 147.00
CIP Updates	3/20/2015	2.00	\$ 98.00	\$ 196.00
CIP Updates	3/23/2015	2.00	\$ 98.00	\$ 196.00
CIP Updates	3/24/2015	2.00	\$ 98.00	\$ 196.00
	SUBTOTAL	-	7.50	\$ 98.00

TOTAL FOR THIS PHASE \$ 1,905.00

Phase D - TIF Eligible Project Review

	Date	Hours	Rate	Extension
Staff Engineer				
Sergeant Bluff Dogwood Trail - County Staff Discussions	3/10/2015	3.00	\$ 98.00	\$ 294.00
Sergeant Bluff Dogwood Trail - David Gleiser Meeting	3/20/2015	1.00	\$ 98.00	\$ 98.00
	SUBTOTAL	-	4.00	\$ 98.00

TOTAL FOR THIS PHASE \$ 392.00

Phase E - LPURA/TIF District Assistance
Staff Engineer

	Date	Hours	Rate	Extension
Modifications to Urban Renewal Area Map	3/26/2016	4.00	\$ 98.00	\$ 392.00
SUBTOTAL	-	4.00	\$ 98.00	\$ 392.00

TOTAL FOR THIS PHASE \$ 392.00

TOTAL FOR THIS BILLING PERIOD \$ 15,220.00

Expenses

Rental Car	3/3/2015		\$	57.25
Rental Car	3/5/2015		\$	65.46
			\$	122.71

GRAND TOTAL \$ 15,342.71

Project No.
 Project Name: I-29 Corridor Reinvestment Program
 Project Manager: Terry J. Lutz, P.E.

Master Planning and Preliminary Engineering Agreement for Professional Services

This Agreement, is made on the _____ day of April, 2014, by and between **McClure Engineering Company, of Clive, Iowa** (herein referred to as "**Consultant**"); and **Woodbury County, Iowa** (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, or hourly rates as depicted in Exhibit 'A', and the terms and conditions outlined in this Agreement. The Project shall be described as:

I-29 Corridor Reinvestment Program

1. **The Study Area** includes approximately the area depicted as "Planning Area", per *Exhibit 'B'*.
2. The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. *(See Exhibit 'C' for Owner's Responsibilities).*
3. The **Consultant** shall provide the services marked "included" as follows:

ITEM	INCLUDED	NOT INCLUDED
PART 1. MASTER PLANNING SERVICES		
1.1 Meetings / Consultation		
1. Initial Meeting with Owner to review project objectives.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Information Gathering – following to be provided by: <ul style="list-style-type: none"> • Define Planning Area • Land Owner Names • Century Farms • Current Land Uses 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Coordinate the formation of a Planning Committee that may include the following: <ul style="list-style-type: none"> a. Woodbury County b. City of Salix c. City of Sergeant Bluff d. City of Sioux City e. The Siouxland Initiative f. Affected Land Owners g. Business Owners 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Conduct Project Planning Workshops including: <ul style="list-style-type: none"> a. 2 Meetings with City of Salix Elected Officials and Staff b. 2 Meetings with City of Sergeant Bluff Elected Officials and Staff c. 2 Meetings with City of Sioux City Elected Officials and Staff d. 2 Joint Planning Committee Meetings 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.2 Conceptual Land Use Plan		
1. Prepare a Base Map of the subject properties.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Conduct a kick-off meeting with the Owner to discuss the Land Use Objectives. <ul style="list-style-type: none"> • Traffic Circulation including public transportation corridors. • Mixed uses interaction (industrial, commercial office, flex, and retail). • Infrastructure Considerations. • Rail Access. • Airport Access. • Grading and Storm Water Detention Considerations. • Other accessory or ancillary uses supportive of the principal permitted uses. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Prepare a Preliminary Conceptual Master Plan including: <ul style="list-style-type: none"> • Roadway Alignments • Rail Corridors • Mixed Land Uses • Utility Service Concepts 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Present the Preliminary Conceptual Master Plan to Owner and committee for review and comments.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Revise the Preliminary Conceptual Master Plan as directed and deliver final product to Owner.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Present the Preliminary Conceptual Master Plan approved by Owner to City or County having jurisdiction, for their review and comment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PART 2. CAPITAL INVESTMENT PLAN (CIP)

