AGENDA

WOODBURY COUNTY BOARD OF SUPERVISORS

TUESDAY, NOVEMBER 4, 2014

ITEMS OF BUSINESS

10:00 a.m.	1. Call Meeting to Order, Approval of Minutes of October 28, 2014, Meetings
10:02 a.m.	2. Discussion and Approval of Claims
10:03 a.m.	 3. Human Resources – Ed Gilliland a. Approval of Memorandum of Personnel Transactions b. Differential Pay for Employees of the Anthon Office of the Treasurer's Department Discussion and Action c. Dental Insurance Renewal, Discussion and Action
10:10 a.m.	 Board Administration/Public Bidder – Karen James Re: Approval of Resolution for Notice of Property Sale
10:11 a.m.	 Dave Drew – County Sheriff Re: Discussion and Action Regarding the CBM Managed Services Contract for the County Jail
10:15 a.m.	 6. Secondary Roads – Mark Nahra a. Consider Approval of Contract and Bond for Project No. P.C.C. Patching 2014 b. Consider Approval of Contract and Bond for Project No. P.C.C. & HMA Crushing 2014 c. Consider Approval of Bridge Posting Resolution d. Consider Approval of Yield Sign Resolution e. Consider Approval of Highway 20 Detour Agreement with Iowa DOT in 2016 f. Consider Approval of Highway 31 Detour Agreement with Iowa DOT in 2015
10:25 a.m.	 Hearing of any Individual/Group to Make a Presentation of Item(s) Not On the Agenda And Supervisors' Concerns
10:30 a.m.	8. General Relief Appeal Hearing for A. J. {Iowa Code Section 21.5 (1) (a)}
	Adjourn Board of Supervisors Meeting Begin Orton Slough Drainage District Trustee Meeting
10:25 a.m.	9. Approval of Minutes of October 28, 2014 Meeting
	Adjourn Orton Slough Drainage District Trustee Meeting

ADJOURNMENT

AGENDA

WOODBURY COUNTY BOARD OF SUPERVISORS TUESDAY, NOVEMBER 4, 2014

CALENDAR OF EVENTS

TUESDAY, NOV. 4	4:00 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, NOV. 5	12:00 noon	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, NOV. 6	5:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
TUESDAY, NOV. 11	10:00 a.m.	Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, NOV. 12	8:05 a.m.	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
	6:30 p.m.	911 Service Board Meeting, Public Safety Center, Climbing Hill
	8:00 p.m.	County's Mayor Association Meeting, Public Safety Center, Climbing Hill
THURSDAY, NOV. 13	7:00 p.m.	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
TUESDAY, NOV. 18	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
WEDNESDAY, NOV. 19	12:00 noon	Siouxland Economic Development Corporation Meeting, Marina Inn
THURSDAY, NOV. 20	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
MONDAY, NOV. 24	6:00 p.m.	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds,
TUESDAY, NOV. 25	2:00 p.m.	Decat Board Meeting, Western Hills AEA, Room F
MONDAY, DEC. 1	6:00 p.m.	Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, DEC. 2	4:00 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, DEC. 3	12:00 noon	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, DEC. 4	5:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park

Woodbury County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will consider reasonable accommodations for qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the Employer.

Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the lowa Civil Rights Commission at 800-457-4416 or lowa Department of Transportation's civil rights coordinator. If you need accommodations because of a disability to access the lowa Department of Transportation's services, contact the agency's affirmative action officer at 800-262-0003.

October 28, 2014 - FORTYFOURTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, October 28, 2014 at 10:00 a.m. Board members present were Boykin, Monson, Smith, and Clausen. Staff members present were Karen James, Board Administrative Coordinator, Dennis Butler, Finance/Operations Controller, Joshua Widman, Assistant County Attorney, and Patrick Gill, Auditor/Clerk to the Board.

1. The meeting was called to order.

Motion by Monson second by Smith to approve the minutes from the 10/21/14 Board meeting. Carried 4-0. Copy filed.

- Motion by Clausen second by Monson to approve the County's claims totaling \$362,593.43. Carried 4-0. Copy filed.
- 3a. Motion by Smith second by Monson to approve the separation of David Tripp, Board Member, Board of Supervisors Dept., effective 10/24/14, resignation and the appointment of Shawn McKenna, Civilian Jailer, County Sheriff Dept., effective 11/13/14, \$17.14/hour. Job Vacancy Posted 9-10-14. Entry Level Salary: \$17.14/hour. Carried 4-0. Copy filed.
- 3b. Motion by Clausen second by Smith to approve and authorize the Chairperson to sign an "Authorization to Initiate Hiring Process" for (1) P/T Courthouse Safety & Security Officer, Courthouse Safety & Security Dept., AFSCME Courthouse: \$14.96-\$16.43.hour. Carried 4-0. Copy filed.
- 3c. There was a discussion on the Health and Wellness Fair for county employees.
- There was an update on the financial condition of the Woodbury County Health Plan.
- Motion by Monson second by Smith to approve the purchase of a used roller for secondary roads. Carried 4-0.
- A public hearing was held at 10:15 a.m. for the sale of property parcel #074040 (1110 Rustin Ave.).

Then the Chairperson called on anyone wishing to be heard.

Motion by Clausen second by Monson to close the public hearing. Carried 4-0.

Motion by Clausen second by Monson to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to Carol Goulette, 1117 Helen St., Sioux City, for real estate parcel #074040 (1110 Rustin Ave.) for \$276.00 plus recording fees. Carried 4-0.

