



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JANUARY 17, 2017) (WEEK 3 OF 2017)

NOW LIVE STREAMING!



<https://www.youtube.com/watch?v=7QQ0sePQEtI>

Agenda and Minutes also available at
www.woodburycountyiowa.gov

Rocky L. DeWitt 253-0421 rdewitt@woodburycountyiowa.gov	Marty J. Pottebaum 251-1799 mpottebaum@woodburycountyiowa.gov	Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov	Jeremy J. Taylor 259-7910 jtaylor@woodburycountyiowa.gov	Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held January 17, 2017 at **4:30 p.m.** Preceding this meeting, Budget Review Discussions will be held at **2:00 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

- 2:00 p.m. 1. Budget Review Discussion for FY 2018**
- a. Sheriff
 1. Uniform Patrol – General Basic – Tax Supported
 2. Investigations – General Basic – Tax Supported
 3. HIDTA – Federal Reimbursement – Not-Taxed
 4. U.S. Marshall – Federal Reimbursement – Not-Taxed
 5. Drug Task Force – Federal Reimbursement – Not Taxed
 6. Correctional Facility – General Basic – Tax Supported
 7. Prairie Hills – General Basic – Tax Supported
 8. Administration – General Basic – Tax Supported
 9. Civil Division – General Basic – Tax Supported
 10. Highway Safety Grant – General Basic – Tax Supported
 11. Crime Prevention – General Basic – Tax Supported
 12. Courtroom Security – General Supplemental – Tax Supported
 13. Courthouse Security – General Supplemental – Tax Supported
 14. Uniform Patrol – Rural Basic – Tax Supported
 15. Sheriff Forfeiture – Non-Taxed
 - b. Human Resources – General Basic – Tax Supported

- c. Building Services
 - 1. Courthouse – General Basic – Tax Supported
 - 2. LEC – General Basic – Tax Supported
 - 3. Trospen/Hoyt – General Basic – Tax Supported
 - 4. Anthon Courthouse – General Basic – Tax Supported
 - 5. Prairie Hills Facility – General Basic – Tax Supported
 - 6. Building Services Facility – General Basic – Tax Supported
 - 7. Tri-View Facility – General Basic – Tax Supported

- | | | |
|--------------------------------|--|----------------------------|
| 4:30 p.m. | 2. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence | |
| | 3. Citizen Concerns | Information |
| | 4. Approval of the agenda January 17, 2017 | Action |
| | 5. Approval of the minutes of the January 10, 2017 meeting | Action |
| | 6. Discussion and Approval of claims | Action |
| | 7. Community Action Agency – Jean Logan
Approval of appointment of Shelly Sorensen and Mark Monson to the
Community Action Agency of Siouxland Board of Directors | Action |
| | 8. Human Resources – Ed Gilliland <ul style="list-style-type: none"> a. Approval of Memorandum of Personnel Transactions b. Approval of Request to De-authorize County Position c. Authorize Chairman to sign Authorization to Initiate Hiring Process | Action
Action
Action |
| | 9. Board Administration – Karen James
Approval of resolution for a tax suspension for E. S. | Action |
| | 10. County Auditor – Patrick Gill
Receive an appointment of a Kedron Township Trustee. | Action |
| | 11. Board Administration – Dennis Butler
Discussion on Gaming Funds and L.O.S.T. Funds | Information |
| 4:45 p.m.
(Set time) | 12. Communications Center – Glenn Sedivy
Approval of motion to a Tower Lease with Senet, Inc. for an initial term of 5 years
between Woodbury County, Starcomm, the City of Sioux City and Senet, Inc. | Action |
| | 13. Rural Economic Development – David Gleiser <ul style="list-style-type: none"> a. Authorize Chairman to sign Gelita USA Inc. Contract 17-DF/TC-021 b. Request to apply for MidAmerican Energy Local Partners Grant Opportunity | Action
Action |
| | 14. Planning/Zoning – John Pylelo <ul style="list-style-type: none"> a. Consideration of applicants and appointments to the remainder of one (1)
partial open term (2017-2018) and one (1) full term (2017-2021) on the
Woodbury County Board of Adjustment b. Consideration of applicants and appointment to fill one (1) full term (2017-
2021) on the Woodbury County Zoning Commission | Action
Action |
| | 15. Secondary Roads – Mark Nahra <ul style="list-style-type: none"> a. Consider approval of project plans for Project BROS-CO97(129)—5F-97 b. Consider approval of project plans for Project BRS-CO97(112)—60-97 c. Consider approval of project plans for Project FM-CO97(131)—55-97 | Action
Action
Action |