2.1 Ten (10) Year Capital Investment Plan (10 yr. CIP)

- | | | |
|--|-------------------------------------|--------------------------|
| 1. Review areas of highest growth potential. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Prioritize capital improvements to provide service to highest growth areas that will yield the highest return on investment. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Review internal funding alternatives and revenues <ul style="list-style-type: none"> • General taxes • Utility fees • Tax increment financing (TIF) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Review outside funding alternatives; <ul style="list-style-type: none"> • Rise, revitalizing Iowa's sound economy • Stp, surface transportation program • IDED, Iowa department of economic development • SRF, state revolving fund • Red, rural economic development • Others as may be applicable | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Match funding sources with capital improvement projects | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Develop a ten (10) year capital improvement plan (CIP) ranging projects from highest priority to lowest | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

2.2 Ten (10) Year Financial Model

- | | | |
|---|-------------------------------------|--------------------------|
| 1. Review the county's taxable valuation | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Review county's indebtedness | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Review county's current tax levy | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Review tax levies of surrounding counties extending 100 miles from Woodbury County | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Develop a tax levy comparison worksheet to determine how Woodbury compares to surrounding areas on overall tax levy | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Review the urban renewal areas established in Woodbury County and depict on an "urban renewal area" plan map | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Estimate new taxable valuations the county anticipates in the ten (10) year planning period and estimate the potential incremental tax revenues that may be captured for capital investments and/or other uses | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Based on the capital improvement needs identified in the ten (10) year CIP, and a review of potential outside funding sources (loans, grants, etc.) Develop a financial model illustrating how tax increment financing (TIF) revenue from all urban renewal, (TIF) districts may be used to finance various capital projects | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Based on the new tax revenues anticipated from new private sector investments, review and develop options for allowing a portion of that new tax revenue to be used for property tax relief | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Develop a financial model that will illustrate how the Woodbury County tax levy can remain competitive with the surrounding states and counties while making sound capital investments to encourage more private sector investments in the region to grow the tax base | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Develop a tax increment financing (TIF) policy that outlines the county's intent on the use of TIF. This policy may be used in discussion for schools and other entities that share in property tax revenues | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

PART 3. MASTER PLANNING WORKBOOK			
3.1	Master Planning Workbook Upon Completion of the Master Planning a Master Planning Workbook will be created and provided to the Owner in hard copy, 11" by 17" format and PDF. The workbook will contain the following:		
	1. Final Land Use Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. Roadway Master Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	3. Water Service Master Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	4. Sanitary Sewer Service Master Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	5. Storm Water Master Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	6. Electric Service Master Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	7. Gas Service Master Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	8. Telecommunication Service Master Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	9. Ten (10) year Capital Improvement Plan (10 year CIP)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	10. Ten (10) year Financial Model		
PART 4. ADDITIONAL MEETINGS			
4.1	Additional meetings / consultations with government agencies, the public, or other organizations outside the scope of this agreement, but required to move the project forward will be billed on a time and materials basis. An estimated 40 hours of this work is included in the project budget but will only be used if authorized by the Owner .	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4. Payment to the **Consultant** shall be made on a monthly basis, within 30 days of invoice for work completed to date, as per the following basis:

	Fixed Fee or T&M	Included	Not Included
Part 1 - Master Planning Services	\$38,700	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Part 2 - Capital Investment Plan	\$7,700	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Part 3 - Master Planning Workbook	\$8,300	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Part 4 - Additional Meetings as directed by the Owner	T&M est. \$7,700	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Source: L.O.S.T. (bracketed next to Part 2 and Part 3)
Source needed (under Part 4)

* T&M = Time and Materials
* TBD = To Be Determined

- Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the **OWNER** fails to make monthly payments due the **CONSULTANT**, the **CONSULTANT** may, after giving (7) days written notice to the **OWNER**, suspend services under this agreement.
- This Agreement represents the entire and integrated agreement between the **OWNER** and the **CONSULTANT** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **CONSULTANT**.
- Special Considerations: The limit of liability per the terms and conditions shall be waived for this contract. The Consultant shall carry \$1,000,000 of professional liability insurance.