RESOLUTION OF THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA RESOLUTION #12,092

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

For the following described real estate, To Wit:

Parcel #074040

Lots Thirteen and Fourteen Block Twenty-Four Booges and Taylor Addition in the County of Woodbury and State of Iowa (1110 Rustin Street)

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said

Amount being a sum <u>LESS</u> than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

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

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

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

SO DATED this 28th Day of October, 2014. WOODBURY COUNTY BOARD OF SUPERVISORS Copy filed.

4b. Motion by Monson second by Smith to approve and authorize the Chairperson to sign a Resolution to Reclassify Farm to Market Roads Near Sergeant Bluff. Carried 4-0.

WOODBURY COUNTY FARM TO MARKET REVIEW BOARD APPLICATION RESOLUTION RESOLUTION #12,093

WHEREAS, a county may apply for modifications to its farm to market system to add or subtract mileage from its system, to accept or delete highways gained or lost through jurisdictional transfers, or to change the classification of roads within its system, and

WHEREAS, the Board of Supervisors of Woodbury County has consulted with its County Engineer and desires to modify its farm to market road system to provide continuity of intracounty and intercounty routes, to meet the needs of existing or potential traffic, to better meet land use needs, or to provide a more suitable location for a farm to market route, and

WHEREAS, application for modifications to any county's farm to market system must be made to the Farm to Market Review Board per the requirements of Code of Iowa Section 306.6,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY that this county is formally requesting that the Farm to Market Review Board approve the following modifications to its farm to market system:

Road segments proposed for addition to the farm to market system:

 Beginning approximately 250 feet NE of the intersection of Banner Road and Port Neal Road a new road on new alignment running approximately 3200 feet to the intersection of Old Highway 75 (FM Route K25) and 220th Street.

Total Mileage added to the Farm to Market System: 0.60 miles

Road segments proposed for deletion from the farm to market system:

- 1. Beginning approximately 250 feet NE of the intersection of Banner Road and Port Neal Road then north to the city limits of Sergeant Bluff: Total 0.180 miles
- Beginning at the south city limits of Sergeant Bluff, one half of the distance to the center of Section 31, T88N, R47W, 1320 feet: Total 0.125 miles

Total Mileage deleted from the Farm to Market System: 0.305 miles

Road segments proposed for deletion from the farm to market extension system:

 Beginning at the center of section 31, T88N, R47W thence north approximately 3960 feet to the intersection of Port Neal Road and 1st Street Sergeant Bluff (210th Street or D38 in Woodbury County: Total 0.750 miles

Total Mileage deleted from the farm to market extension system: 0.750 miles

The board of supervisors of Woodbury County, in lawful session this 28th day of October, 2014 hereby adopts this farm to market modification resolution. WOODBURY COUNTY BOARD OF SUPERVISORS Copy filed.

- 5b. Motion by Smith second by Monson to approve the lifting of taxes for Anthony & Debra Juarez, 2232 Isabella St., Sioux City, Parcel #894720180006. Carried 4-0. Copy filed.
- Motion by Smith second by Clausen to award the bid for 2015 Chevy 3500 Medium Duty Truck to Billion Auto for \$42,702.00. Carried 4-0. Copy filed.
- 7a. Awarding of bids for CIP Projects.
 - Motion by Smith second by Monson to award the bid for Roof for Prairie Hills to J.C. Roofing and Insulation for \$65,750.00. Carried 4-0. Copy filed.
 - Motion by Clausen second by Smith to award the bid for Remodel Bathroom for Prairie Hills to HCI Construction Company for \$32,894.00. Carried 4-0. Copy filed.
 - Motion by Clausen second by Monson to award the bid for Steps and Handrail Repair for Trosper-Hoyt to Sands Construction for \$6,068.00. Carried 4-0. Copy filed.

Motion by Smith second by Clausen to approve the reattachment of the gutters at the Prairie Hills facility. Carried 4-0.

8. The Chairperson asked if there were any individuals or groups wishing to make a presentation of items not on the agenda, or Supervisors concerns.

Sandra Nation addressed the Board about concerns with the Teen Court program.

9. There was no hearing held for S.H. to appeal a General Relief decision.

The Board adjourned the regular meeting until November 4, 2014.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: November 4, 2014

* PERSONNEL ACTION CODE:

A-	Appointment
Τ-	Transfer

- P Promotion
- **R-Reclassification** E- End of Probation
- S Separation
- D Demotion
- O Other

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Human Resources	11-16-14	Secretary	\$22.33/hour	9%=\$1.85/hr.	R	Per Wage Plan comparability with AFSCME Courthouse Contract, from Grade 5/Step 4 to Grade 5/Step 5.
County Sheriff	11-21-14	Civilian Jailer	\$17.83/hour	4%=\$.69/hr.	R	Per CWA Civilian Officers Contract agreement, from Class 3 to Class 2.
	Human Resources	DEPARTMENT DATE Human Resources 11-16-14	DEPARTMENT DATE JOB TITLE Human Resources 11-16-14 Secretary	DEPARTMENT DATE JOB TITLE REQUESTED Human Resources 11-16-14 Secretary \$22.33/hour	DEPARTMENTDATEJOB TITLEREQUESTED% INCREASEHuman Resources11-16-14Secretary\$22.33/hour9%=\$1.85/hr.	DEPARTMENT DATE JOB TITLE REQUESTED % * Human Resources 11-16-14 Secretary \$22.33/hour 9%=\$1.85/hr. R

APPROVED BY BOARD DATE:

GLORIA MOLLET, ASST. DIRECTOR:

Gioria Mallet

To:	Ed Gilliland
From:	Michael Clayton
Date:	October 28, 2014
Subject:	Differential Pay for Anthon Employees

I am requesting employees that work the Anthon office receive \$1.50 differential pay.