- | | |
|--|-------------|
| 16. Building Services – Kenny Schmitz | |
| a. Woodbury County Law Enforcement Center Facility Optimization Plan - CMBA & Goldberg Group Architects provide analysis overview | Information |
| b. Motion to approve Trospers-Hoyt Juvenile Detention AIA C132 Contract | Action |
| c. Trospers-Hoyt Juvenile Detention Security Door Replacement Project - Baker Group C132 Contract addendum | Action |
| d. Siouxland District Health Boiler Replacement Project – Contract Approval of Contractor low bid | Action |
| e. Siouxland District Health Boiler Replacement – Construction Manager Contract | Action |
| f. Motion to Approve CMBA Architects Courthouse #207 Window Renovation Project – Project Administration | Action |
| g. Courthouse Courtroom #207 Window Renovation Project – Motion to approve Contractor Bids | Action |
| h. Woodbury County Courthouse Exterior Façade Deterioration – CMBA Architects Needs Assessment Proposal | Action |
| 17. Board of Supervisors – Matthew Ung & Building Services – Kenny Schmitz Discussion of preliminary results of drill results under the Law Enforcement Center | Information |
| 18. Board of Supervisors – Jeremy Taylor | |
| a. Land Use, Potential Training Facility, and Prairie Hills Site | Information |
| b. Cost-Savings and Efficiency approach to Planning & Zoning/ Economic Development Departments | |
| 19. Chairman’s Report | Information |
| a. U.S. Flag on Courthouse | |
| b. WCICC Meeting | |
| c. SIMPCO Board of Directors meeting | |
| d. U.S. 20 Corridor Association meeting | |
| e. 2017 Des Moines Legislative Day (Siouxland Chamber) | |
| f. Budget Hearing for January 24th | |
| 20. Reports on Committee Meetings | Information |
| 21. Citizen Concerns | Information |
| 22. Board Concerns and Comments | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

MONDAY, JANUARY 16	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Ave
WEDNESDAY, JANUARY 18	10:00 a.m.	Siouxland Center for Active Generations Board of Directors Meeting
	12:00 noon	Siouxland Economic Development Corporation Meeting, 617 Pierce St.
JANUARY 18 & 19	8:00 a.m.	ISAC New County Officer's School, Des Moines, Iowa
FRIDAY, JANUARY 20	7:30 a.m.	The Security Institute Annual Meeting, Western Iowa Tech Campus
MONDAY, JANUARY 23	8:00 a.m.	County Department Head Meeting
	6:00 p.m.	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Merville
TUESDAY, JANUARY 24	1:30 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
	2:00 p.m.	Decat Board Meeting, Western Hills AEA, Room F
THURSDAY, JANUARY 26	10:30 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
WEDNESDAY, FEBRUARY 1	12:00 noon	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, FEBRUARY 2	5:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
	8:00 a.m.	ISAC Statewide Supervisors Meeting – Des Moines, Iowa
MONDAY, FEBRUARY 6	6:00 p.m.	Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, FEBRUARY 7	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, FEBRUARY 8	8:05 a.m.	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
	6:30 p.m.	Woodbury County Solid Waste Agency (Sanitary Landfill) Executive Committee Meeting, Public Safety Center, Climbing Hill
THURSDAY, FEBRUARY 9	7:00 p.m.	Siouxland Mental Health Center, Board Meeting, 625 Court Street

The following Boards/Commission have vacancies: Commission To Assess Damages - Category A, Category B, Category C and Category D

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

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

Tax Rates for FY 17

Certified budget March 15, 2016

Woodbury County: County-Wide
\$7.45 / \$1,000

-\$0.07

Woodbury County: Rural Unincorporated
\$10.50 / \$1,000

-\$0.14

The Running Total: Tax Rates for FY 18

After January 1, 2017 Adjustment*

Woodbury County: County-Wide
\$7.84 / \$1,000

+\$0.39

Woodbury County: Rural Unincorporated
\$11.61 / \$1,000

+\$1.11

**Total department budget requests including improvement items*

The Running Total: Tax Rates for FY 18

After January 3, 2017 Adjustment

Woodbury County: County-Wide
\$7.79 / \$1,000

+\$0.34

-\$0.05

Woodbury County: Rural Unincorporated
\$11.56 / \$1,000

+\$1.06

-\$0.05

Major actions: Increased revenue by \$10,000 and reduced expenditures in Treasurer's Office, removed Conservation's improvement request, reduced General Assistance expenditures.

The Running Total: Tax Rates for FY 18

After January 10, 2017 Adjustment

Woodbury County: County-Wide
\$7.66 / \$1,000

+\$0.21

-\$0.13

Woodbury County: Rural Unincorporated
\$10.87 / \$1,000

+\$0.37

-\$0.69

Major actions: Reduced Human Services budget, used L.O.S.T. funds to reduce tax askings and also reduced tax askings in Secondary Roads, reduced allocation to District Health and reduced Emergency Services budget and removed improvement request

**Tax Rates
FY 2018 Proposed**

<u>Fund</u>	<u>FY 2017 Current Tax Rates</u>	<u>Proposed Budget Tax Rates for FY 2018</u>	<u>After 1-3-17 Adjustments</u>	<u>After 1-10-17 Adjustments</u>	<u>After 1-17-17 Adjustments</u>	<u>After 1-24-17 Adjustments</u>	<u>After 1-31-17 Adjustments</u>	<u>After 2-7-17 Adjustments</u>	<u>Pre- Final Review After 2-14-17 Adjustments</u>	<u>Final Review After 2-21-17 Adjustments</u>
General Basic	3.65035	3.79973	3.75144	3.66009						
General Supplemental	2.81028	2.98892	2.98892	2.94664						
County Services	0.72650	0.57031	0.57031	0.57031						
Debt Service	0.26710	0.48154	0.48154	0.48154						
Total County - Wide Tax Rate	7.45423	7.84050	7.79221	7.65858	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Rural Basic	3.04187	3.77437	3.77437	3.21846						
Total Township Tax Rate	10.49610	11.61487	11.56658	10.87704	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