	Included	Not Included
Exhibit 'A' Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B' Study Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C' Owner's Responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>

OWNER: Woodbury County, Iowa

Engineer: McClure Engineering Company

By: George W. Popkin
 Title: Chairman

Signed: [Signature]
 Title: President

EXHIBIT 'A'

McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective through December 31, 2014)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative Assistant (AA)	\$55.00
Engineer II (E-II).....	\$115.00
Engineer I (E-I)	\$145.00
Principal.....	\$165.00
Senior Principal	\$200.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage.....	\$0.75/Mile
Automobile Mileage	\$0.55/Mile
Plans	\$0.12/Sq. Ft.
Vellums.....	\$0.50/Sq. Ft.
Out-of-Pocket Expenses (Meals, Hotels, etc.)	At Cost + 10%
Large Format Color Prints.....	\$5.00/Sq. Ft



EXHIBIT 'B' MASTER PLANNING AREA

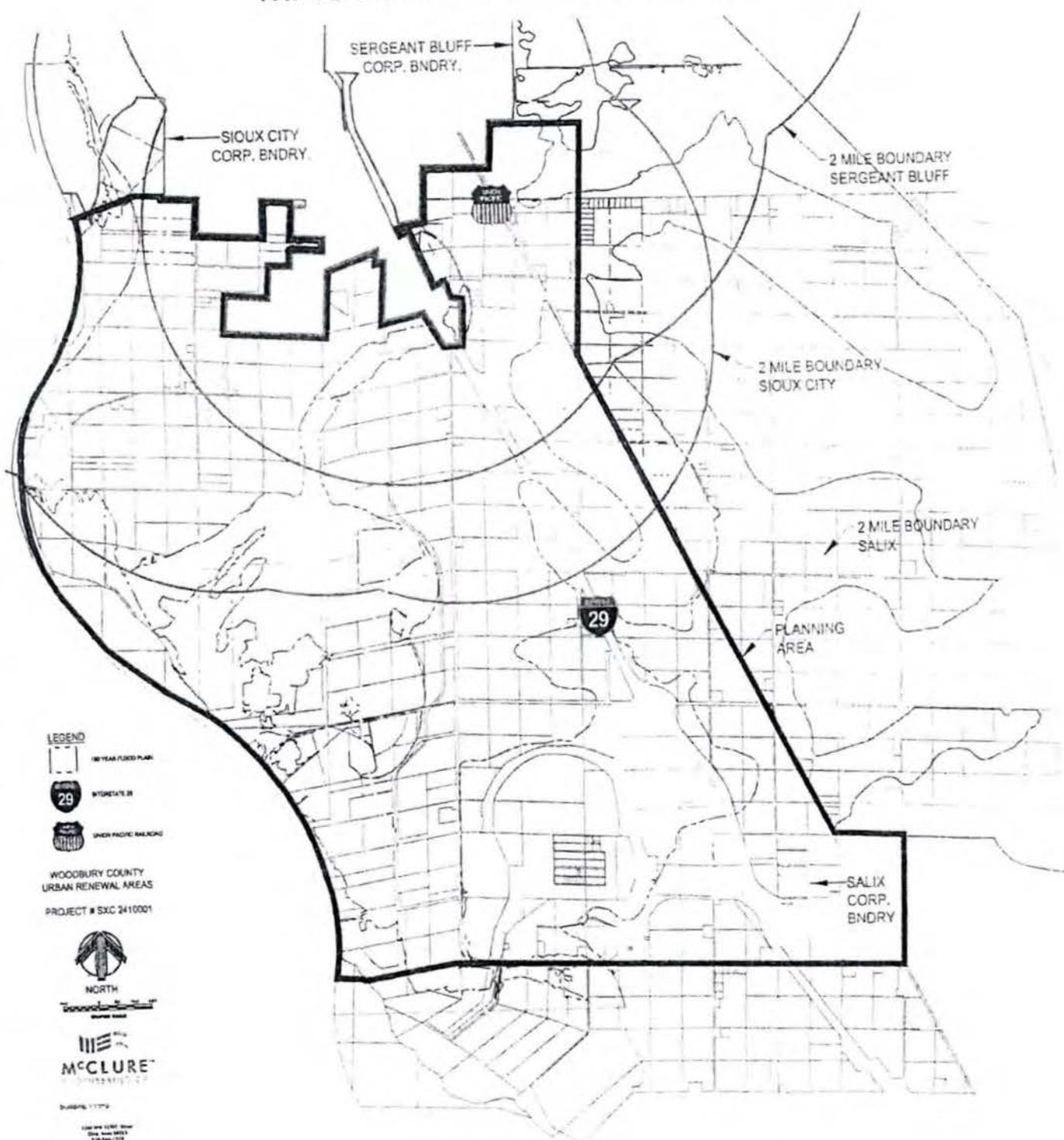


EXHIBIT 'C'

OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of the CONSULTANT.

1. Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to CONSULTANT'S services for the project.
2. Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
3. Assist CONSULTANT by placing at CONSULTANT'S disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary completion of the Project.
7. Attend the Prebid Conference, Bid opening, Preconstruction Conferences, Construction Progress Meetings and other job related meetings and Substantial Completion Inspection and Final Payment Inspection.
8. Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT'S services, or any defect or non-conformance in the work of any Contractor.
9. Pay invoices for services rendered on time.

Project No. 2215004-00
Project Name: Woodbury County On-Call Engineering Services
Project Manager: Terry J. Lutz, P.E.

AGREEMENT
FOR ON-CALL