Employees that work in the Anthon office are required to have a strong working knowledge in all three departments of the Treasurer's office. This includes Tax, Motor Vehicle and DNR. They are also required to open and close the office, order supplies, purchase postage as needed, answer the phone, balance all three departments daily, make daily bank deposits and other jobs required to running a one person office.

This will have a nominal effect on the county budget. Annual cost should be below \$5,000.00.

Thank you for your time and consideration.

Mabul R Ctay

Michael R. Clayton Woodbury County Treasurer

WOODBURY COUNTY HUMAN RESOURCES DEPARTMENT

TO: Woodbury County Board of Supervisor

FROM: Ed Gilliland, Human Resources Director

Gloria Mollet, Human Resources Assistant Director

SUBJECT: County Employee Benefits-Dental

DATE: October 30, 2014

We ask for discussion and action on the proposed 2015 renewal for the Woodbury County Employee Dental Insurance with Delta Dental.

Thank You

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RESOLUTION #

NOTICE OF PROPERTY SALE

Parcel #228300

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

Lot Four in Block Seven, Highland Park Addition to Sioux City, in the County of Woodbury and State of Iowa (1511 Wabash Street)

NOW THEREFORE,

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

- That a public hearing on the aforesaid proposal shall be held on the 18th Day of November, 2014 at 10:15 o'clock a.m. in the meeting room of the Board of Supervisors on the first floor of the Woodbury County Courthouse.
- That said Board proposes to sell the said parcel of real estate at a public auction to be held on the 18th Day of November, 2014, immediately following the closing of the public hearing.
- That said Board proposes to sell the said real estate to the highest bidder at or above a total minimum bid of \$256.00 plus recording fees.
- 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 4th Day of November, 2014.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill Woodbury County Auditor and Recorder George W. Boykin, Chairman

REQUEST FOR MINIMUM BID

Name: Davey Waterson	Date: 251-2461 Phone: 418/14
Address: 1501 Wabash St. S1103	Phone: 418/14
Address or approximate address/location of property interested in:	
GIS # 894824481009	
*This portion to be completed by Board Administration *	
Legal Description: Lot 4 Block 7 Highland Park Addition	*
Tax Sale #/Date: 01191 / 2006	Parcel # 228300
	_ Parcer#
Tax Deeded to Woodbury County on:	
Current Assessed Value: Land 41,300 Building	Total
Approximate Delinquent Real Estate Taxes: #1,046	
Approximate Delinquent Special Assessment Taxes: 4 11,195	
*Cost of Services: 106	
Inspection to: George Boylcin Da	ate:
Minimum Bid Set by Supervisor: 956.00 Total:	\$356
Date and Time Set for Auction:	

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

(MinBidReq/MSWord)

Abeacon[™]

Date Created: 4/8/2014



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Woodbury County, IA / Sioux City

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The Schneider Corporation

Date Created: 4/8/2014





October 16, 2014

Sheriff David Drew Woodbury County Sheriff's Office 620 Douglas Street, Room 101 Woodbury County Courthouse Sioux City, Iowa 51101

Dear Sheriff Drew:

At CBM Managed Services, we highly value our partnership with you. We are looking forward to continuing a mutually beneficial business relationship. Please know that we will continue to work hard to meet your expectations.

At this time, we are enclosing the pricing structure for the contract year which begins July 1, 2015. There will be no price increase for the contract year of July 1, 2015 to July 1, 2016. Please sign and initial both copies of the enclosed Amendment to the Food Service Contract and return one copy to us in the enclosed postage-paid envelope.

Your continued satisfaction is important to us. Again, we do appreciate your business. We hope you will let us know if there is any way we can serve you better.

Sineerely,

Shane V. Sejnoha Vice President of Operations

Enclosure:

Amendment to the Contract Return Envelope

> 500 E. 52nd Street North, Sioux Falls, SD 57104 Office: 605-335-0825 Direct: 605-444-5022 Fax: 605-977-1836 www.cbmmanagedservices.com

Amendment No. 3 To Food Service Agreement Between Woodbury County and CBM Managed Services

This Amendment No. 3 (the "Amendment"), is entered into this _____ day of _____, 2014 by and between Woodbury County ("County") located at 620 Douglas Street, Room 101, Woodbury County County

WITNESSETH:

WHEREAS, COUNTY and CBM entered into a Food Service Contract (the "Agreement") dated June 1, 2012 for the management of the food service operation at Woodbury County;

WHEREAS, COUNTY and CBM amended the Agreement previously via Amendment No. 1 dated July 18, 2013 and via Amendment No. 2 dated November 22, 2013;

WHEREAS, COUNTY and CBM desire to exercise a one (1) renewal term option of the Agreement to cover the period from July 1, 2015 through June 30, 2016 ("Renewal Term") subject to the necessary appropriation of funds and renewable terms by the parties;

WHEREAS, Article 3.8, "Contract Payment", of the Agreement provides, "The Contractor and the County agree to negotiate the price per meal prior to the annual anniversary date of the contract for each remaining year of the agreement. The Contractor and the County agree that the Consumer Price Index will be the primary, but not the only, basis for price per meal negotiations.";

NOW THEREFORE, the COUNTY and CBM hereby agree to amend the Agreement as follows:

The Foregoing recitals are deemed substantive and are incorporated herein as if fully set forth.

- <u>Renewal Term</u>: COUNTY and CBM agree to renew the term of the Agreement for one (1) additional year, effective July 1, 2015 through June 30, 2016.
- 2. <u>Funding</u>: COUNTY agrees that the necessary funds as required for this Agreement have been appropriated.
- 3. <u>Cost per Meal</u>: COUNTY and CBM agree to the following cost per meal structure to be effective during the Renewal Term:

Initials 5

All Inmate Meals	Per Meal
Current Price	\$1.52
All Inmate Meals	Per Meal
CPI Adjustment 0.0%	\$1.52

 <u>Effect of Amendment:</u> Amendment No. 3 along with all previous amendments shall be attached to the original Agreement and all terms, conditions and provisions of the original Agreement and all subsequent amendments shall remain in full force and effect unless otherwise modified by this Amendment No. 3.