<u>Taxable Valuations:</u>	
Rural (Townships)	1,061,320,121
Urban (Cities)	2,967,955,366
Total for County	4,029,275,487
Debt Service	4,321,196,548

Reductions from Proposed New Tax Rates

	<u>Proposed New Tax Rate</u>	<u>Re-Adjusted Tax Rate After Changes</u>	<u>Increase or Decrease</u>
General Basic	3.79973	3.66009	(0.13964)
General Supplemental	2.98892	2.94664	(0.04228)
County Services	0.57031	0.57031	0.00000
Debt Service	0.48154	0.48154	0.00000
Total County - Wide Tax Rate	7.84050	7.65858	(0.18192)
Rural Basic	3.77437	3.21846	(0.55591)
Total Township Tax Rate	11.61487	10.87704	(0.73783)

JANUARY 10, 2017, SECOND MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, January 10, 2017 at 1:00 p.m. Board members present were Ung, Taylor, De Witt, Pottebaum, and Radig. Staff members present were Dennis Butler, Budget/Tax Analyst, Karen James, Board Administrative Coordinator, Ed Gilliland, Human Resources Director, Abigail Sills, Assistant County Attorney and Michelle Skaff, Deputy Auditor/Clerk to the Board.

Motion by Taylor second by Ung to receive the Department of Human Services budget reduced by \$23,225. Carried 5-0.

Motion by Ung second by Radig to receive the Civil Service budget as submitted. Carried 5-0.

Motion by Taylor second by De Witt to receive the Secondary Roads – Special 5 Year Bridge Project budget as submitted. Carried 5-0.

Motion by Taylor second by De Witt to receive the Secondary Roads budget with the use of \$512,000 of local option sales tax and \$72,000 tax asking in the rural basic fund for Secondary Road Services. Carried 5-0.

Motion by Taylor second by Ung to receive the Roadside Management budget as submitted. Carried 5-0.

Motion by Taylor second by Radig to receive the Emergency Services budget with an increase of \$10,000.00 in emergency calls revenue and a decrease of \$160,355.00 in expenditures. Carried 5-0.

Motion by Ung second by Radig to receive the Emergency Services – Animal Control budget as submitted. Carried 5-0.

Motion by Taylor second by Ung to receive the Emergency Services – EMS Loan Fund – Non Tax budget as submitted. Carried 5-0.

Motion by Ung second by Radig to receive the Emergency Services – EMS Training – Non Tax budget as submitted. Carried 5-0.

Motion by Taylor second by Ung to receive the District Health (General Basic) budget as submitted. Carried 5-0.

Motion by Ung second by Radig to receive the WCICC-IT budget as submitted. Carried 5-0.

Motion by Radig second by Taylor to go into closed session per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote.

Motion by Taylor second by Radig to go out of closed session per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote.

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

A public hearing was held at 4:30 p.m. for Courthouse #207 window renovation project.

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

Citizen concerns.

Motion by Taylor second by Ung to approve the Agenda for January 10, 2017. Carried 5-0. Copy filed.

Motion by Ung second by Pottebaum to approve the minutes of the January 3, 2017 Board meeting. Carried 5-0. Copy filed.

Motion by Ung second by Radig to approve the claims totaling \$407,702.44. Carried 5-0. Copy filed.

Presentation of Resolution of Proclamation “Slavery and Human Trafficking Prevention and Awareness Month”. Copy filed.

Motion by Ung second by Taylor to receive and review the Courthouse #207 window renovation project – contractor bids. Carried 5-0. Copy filed.

Motion by Ung second by Pottebaum to approve funds to replace Courthouse courtrooms Fin-tube heaters and decorative grills. Carried 5-0. Copy filed.

Motion by Radig second by Ung to approve AIA B132 contract with Goldberg Group Architectural Services relating to the Trospen Hoyt Juvenile Detention Security Systems master control, doors, and hardware project in the amount of \$66,000.00. Carried 5-0. Copy filed.

Motion by Ung second by Taylor to approve the AIA B132 contract with Resource Consulting Engineers for the Woodbury County HVAC controls project. Carried 5-0. Copy filed.

Motion by Ung second by Taylor to approve the LEC expansion project additional soil testing with Certified Testing Services per January 6th, 2017 proposal and funding necessary to complete concrete saw cutting and removal, total not to exceed \$3,295.00. Carried 5-0. Copy filed.

Motion by Ung second by Radig to approve four special committees: Woodbury County Courthouse Advisory Committee of Historical Preservation, Law Enforcement Expansion/Prairie Hills, Policy Review Committee, and Health & Wellness Committee. Carried 5-0. Copy filed.