CONSULTING AND ENGINEERING SERVICES

THIS IS AN AGREEMENT made as of the 3rd day of MARCH 2015 between *Woodbury County, Iowa* (hereinafter referred to as "OWNER"), and *McClure Engineering Company, Sioux City, Iowa* (hereinafter referred to as "ENGINEER"), to provide "On-Call" General Engineering and Consulting Services, at the request and approval of the OWNER.

This Agreement is subject to the terms and conditions attached to this document and the following:

1. OWNER intends to retain ENGINEER for on-call Consulting and Engineering services to represent OWNER'S interest and provide guidance in helping the OWNER construct infrastructure improvement programs consistent with the *Envision 2050 Master Plan*. ENGINEER shall provide various services at the OWNER'S request regarding engineering consultation, project development, cost sharing strategies with other entities, and project management duties.
2. Both parties understand all of the *scope of services, duties, and fees* cannot be foreseen at this time. Both parties agree to negotiate in good faith for both the scope of work and fees as specific duties arise to help both parties receive fair value for the services provided. When requested by the OWNER to provide services, the ENGINEER will log time associated with the work and bill for the work accordingly.
3. OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by the ENGINEER and the payment for those services by OWNER as set forth below.
4. The OWNER shall provide information, which shall set forth the OWNER'S objectives, schedule, constraints, budget with reasonable contingencies, and other applicable criteria. (See Exhibit 'B' for OWNER'S Responsibilities).
5. The ENGINEER shall review the OWNER'S request for services, program the work required, and prepare documents for the OWNER'S approval. A listing of the types of work anticipated are included but not limited to the following:

ITEM	INCLUDED	NOT INCLUDED
A. General		
- Provide day-to-day consulting services as requested by Owner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Meet with appropriate entities to represent Owner's interest in program development as required to complete tasks as requested	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. Public Relations		
- Present <i>Envision 2050 Master Plan</i> to interested parties as requested	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Present/discuss TIF Use Policy to interested parties as requested	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Work as extension of Owner's staff for economic development initiatives	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Attend County Board of Supervisors meetings as requested	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Capital Investment Plan (CIP) Management		
- Provide annual review and summary of LPURA TIF finances	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Assist Owner in CIP project prioritization and management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Modify CIP and TIF Financial Model as requested	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. TIF-Eligible Project Review		
- Represent Owner's interests in ongoing capital investment and economic development initiatives as requested	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Review existing infrastructure issues and provide alternatives for solutions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Evaluate and recommend applications submitted by others for the use of Owner's TIF revenues	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Provide value engineering services for proposed capital investment projects	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Assist Owner in developing infrastructure projects to drive economic activity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. Liberty Park Urban Renewal Area (LPURA)/TIF District Assistance		
- Provide technical guidance regarding modifications and amendments to LPURA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Represent Owner's interests in join TIF/Urban Renewal area creation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Facilitate negotiations between the Owner and other entities regarding cost sharing and TIF sharing development agreements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

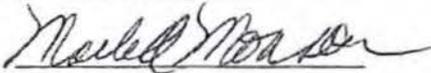
- Payment to the **ENGINEER** shall be made on a timely basis, within 30-days of invoice for work completed to date, on a time and material basis. Monthly invoices will be submitted for actual time and expenses incurred as per the rates in Exhibit 'A'. The **ENGINEER** and **OWNER** agree to negotiate an equitable adjustment to the rates in Exhibit 'A' on an annual basis subject to the approval of the **OWNER**.
- This Agreement represents the entire and integrated Agreement between the **OWNER** and **ENGINEER** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **ENGINEER**.

	INCLUDED	NOT INCLUDED
Exhibit 'A' Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B' Owner's Responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SPECIAL INSTRUCTIONS:

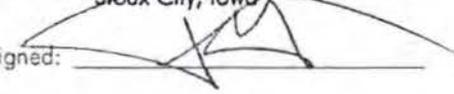
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date and year first above written.

OWNER: Woodbury County, Iowa

By: 

Title: Chairman – Board of Supervisors

Engineer: McClure Engineering Company
Sioux City, Iowa

Signed: 

Title: President

McCLURE ENGINEERING COMPANY STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The Engineer shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by Engineer in doing work on the project, shall remain the property of the Engineer. The documents prepared by the Engineer for this Project are for use solely with respect to this Project. The Engineer's Drawings, Specifications or other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Engineer. However, the parties acknowledge that all documents in final form become public documents once in the hands of the Owner, unless covered by a specific exemption to the Iowa Open Records Act - Chapter 22 of the Code of Iowa.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the Engineer.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The Engineer has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the Engineer shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its

subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete.

SHOP DRAWING REVIEW: If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS: The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

WAIVERS: The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the Engineer.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the Owner and Engineer 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 Engineer. 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 Engineer.

(Effective 10/01/11)
(Supersedes 11/01/08)

EXHIBIT 'B'

OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER.

1. Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the project.
2. Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
3. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary completion of the Project.
7. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER'S services, or any defect or non-conformance in the work of any Contractor.
8. Arrange for financing and pay for services as agreed to in this Agreement.

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(Effective 10/01/11)
(Supersedes 11/01/08)

EXHIBIT 'A'

McCLURE ENGINEERING COMPANY
 HOURLY RATE SCHEDULE
 (Effective through December 31, 2015)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative	\$60.00
Senior Administrative	\$75.00
Staff Engineer	\$98.00
Project Engineer	\$115.00
Senior Project Engineer	\$158.00
Project Manager	\$145.00
Principal	\$175.00
Senior Principal	\$195.00
Engineering Technician (ET)	\$90.00
Registered Land Surveyor	\$145.00
On-Site Representative (OSR)	\$80.00
Senior On-Site Representative (OSR)	\$90.00
Crew Chief (CC)	\$85.00
Crew Member (CM)	\$70.00
Intern Crew Member	\$55.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.75/Mile
Automobile Mileage	\$0.55/Mile
Plans	\$0.12/Sq. Ft.
Vellums	\$0.50/Sq. Ft.
Out-of-Pocket Expenses (Meals, Hotels, etc.)	At Cost + 10%
Large Format Color Prints	\$5.00/Sq. Ft