IN WITNESS WHEREOF, COUNTY and CBM have executed this Amendment No. 3 as of the day and year written below.

Dated this 20th day of October, 2014 2014 Dated this ____ day of __ **CBM Managed Services** Woodbury County By: Shane V. Sejnoha By: David Drew Woodbury County Sheriff Vice-President of Operations MANAGED SE Witness Witness



Woodbury County Secondary Roads Department

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

COUNTY ENGINEER Mark J. Nahra, P.E. mnahra@sioux-city.org ASSISTANT TO THE COUNTY ENGINEER Benjamin T. Kusler, E.I.T. bkusler@sioux-city.org SECRETARY Tish Brice tbrice@sioux-city.org

October 30, 2014

TO: Board of Supervisors

FROM: Mark Nahra, County Engineer

RE: Tuesday, November 4, 2014 Meeting

I am requesting the following agenda item for the Board's consideration.

- Consider approval of contract and bond for Project No. P.C.C. Patching 2014
- Consider approval of contract and bond for Project No. P.C.C. & HMA Crushing 2014
- Consider approval of bridge posting resolution
- Consider approval of yield sign resolution
- Consider approval of Highway 20 detour agreement with Iowa DOT in 2016
- Consider approval of Highway 31 detour agreement with Iowa DOT in 2015

CONTRACT

Kind	of Work P.C.C. Patching at various locations in Woodbury County	Miles 1.18 Mile	S	
Proje	ct No. P.C.C. Patching 2014	County Woodbu	iry	
	THIS AGREEMENT made and entered by and betweenW	oodbury	County, Iowa,	by its Board of Supervisor
consi	sting of the following members: <u>Larry Clausen, George W. Boykin, Ma</u>	rk Monson,		
	Jaclyn Smith, and David Tripp			Contracting Authority, and
	Ten Point Construction Company of	Denison, Iowa		. Contractor.
	WITNESSETH: That the Contractor, for and in consideration of			
Sixty	Thousand Six Hundred Sixty Two and 00/100		(\$60,6	62.00)
It	em No. Item	Quantity	Unit Price	Amount
PCC	Patching at various locations in Woodbury County	Group	p 1	
1.	Saw/Remove 322 SY PCC Replace with 322 SY 8" M-4 PCC	322.00 S.Y.	\$ 114.00	\$37,848.00
2.	Class 10 removal 147 SY PCC Replace with 147 SY 8" M-4 PCC	147.00 S.Y.	\$ 100.00	\$14,700.00
3.	Patch by Count	34 Each	\$ 71.00	\$2,414.00
4.	Mobilization	1 Lump Sum	\$ 3,200.00	\$3,200.00
5.	Traffic Control	1 Lump Sum	\$ 2,500.00	\$2,500.00

TOTAL BID

\$60,662.00

Said specifications and plans are hereby made part of and the basis of this agreement, and a true copy of said plans and specifications are now on file in the office of the County Engineer under date of ______, 2014

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

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. ____PCC Patching 2014

in <u>Woodbury</u> County, lowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

That it is further undergrood and ap	eed by the parties of this contract that the above	work shall be commenced and completed on or before	AU.
Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
		November 10, 2014	20

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

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

hereunder.

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

20_

	Contractor: Teo Point Construction Jo.
у	KA DA KR Buck
ate_	10/24/14

_ day of_

Contracting Authority: Woodbury County, Iowa

George Boykin Chairman

Date

By.

Form 181419 (05-14)

	IOWADOT
-	CONTRACTOR'S BOND

Bond Number:	929596053
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Proposal I.D.P.C.C. Patching 2014 Woodbury County:

KNOW ALL PERSONS BY THESE PRESENTS: That we. Ten Point Construction Co., Inc.

_ (hereinafter called the Principal) and Western Surety Company of Denison Iowa

- South Dakota
- (hereinafter called the Surety) are held and firmly bound unto the Woodbury County

(hereinafter called the Contracting Authority) lows, in the penal sum*

THE CONDITION OF THIS OBLIGATION IS SUCH. THAT whereas the above bounden Principal did on

the P.C.C. Patching at various locations in Woodbury County County with the Contracting Authority to perform work per the terms and specifications of the contract

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as it said contract were rectiled at length; and whereas, the principal and surelies on this bond hereby agree to pay all persons, items, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or meterials lumished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and surelles shall not be liable to said persons, firms, or corporations unless the claims of said claimante against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmiess the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- To any extension of time to the contractor in which to perform the contract. The the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an 2. extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the contractor.
- To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 3.
- percent of the total contract price, and shall then be released only as to such excess increase. That no provision of this bond or of any other contract shall be valid which limits to jess than five years from the completion of the 4. contract line right to sue on this bond for defects in work quality or material not disobvered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years. IN MITNESS WHEREOF we have been at any hands and eagle this

1 A day at

		and the second sec	Signature
	(Contracting Authority)		
This bond approved by the		ihis	day of
= 36 Soutracia w	Ic breed yound? a ren 10C ent eren	Supervisors a re Contracting	g Authority.
		Chairperso	on (Signature)
(8	loard of Supervisors of)		
This bond approved by the		County, this	day of
For contrac	ts where a County Board of Superv		
Address:	Title	1/ 4200 Univ	veršity Avenue #200e Moines, IA 50266
Ву:	By	Jill/Shaffer, Atto	ornevin-Fact
	Surety 2	DYV II	Surety
	Title	Western Sure	Title
Ву:	Ву	Presiden	KR Buck
	Principal	11/1	Principal
	norodino sol osi nanos ano	Ten Point Cons	truction Co., Inc.