Motion by Ung second by Taylor to approve liaison and committee assignments as presented. Carried 5-0. Copy filed.

Motion by Taylor second by Radig to approve the other of Jeremy Taylor, Board Vice Chair, Board of Supervisors Dept., effective 01-03-17, \$33,151/year, -16%=\$6,318/year. From Board Chairman to Board Vice Chair.; the other of Matthew Ung, Board Chairman, Board of Supervisors Dept., effective 01-03-17, \$39,469/year, 16%=\$6,318/year. From Board Vice Chair to Board Chairman.; the separation of Independance Henneous, Civilian Jailer, County Sheriff Dept., effective 01-03-17. Resignation.; the appointment of Karla Claussen, Legal Secretary III, County Attorney Dept., effective 01-17-17, \$18.94/hour. Job vacancy Posted 9-28-16. Entry Level Salary: \$18.94/hour.; and the reclassification of Ranae Torres, P/T Youth Worker, Juvenile Detention Dept., effective 01-22-17, \$22.60/hour, 17%=\$3.28/hour. Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 3 to Grade 1/Step 4. Carried 5-0. Copy filed.

Motion by Ung second by De Witt to authorize the Chairperson to sign the Authorization to initiate the hiring process for Civilian Jailer, County Sheriff Dept., CWA Correctional Officers: \$18.00/hour. Carried 5-0. Copy filed.

Motion by Ung second by Radig to approve the implementation of the Acceptable Use Policy. Carried 5-0. Copy filed.

Motion by Radig second by Ung to receive the appointment of Dale Erickson, 93 Elm St., Lawton, Iowa as Mayor of the City of Lawton, to fill the office previously held by Rick Schorg, until the next regular election, the appointment was made on November 18, 2016. Carried 5-0. Copy filed.

Motion by De Witt second by Ung to approve and authorize the Chairperson to sign a Resolution Construction Evaluation for period February 1, 2017 to January 31, 2018. Carried 5-0.

WOODBURY COUNTY, IOWA
RESOLUTION #12,477
CONSTRUCTION EVALUATION RESOLUTION
FOR PERIOD FEBRUARY 1, 2017 – JANUARY 31, 2018

WHEREAS, Iowa Code section 459.304(3) sets out the procedure if a board of supervisors wishes to adopt a "construction evaluation resolution" relating to the construction of a confinement feeding operation structure; and

WHEREAS, only counties that have adopted a construction evaluation resolution can submit to the Department of Natural Resources (DNR) an adopted recommendation to approve or disapprove a construction permit application regarding a proposed confinement feeding operation structure; and

WHEREAS, only counties that have adopted a construction evaluation resolution and submitted an adopted recommendation may contest the DNR's decision regarding a specific application; and

WHEREAS, by adopting a construction evaluation resolution the board of supervisors agrees to evaluate every construction permit application for a proposed confinement feeding operation structure received by the board of supervisors between February 1, 2017 and January 31, 2018 and submit an adopted recommendation regarding that application to the DNR; and

WHEREAS, the board of supervisors must conduct an evaluation of every construction permit application using the master matrix created in Iowa Code section 459.305, but the board's recommendation to the DNR may be based on the final score on the master matrix or may be based on reasons other than the final score on the master matrix;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY that the Board of Supervisors hereby adopts this construction evaluation resolution pursuant to Iowa Code section 459.304(3).

Date: January 10, 2017
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Motion by Taylor second by Ung to approve and authorize the Chairperson to sign a Resolution fixing date of January 17th for a public hearing at 4:45 p.m. for an agreement for Senet, Inc., to lease tower space from Starcomm on the WIT Tower for their operations. Carried 5-0.

**RESOLUTION #12,478
NOTICE OF PROPERTY LEASE**

WHEREAS Woodbury County, Iowa is the deed holder to certain radio communications tower sites on the Siouxland Tri-State Radio Communications System (hereinafter referred to as "STARCOMM"); and

WHEREAS Senet, Inc. (hereinafter referred to as "Senet") desires to enter a lease with Woodbury County, Iowa and Starcomm to use the Starcomm radio tower located at 4647 Stone Avenue, Sioux City, Iowa.

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **January 17, 2017 at 4:45 pm** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to lease space on the Starcomm system to Senet for an initial term of five (5) years with the possibility of three (3) additional five (5) year renewal terms.
3. That said Board proposes to lease the real estate at a rate of \$350.00 per month during the initial term with the amount of the rent increasing by 10% in each of the renewal terms.
4. That this resolution, preceded by the caption "Notice of Property Lease" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 10th day of January, 2017
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Motion by Radig second by Ung to approve the revised contract between Woodbury County and the Bureau of Indian Affairs to house tribal youth from the current \$150.00 per day to \$100.00 per day. Carried 5-0. Copy filed.

Information on promoting Deputy Sergeant to Deputy Lieutenant, promoting Deputy Sheriff to Deputy Sergeant, and hire Deputy Sheriff to backfill promotions. Copy filed.

The Chairperson reported on day to day activities.