The information requested will be used by the lowe Department of Transportation to determine if a contractor/ventor is bonded in the contracting authonity. This socures the IDDT and/or the State of lowe the difference into one work performed at not in accord with the contract, specifications, or plans, Persons outside the Department may occasionally request this information. Failure to provide all required information and the department of the social of the out in decial of the award of the contract

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark E Keairnes, F Melvyn Hrubetz, Greg T LaMair, Nancy D Baltutat, Patrick K Duff, Jeffrey R Baker, Jill Shaffer, Joseph I Schmit, Individually

of West Des Moines, IA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - In Unlimited Amounts - this power will remain in full force and in effect until written notification is received - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate scal to be hereto affixed on this 5th day of July, 2013.

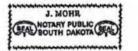
WESTERN SURETY COMPANY Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha

On this 5th day of July, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



John

CERTIFICATE

L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _ day of_



WESTERN SURETY COMPANY

L. Melson, Assistant Secretary

Form F4280-7-2012

CONTRACT

Projec	t No. PCC Concrete and HM	A Crushing 2014	County Woodbu	ry	
		le and entered by and between			by its Board of Supervise
consis		. Larry Clausen, George W. Boykin, M	and the second	and the second state of the second state of the	-2
		Tripp			Contracting Authority, a
		of			
		Contractor, for and in consideration of			
One H	lundred Eleven Thousand Five				
payab	le as set forth in the specificati	ions constituting a part of this contract, h	ereby agrees to construct in	accordance with the plan	s and specifications
		nated in the notice to bidders, the various		•	
Ite	em No.	Item	Quantity	Unit Price	Amount
	Patching at various locations in		Group		Thiodin
1.	Crushing 15,000 Ton of m	ixture of PCC Concrete and Asphalt	15,000 Ton	\$ 5.00	\$75,000.00
2.	Crushing 7,000 Ton of mi	xture of PCC Concrete and Asphalt	7,000 Ton	\$ 5.00	\$35,000.00
3.	Mobilization		1 L.S.	\$ 1800.00	\$1,800.00
	Said specifications and plans	AL BID are hereby made part of and the basis of this	agreement, and a true copy of sa	id plans and specifications a	\$111,500.00 re now on file in the office of
pecifi	Said specifications and plans ounty Engineer under date of That in consideration of the for ications the amounts set forth, subj That it is mutually understood	are hereby made part of and the basis of this	grees to pay the Contractor, pror ications. ice to bidders, the proposal, the	nptly and according to the re specifications for Project No	re now on file in the office of quirements of the
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WOODBURY COUNTY BRIDGE EMBARGO RESOLUTION

RESOLUTION NO.

WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.236 Sub. (8), 321.471 to 321.473 to prohibit the operation of vehicles or impose limitations as to the weight thereof on designated highways or highway structures under their jurisdiction, and

WHEREAS: the Woodbury County Engineer has caused to be completed the Structure Inventory and Appraisal of certain bridges according to accepted Bridge Inspection Standards and has determined that the bridges below, require revision to their current load ratings,

NOW, THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors that the following vehicle and load limit be established and that signs be placed advising of the permissible maximum weights thereof on the bridge listed herein.

Bridge No.	FHWA No.	Section Township Range	Posted Limit
C-160	355055	29-89-44	20 tons
D-42	355137	17-89-45	6 tons
G-178	053500	31-88-46	24, 35, 36 tons
L-275	353010	24-88-42	10 tons
L-92-3	352901	21-88-42	Close bridge
M-208	NA <20'	32-87-42	8 tons
M-299	351220	2-87-42	6 tons
N-206	NA <20'	23-87-43	20, 30, 40 tons
O-102	352210	28-87-44	3 tons
Q-10	352490	3-87-46	8 tons
V-84-2	350780	13-86-44	3 tons
X-116	NA <20'	31-86-42	20, 30, 35 tons

Passed and approved this 4th day of November, 2014.

Recommended:

Chairperson Woodbury County Board of Supervisors

Mark J. Nahra, P.E. Woodbury County Engineer

Attest:

Patrick Gill Woodbury County Auditor

RESOLUTION FOR THE ESTABLISHMENT OF YIELD SIGNS

RESOLUTION NO.

WHEREAS, under the provisions of Section 321.255 and 321.236 (1c) (6) of the Code of Iowa, the Board of Supervisors and County Engineer are empowered to designate the location and erection of yield signs, and

<u>WHEREAS</u>, the County Board and County Engineer may designate certain roads as through roads with the erection of stop and/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.

WHEREAS, traffic on Eastland Avenue is endangered by traffic at the intersection of 200th Street, and

WHEREAS, traffic on 190th Street is endangered by traffic at the intersection with Eastland Avenue,

<u>NOW THEREFORE BE IT RESOLVED</u>, that the Board of Supervisors of Delaware County on this 4th day of November, 2014, recognize as official the location of yield signs at the intersections described below:

- A YIELD sign at the intersection in Section 28, T88N, R45W designated as the intersection of 200th Street and Eastland Avenue, causing Westbound (200th Street) traffic to yield to traffic on Eastland Avenue.
- A YIELD sign at the intersection in Section 21, T88N, R45W designated as the intersection of 190th Street and Eastland Avenue, causing Northbound (Eastland Avenue) traffic to yield to traffic on 190th Street.

Woodbury County Board of Supervisors

Chair

Recommended:

Mark J. Nahra, Woodbury County Engineer

Attest:

Patrick F. Gill, Woodbury County Auditor

Form 810012wd 04-14



AGREEMENT FOR USE OF LOCAL AGENCY ROADS AS DETOURS

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter known as the Department; and the

WHEREAS, the Department has determined the nece		, hereinafter known	n as the Local Public Agend	CV (LPA).
	ssity to temporarily close primary high	hway US20		
rom Jct of L-21	to Wes	t Jct of IA31/Aspen	n Street and L-36	
or the purpose of construction, reconstruction, main				
WHEREAS, it is necessary to provide a detour for the	primary highway closure period; and			
WHEREAS, the LPA agrees to permit the use of its road	ade as a detour, more particularly de	ecribed as follows:		
Beginning at the intersection of US20 and L-21; then	ice south 0.5 miles on L-21 to the in	tersection of L-21	and D-22; thence east 6.2	miles on D-22
to the intersection of D-22 and IA31; thence north 0.	7 miles on IA31/Aspen St. (new rou	ite) to the intersection	ion of IA31/L-36 and US2	0
				and
WHEREAS, Authorized representatives of both the De proposed detour, after jointly inspecting said road, the condition of the roadway base, surface, shoulders and	subject of the proposed detour; said			
WHEREAS, the Department will inspect the bridge can be safely carried on these bridges and submit to only vehicles of legal weight or size. If the LPA allo shall approve the routing of overweight vehicles on	this information to the LPA for its r ows oversize or overweight loads,	eview. The LPA m It shall notify the D	ay choose to restrict deto epartment in writing. The	our traffic to
WHEREAS, the Department agrees to perform the fol	llowing pre-detour maintenance, if a	y: Detour signir	ng and paint markings, per	MUTCD
Detour improvement project NHSX-020-1(164)3H	-97 done by DOT in 2015			; and
Devices (MUTCD), as adopted by the Department pu agency road(s) and structure(s) are being utilized as a WHEREAS, Prior to revocation of the detour, the Depa to its designation as a temporary primary road, or adec period it was used as a temporary primary road, in acc	a primary road detour; and artment shall restore the local agency quately compensate the local agency	y road to as good o	ondition as it was prior ic upon the local agency ro	ad during the
WHEREAS, The detour period is estimated to begin	March 1 2016	and end	December 31, 2016	; and
The later part is counted to begin	March 1, 2016 (date)		(date)	
WHEREAS, the parties agree to the following additiona	al provisions, if any:			
NOW, THEREFORE, BE IT AGREED that the describ				
IN WITNESS WHEREOF, The parties hereto have can below indicated.	used this agreement to be executed	by proper officers the	nereunto duly authorized as	s of the dates
District Engineer	Date City	representative		Date
lowa Department of Transportation				Duio
	Print	ed name and title of	f city representative	
		ed name and title of ity representative		Date

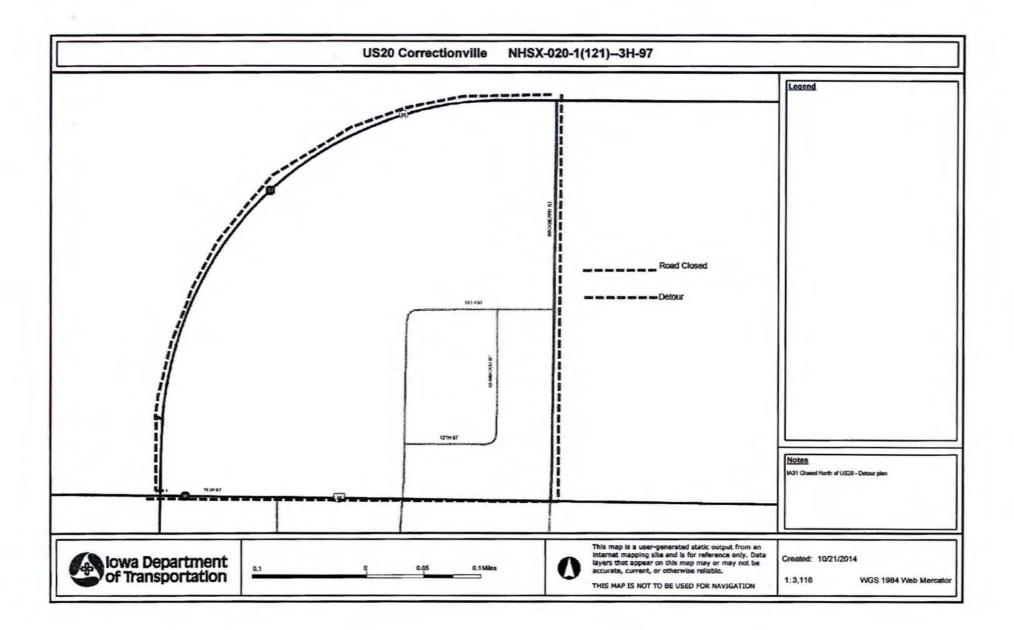




AGREEMENT FOR USE OF LOCAL AGENCY ROADS AS DETOURS

This Agreement is entered into by and between the lowa Department of Transportation, hereinafter known as the Department; and the