The Board members reported on their committee meetings.

Citizen concerns.

Board members presented their concerns and comments.

The Board adjourned the regular meeting until January 17, 2017.

Meeting sign in sheet. Copy filed.

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

#7

Date: 1/12/17 Weekly Agenda Date: 1/17/17

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Jean Logan, Community Action Agency Director

WORDING FOR AGENDA ITEM:

Appointment of Shelly Sorensen & Mark Monson to the Community Action Agency of Siouxland Board of Directors.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The Woodbury County Board of Supervisors appoints one third (7 individuals) of the Community Action Agency Board of Directors as their representatives.

BACKGROUND:

Community Action Agencies are required to have a tripartite board comprised of public officials and low income representatives, with the final third appointed by the board to ensure diversity. The Woodbury County Board of Supervisors has appointed individuals to serve as their representatives since the agency was founded over 45 years ago. If there are any questions, please call Jean at 251-1303.

FINANCIAL IMPACT:

none

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

Shelly Sorensen and Mark Monson be appointed to the Community Action Agency of Siouxland Board of Directors until March, 2021.

WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County

FROM: Ed Gilliland, Human Resources Director

SUBJECT: Memorandum of Personnel Transactions

DATE: January 17, 2017

For the January 17, 2017 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) Veteran Affairs Service Officer, from Grade 5/Step 2 to Grade 5/Step 3.

Thank you

HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA

#8b

DATE: January 17, 2017

REQUEST TO DEAUTHORIZE COUNTY POSITION(S)

DEPARTMENT	POSITION	APPROVED	DISAPPROVED
County Treasurer	Percentage Deputy-Cashier		

Chairman, Board of Supervisors

To: Woodbury County Board of Supervisors

From: Michael Clayton

Date: January 11, 2017

Subject: Deauthorize Deputy Position

I am requesting to deauthorize the position of Deputy Cashier for the Treasurer's office.

Thank you for your time and consideration.

A handwritten signature in cursive script, reading "Michael R. Clayton", with a long horizontal flourish extending to the right.

Michael R. Clayton
Woodbury County Treasurer

cc Human Resources

HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA

DATE: January 17, 2017

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Treasurer	Motor Vehicle Clerk II	AFSCME Courthouse: \$15.64/hour		
	*Please See Attached Memo of Explanation.			

Chairman, Board of Supervisors

To: Woodbury County Board of Supervisors

From: Michael Clayton

Date: January 11, 2017

Subject: Hire Clerk II Motor Vehicle

I am requesting to authorization to hire a Clerk II Motor Vehicle as a replacement for Janet Trimpe. Janet Trimpe was promoted to Clerk III Tax.

Thank you for your time and consideration.

A handwritten signature in black ink, appearing to read "Michael R. Clayton". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Michael R. Clayton
Woodbury County Treasurer

cc Human Resources

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

Date: 1/12/17 Weekly Agenda Date: 1/17/17

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

WORDING FOR AGENDA ITEM:

Approval of resolution for a tax suspension for E. S.

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Give Direction
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

Please consider this request for a tax suspension for E. S. If the Board approves this request, the suspension resolution requires the chairman's signature.

BACKGROUND:

FINANCIAL IMPACT:

0

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

Yes No

RECOMMENDATION:

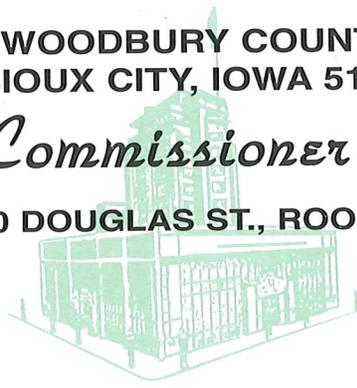
ACTION REQUIRED / PROPOSED MOTION:

Motion to approve resolution for a tax suspension for E. S.

WOODBURY COUNTY
SIOUX CITY, IOWA 51101

Office of Commissioner of Elections

620 DOUGLAS ST., ROOM 103



Patrick F. Gill
Commissioner
Phone 712-279-6465
Fax 712-279-6629
pgill@woodburycountyiowa.gov

Steve Hofmeyer
Deputy Commissioner
Phone 712-279-6465
Fax 712-279-6629
shofmeyer@woodburycountyiowa.gov

To: Board of Supervisors

From: Patrick F. Gill, Auditor/Recorder & Commissioner of Elections

SH-Deputy

Date: January 11, 2017

Re: Kedron Township Trustee Appointment

Please receive the appointment of Larry L. Wink, 3738 195th Street, Anthon, Iowa, as Kedron Township Trustee, to fill a vacancy until the next regular election. The appointment was made on December 29, 2016.