Woodbury County		, herein	after known	as the Local Public Age	ncv (LPA).
WHEREAS, the Department has determined the necessil	ty to temporarily close prima	ry highway	IA31		
rom US20	to	Hackberry S	Street		
or the purpose of construction, reconstruction, mainten	ance, natural disasters, or o	other emerge	incles; and		
VHEREAS, it is necessary to provide a detour for the prin	mary highway closure period	; and			
VHEREAS, the LPA agrees to permit the use of its roads	as a detour, more particula	rly described	as follows:		
Beginning at the intersection of US20 and IA31/Driftwo	ood; thence east 0.25 miles	on US20/11 th	Street to th	e intersection of US20 a	nd Hackberry St.;
hence 0.25 miles on Hackberry Street (550' County and	800' City/County Jurisdict	ion) to the in	tersection of	f Hackberry Street and L	A31
Project # NHSX-020-1(121)3H-97					; and
WHEREAS, Authorized representatives of both the Depar proposed detour, after jointly inspecting said road, the suit condition of the roadway base, surface, shoulders and bri	bject of the proposed detour:				
WHEREAS, the Department will inspect the bridges o can be safely carried on these bridges and submit this only vehicles of legal weight or size. If the LPA allows shall approve the routing of overweight vehicles on the	information to the LPA for oversize or overweight loa	its review. ads, it shall r	The LPA manotify the De	ay choose to restrict de apartment in writing. The	tour traffic to
WHEREAS, the Department agrees to perform the follow	ving pre-detour maintenance	, if any: De	etour signing	g and paint markings, pa	a MUTCD
					; and
to its designation as a temporary primary road, or adequa period it was used as a temporary primary road, in accord WHEREAS, The detour period is estimated to begin	tely compensate the local ag lance with Section 313.28 of March 1, 2015	gency for exc r Section 313	29 of the low and end	c upon the local agency i wa Code and lowa DOT December 31, 2015	road during the Policy 600.05; and ; and
	(date)			(date)	
WHEREAS, the parties agree to the following additional p	rovisions, if any:				
NOW, THEREFORE, BE IT AGREED that the described	road be used as a detour un	ider stipulatio	ns outlined a	above.	
N WITNESS WHEREOF, The parties hereto have cause below indicated.	d this agreement to be exec	uted by prope	er officers th	ereunto duly authorized a	as of the dates
District Engineer Di owa Department of Transportation	ate	City represen	tative		Date
		Delated pame	and title of	city representative	
		Printed name			
	-	County repre	esentative		Date
	_	County repre		county representative	Date



OCTOBER 28, 2014 — MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS AS TRUSTEES FOR THE ORTON SLOUGH DRAINAGE DISTRICT

The Board of Supervisors met on Tuesday, October 28, 2014 as Trustees for the Orton Slough Drainage Districts. Board members present were Boykin, Clausen, Monson, and Smith. Staff members present were Karen James, Board Administrative Coordinator, Joshua Widman, Assistant County Attorney, Mark Nahra, County Engineer's Office, Dennis Butler, Finance/Operations Controller, David Glieser, Rural Economic Development, Diane Peterson, Deputy Recorder and Patrick Gill, Auditor/Clerk to the Board.

Motion by Smith second by Clausen to approve the minutes from the October 21, 2014 Orton Slough Drainage District Trustee Meeting. Carried 4-0. Copy filed.

Discussion of presentation of petition to discontinue Drainage District Project.

Motion by Monson second by Smith to discontinue procedures for a considered Drainage District Project. Carried 4-0. Copy filed.

There was a discussion of conservation efforts within the drainage district.



Woodbury County Conservation Board 4500 Sioux River Road Sioux City, IA 51109-1657

Phone: 712/258-0838 Fax: 712/258-1261

Board Members: Cindy Bennett Suzan Boden Don Dixon Mark Taylor, D.O. Christine Zellmer-Zant Rick D. Schneider, Director Mark Peterson, Deputy Director Dawn Snyder, Education Director

Thursday, November 6, 2014

MONTHLY MEETING AGENDA - 5:00 P.M.

Dorothy Pecaut Nature Center 4500 Sioux River Road, Sioux City, IA 51109

- Call to order / roll call quorum / open meeting compliance
- Public comment / input this is an opportunity for the public to address any subject pertaining to Conservation Board business.

CONSENT AGENDA

- C1. Approve minutes of the October 2, 2014 monthly meeting.
- C2. Approve October 2014 claims and expenditures.
- C3. Receive and place on file the October 2014 financial / budget report.
- C4. Acceptance of Gifts/Donations:
 - 1. \$500 from Christie Kingdom-Knoepfler for shop tool box/tools
 - 2. \$1,000 from Sharron K. Bair & Family in memory of Howard Bryant for bird seed
 - 3. \$600 from Ray McMahon for 2 trail benches
 - 4. \$20 from Scott Kayl for raptor food
 - 5. \$25 from Iowa Archaeological Society
 - 6. Fall floral arrangements/décor by Loyanne Jensen

REGULAR AGENDA

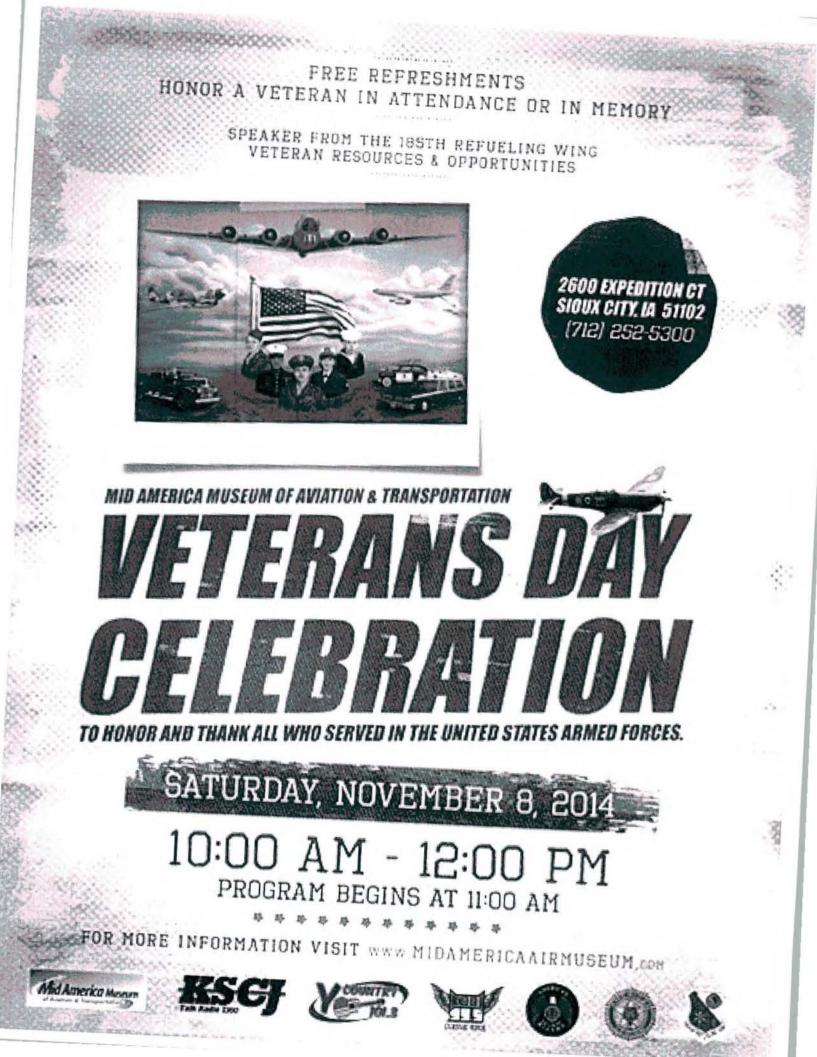
- R1. Approve consent agenda. (Conservation Board)
- R2. Consideration of Proposal from Wind and Solar Specialists. (Schneider)
- R3. Capital Improvement Projects Update (Schneider)
 1. Stub Gray Shooting Range

"Conservation is everybody's business"

- R4. Discussion on Proposal from Tri-State Public Range Association to manage Stub Gray Shooting Range. (Schneider)
- R5. Discussion on FY 16 department budget. (Schneider)
- R6. Consideration of a policy to govern use of department vehicles. (Schneider)
- R7. Board member / staff reports Board members and staff may report on meetings or activities that they have been involved with. (Board and staff)
 - 1. Nature Center activities (Snyder)
 - 2. Park activities (Peterson)
 - 3. Administrative items (Schneider)
- R8. Adjournment

CALENDAR OF EVENTS:

- 1. Conservation Board meeting, December 4, 2014 DPNC
- 2. District III meeting, December 10, 2014 Ida County Moorhead Park



VETERANS DAY CELEBRATION

WITCC Student Military Club cordially invites you to a Veterans Day Celebration

We would be honored for you to join us in celebrating our veterans. Thursday, November 13, 2014
11:30 a.m. to 12:30 p.m. (opening Presentation of Colors at 11:45 a.m.) Rocklin Conference Center, Corporate College Building 4647 Stone Avenue, Sioux City, Iowa

This recognition event includes guest speakers, Dr. Terry Murrell, WITCC President and Steve Warnstadt, a Colonel in the Iowa National Guard, with a presentation of the colors by the 185th Air Refueling Wing, Color Guard. Enjoy free lunch, music, and speak with representatives from military-friendly businesses and support services. Family and friends are welcome and encouraged to attend.

Please RSVP by Thursday, November 7, 2014 to Teresa McElroy. Call 712-274-8733, ext. 1293 or email teresa.mcelroy@witcc.edu.



Siouxland Human Investment Partnership Together we can

FAX TRANSMITTAL

DATE: 10/24/14

TO: Karen James – Woodbury County Board of Supervisors

FAX #: 712-279-6577

FROM: Kim Jenkins, S.H.I.P.

NUMBER OF PAGES: 2 (including cover sheet)

Please note the following changes to public meetings for November:

11/21/14 – SHIP Board Meeting – Horn Memorial Hospital Ida Grove, IA 12:00p.m.

Thank you, Kim





Siouxland Human Investment Partnership (SHIP) Board Tentative Agenda

Meeting Datc/Time: Mccting Place: November 21, 2014 - 12:00 pm Horn Memorial Hospital Ida Grove, IA

1. Call to Order

2. Action Items

- A. Consensus Agenda
- B. Dcat Recommendations
- C. ECI Recommendations
- D. Monthly Board Actions

3. Discussion Item

- a) Director's Report
- b) SHIP Admin Budget
- c) Monthly Reporting
- 4. Future Agenda Items
- 5. Communications and Other Audiences
- 6. Adjournment

Cindi Prather

Cindi Prather Erin Binneboese Matt Ohman Matt Ohman

Matt Ohman Cheryl Engle Matt Ohman WOODBURY COUNTY JUVENILE DETENTION CENTER

Trosper-Hoyt Bidg. 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.

October		
October 20, 2014		21
October 21, 2014	21 (1-Holding)	20
October 22, 2014	20	20 (1-Holding)
October 23, 2014	20 (1-Holding)	20
October 24, 2014	20	20
October 25, 2014	20	20
October 26, 2014	20	20
October 27, 2014	20	

The Center averaged 20 residents per day during the 6:00 a.m. head count and 20 during the 6:00 p.m. count.

As of 6:00 on October 27, 2014, twelve residents were identified as gang members or sixty percent of the population. Of the twelve, four or thirty three percent were identified as hard-core members.

We are currently detaining four juveniles from Dakota County, two juveniles from the BIA and one from Cherokee County.

We are starting to see a lot more gang activity in the Center especially rivalries between certain gangs causing tension, threats, and highly disruptive behaviors resulting in the center to be placed on high security.

Mark Olse

Director WCJDC October 27, 2014

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