NOTICE OF APPOINTMENT TO FILL A VACANCY

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

From: Kedron Township School/City/Township/
Bill O'Connell Clerk Extension/Soil & Water
Secretary/Clerk
12-29-16 Date

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

For the office of Kedron Township Trustee
Name Larry L. Wink
Address 3738 195TH
City/Zip Anthony, IA, 51004

This appointment is to fill the office previously held by:

Larry L. Wink
(Name of previous official)

PATRICK F. GILL
WOODBURY COUNTY
AUDITOR/RECORDER
2017 JAN 10 AM 8 24
COMM OF ELECTIONS

Local Option Sales Tax (Infrastructure/Economic Funds)

January 12, 2017

FY 2017 Unallocated Funds

Fund Cash Balance on Hand January 12, 2017		909,487
Estimated Revenue for FY 2017		274,000
Loan Payment 3 of 3 - River Dike Repairs		34,000
IJR Reimbursements:		
Sioux City (180,900)		127,610
Sergeant Bluff (8,500)		2,415
Siouxland Initiative (40,000)		12,074
Salix (495)		495
DOT (200,000)		200,000
Invest in Woodbury County Loan Repayments		18,250
Loan Payoff - Ultimate Fitness		0
Obligated Funds:		
Transfers:		
General Basic - Economic Development Department - FY 17	183,697	
Rural Basic - Planning & Zoning - FY 17	176,273	
Woodbury County Soil Conservation FY 17 (one year only/40,745)	0	
Woodbury County Soil Conservation FY 17 Regular - 31,000	0	
Rural Basic - Bridge Replacement - FY 17 - 100,000	0	
McClure Engineering on Call Consulting (10,000) - FY16	8,339	
Interstate Justification Report County Share (610,795) - FY16	464,638	
Joint City/County SIMPCO Memberships (7,292) - FY16	3,003	
Correctionville Vision Iowa (10,000) - FY 16	0	
Rural Comprehensive Planning (110,000) - FY 16	104,000	
County Fair (23,628) - FY 17	0	
The Siouxland Initiative(20,000) - FY 17	10,000	
TSI/Transportation/Infrastructure Support (15,000) FY 18	15,000	
SIMPCO Improvement Regional Housing Trust Fund (15,000) FY 17	3,000	
Strategic Planning - Salix, Merville and Sergeant Bluff (30,600) FY 17	28,914	
Senior Community Service Employment Program (10,474) - FY 17	5,237	
		<u>1,002,101</u>
Funds Unallocated for FY 2017		<u><u>576,230</u></u>

FY 2018 Unallocated Funds

Fund Cash Balance on Hand July 1, 2017		576,230
Estimated Revenue for FY 2018		500,000
Invest in Woodbury County Loan Repayments		36,494
Obligated Funds:		
Transfers:		
General Basic - Economic Development Department - FY 18	188,877	
Rural Basic - Planning & Zoning - FY 18	183,202	
Rural Basic - Bridge Replacement - FY 17	512,000	
The Siouxland Initiative(25,000) - FY 17	25,000	
TSI/Transportation/Infrastructure Support (15,000) FY 18	15,000	
County Fair (30,000) - FY 18	30,000	
Senior Community Service Employment Program (10,474) - FY 18	10,474	
SIMPCO Improvement Regional Housing (15,000) FY 18	15,000	
		<u>979,553</u>
Funds Unallocated for FY 2018		<u><u>133,171</u></u>

FY 2019 Unallocated Funds

Fund Cash Balance on Hand July 1, 2018		133,171
Estimated Revenue for FY 2019		500,000
Invest in Woodbury County Loan Repayments		36,494
Obligated Funds:		
none		<u>0</u>
		<u><u>0</u></u>
Funds Unallocated for FY 2019		<u><u>669,665</u></u>

Gaming Revenue Funds

January 12, 2017

Current Projections for FY 17

Fund Cash Balance on Hand January 12, 2017	247,237
Estimated Gaming Revenue for FY 17	196,800
Gaming Revenue - MRHD (75,000)	37,500
Less Obligated Funds:	
Transfer:	
Equipment Replacement Emer. Services Vehicle FY 17 (65,000)	8,657
General Basic 6000's line items FY 17	250,000
Janet Carl Program (5,000) FY 16	692
True Speak (17,037) - FY 16	9,655
County Employees Credential Cards (936) - FY 16	225
Meals on Wheels (12,760) FY 17	9,570
Siouxland Regional Transit System (33,320) FY 17	24,990
Snowcap FY 17	2,450
Veteran Affairs (2,000)	0
Cone Park Contribution 2 of 2 (\$50,000 paid over 2 FY's)	0
	<u>306,239</u>
Funds Unallocated for FY 2017	<u><u>175,298</u></u>

Future Projections for FY 18

Fund Cash Balance on Hand July 1, 2017	175,298
Estimated Revenue for FY 18	360,000
Gaming Revenue - MRHD	75,000
Less Obligated Funds:	
Ag Center 1 of 10 (1,500,000)	150,000
Meals on Wheels (12,760) FY 18	12,760
Siouxland Regional Transit System (33,320) FY 18	33,320
	<u>0</u>
	<u>196,080</u>
Funds Unallocated for FY 2018	<u><u>414,218</u></u>

Future Projections for FY 19

Fund Cash Balance on Hand July 1, 2018	414,218
Estimated Revenue for FY 19	360,000
Gaming Revenue - MRHD	75,000
Less Obligated Funds:	
Ag Center 2 of 10 (1,500,000)	150,000
	<u>150,000</u>
Funds Unallocated for FY 2019	<u><u>699,218</u></u>

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

Date: 01-11-17 Weekly Agenda Date: 01-17-17

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Glenn Sedivy, Communications Director

WORDING FOR AGENDA ITEM:

Approval a Motion to a Tower Lease with Senet, Inc. for an initial term of 5 years between Woodbury County, Starcomm, the City of Sioux City and Senet, Inc.

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Give Direction
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

The Starcomm Executive Board recommends to the County Supervisors to approve a tower lease with Senet, Inc. for an initial term of 5 years to use a Starcomm radio tower.

BACKGROUND:

Senet Inc. has applied to Starcomm to lease tower space on the Starcomm WIT tower at 4647 Stone Avenue for a propane monitoring system.

FINANCIAL IMPACT:

Senet will pay Starcomm \$350.00 per month for renting usage on the Starcomm radio tower. This will be new revenue to be used within the Starcomm operating budget.

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

Yes No

RECOMMENDATION:

Approve this Tower Lease

ACTION REQUIRED / PROPOSED MOTION:

Approve a Motion to enter into an initial term of 5 years to lease tower space on the Starcomm WIT Tower at 4647 Stone Avenue to Senet, Inc.

THIS LEASE IS THE PROPERTY OF:

Woodbury County, Iowa
620 Douglas Street, Suite 104
Sioux City, Iowa 51101

AND THE PROPERTY OF:

Senet Inc.
1000 Market Street Suite 102
Portsmouth, NH 03801
ATTN: Chauncey G. Morgan
Phone: (603) 821-0003
Fax: (603) 821-0199

C/O Starcomm Public Safety Board
P.O. Box 447
Sioux City, Iowa 51102
ATTN: Glenn Sedivy
Phone: (712) 279-6959
Fax: (712) 279-6157

And

The City of Sioux City, Iowa
405 6th Street, P.O. Box 447
Sioux City, Iowa 51102

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (hereinafter called "Lease"), is made and entered into as of this _____ day of _____, 2017, by and between Woodbury County, Iowa, whose address is 620 Douglas Street, Suite 104, Sioux City, Iowa 51101 under the direction of the Starcomm Public Safety Board, whose address is P.O. Box 447 Sioux City, Iowa 51102 and the City of Sioux City, Iowa whose address is 405 6th Street, P.O. Box 447, Sioux City, IA 51102, hereinafter called "Lessors", and Senet, Inc. having an 1000 Market Street Suite 102 Portsmouth, NH 03801, hereinafter called "Lessee".

In consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Leased Premises. Lessors hereby Lease to the Lessee, for the period, at the rental, and upon the terms and conditions hereinafter set forth, the following Leased "Premises" located within the city limits of Sioux City, IA.

a. Space on the Woodbury County radio tower for one (1) antenna as shown in Exhibit A, Senet Inc. Site Sketch and Plans.

b. Space for equipment in Woodbury County Compound, which is the fenced in area around the tower, including the building shelter, as shown in Exhibit A, Senet Inc. Site Sketch and Plans.

c. The legal description for the location of the above tower and equipment is:

All that part of the South One-Half (S ½) of the Northwest Quarter (NW ¼) of Section 36, Township 89 North, Range 47 West of the 5th Principal Meridian, Sioux City, Woodbury County, Iowa, described as follows:

Commencing at the Northeast corner of the SW ¼ of the NW ¼ of said Section 36; thence S 43°22'02"W for 60.00 feet to the point of beginning; thence S 46°37'58"E for

50.00 feet; thence S 43°22'02"W for 100.00 feet; thence N 46°37'58"W for 100.00 feet; thence N 43°22'02"E for 100.00 feet; thence S 46°37'58"E for 50.00 feet to the point of beginning. Said described lease contains 10,000.0 square feet.

NOTE: Basis of bearings established by reference to Plat of Survey and legal description as recorded on Roll 598 – Images 635 through 639 in the Woodbury County Recorder's Office, Sioux City, Iowa

(Property located in the vicinity of 4647 Stone Avenue)

2. Access. Lessors also grant to Lessee, access to the spaces described in paragraph one (1) above, seven days a week, 24 hours a day, throughout the term of this Lease, provided that, prior to Lessee or Lessee's contractors climbing the tower for antenna access, Lessee will give Lessors no less than 12 hours prior notice. To allow this access to climb the tower or Fenced Compound, Lessors will give Lessee a key to the lock on the Compound. Each time the Lessee's employee(s) access the location all the Lessee's employees will notify the Facility Manager, in writing, in person or if necessary over the phone by calling (712) 279-6960. These employees will be subject to criminal background checks, except in emergency situations and when otherwise agreed upon by Lessor. Security access to the sites compound will be provided by the Starcomm Director or Facility Manager. Each employee of Lessee who climbs the tower will have in their possession a card showing that they have completed the Qualified Climber/Rescue course offered through Comtrain or similar program approved by Lessors. Each employee of Lessee will follow all OSHA regulations while climbing any portion of the tower including wearing all required safety harnesses and will use the safety climbing cable while on the tower. There will never be fewer than 2 certified climbers on the site during any type of climbing on the tower. Lessee shall further abide by the terms set forth in Exhibit C.

3. Initial Term and Commencement Date of Lease . The "Initial Term" of this Lease shall be for a period of Five (5) years. The "Commencement Date" for the Initial Term of this Lease begins on the date Lessee acquires a valid building permit for all Lessee's equipment including the antennas and shelter.

4. Renewal Terms. Lessors hereby grant to Lessee the right, privilege and option to extend this Lease for four (4) additional "Renewal Terms" of Five (5) years; provided that the total length of all terms does not extend beyond the term of the Lease Agreement between Lessors and WIT; each with the consent and written approval from Lessors, from the end of the Initial Term, under the same terms, covenants and conditions as herein contained, provided that Lessee is not in default of any of the terms, covenants or conditions of this Lease at the conclusion of the Initial Term or any prior Renewal Term, respectively. This Lease shall automatically terminate unless Lessee gives written notice of the desire to extend or renew the Lease at least one hundred eighty (180) days prior to the end of the applicable term and obtains Lessors' consent to each requested extension.

5. Termination.

a. Both Lessors and Lessee shall have the right to terminate this Lease for cause, in the event the other party defaults on any material provision of this Lease, and in the event that such default is not cured within thirty (30) days after written notice thereof is provided to the other party. Said curative period shall be extended another thirty (30) days provided defaulting party has shown a good faith effort to cure default.

b. The parties agree that in the event that federal or state law requires the installation of back up power sources or supplies that the terms of this Lease will require an amendment to be negotiated between the parties. No additional equipment shall be placed upon the Premises by Lessees with out the written

consent of Lessors including mandated equipment, and should the parties fail to reach agreement regarding the installation of any additional equipment including federally or state mandated back up power sources or supplies and fuel for those sources or supplies that this agreement shall terminate ninety (90) days from the date the impasse is reached.

c. This Lease may be terminated without further liability as set forth below:

1) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within ninety (90) days of receipt of written notice of default except that the grace period for any monetary default is thirty (30) days from receipt of written notice and the grace period for lapse in insurance coverage is ten (10) days from the receipt of written notice; or

2) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee's facilities; or

3) by Lessee if Lessee is unable to occupy and utilize the tower site due to an action of the FCC, including without limitation, a take-back of channels, a change in frequencies, or a change in licensed coverage area; this will require ninety (90) days of the effective termination date by the FCC; or

4) by Lessee if Lessee determines that the tower site is not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or

5) by Lessors if the Lessors determine the tower site is no longer suitable to be used by Lessors for their operation and the Lessors choose to remove the building; or

6) by Lessors after the expiration of the initial term of this Lease upon providing Lessee with written notice. Such notice, if given by Lessors, must be given not less than three hundred sixty-five (365) days prior to the date therein specified (this time is given for Lessee to find a new site, get zoning approval, construct a new site and move Lessee's shelter and antennas).

d. In the event of termination or expiration of this Lease, Lessee shall have a reasonable period of time (not exceeding ninety (90) days from the actual termination date) to remove all antennas, shelter, equipment, and other operating materials from the Premises, however all improvements to the tower and/or ancillary structures shall be left in place and in good repair by the Lessee. Upon expiration of this Lease, Lessee shall restore the Premises to reasonably good condition and repair, subject to ordinary wear and tear on the Premises, which is specifically excepted. Failure of Lessee to remove its equipment at the expiration or termination of this Lease will result in Lessors removing the equipment and payment of all charges occasioned by such removal will be the responsibility of the Lessee.

6. Initial Term Rent

a. Lessee shall pay Woodbury County, Iowa, administrator of funds of Starcomm Public Safety Board, monthly "Rent" during each year of the Initial Term, based on the sum total of: All parties specifically agree that total Rent will not be less than \$ 350.00 per month, throughout the Initial Term of five (5) years, but total Rent may be higher than \$350.00 per month if Lessee's equipment increases in quantity or size, then a new monthly rate increasing the base rate may be negotiated by the parties. Each month's Rent payment shall be due to Woodbury County, Iowa on or before the first day of each month. In addition Lessee shall be responsible for all utility service payments with the exception of telephone service at the site used exclusively by Lessors. Lessors shall provide Lessee with a W-9 or its equivalent in order for Lessee to set up Lessors as a payee in Lessee's rent payment system. In addition, Lessors

shall receive their rent payment via Electronic Funds Transfer (EFT). Lessors shall provide documentation to Lessee in order for the Lessee to set up Lessors for a payment of the rent via EFT.

7. Renewal Term Rent. Lessee shall pay Woodbury County, Iowa, administrator of funds of Starcomm Public Safety Board, "Rent" for each month of the Five (5) years for Renewal Terms as listed below in this paragraph. Each monthly Rent payment shall be due to Woodbury County, Iowa on or before the first day of each month.

a. First Renewal Term (years 6 through 10) Rent shall be increased by 10% over the highest amount paid at the end of the Initial Term.

b. Second Renewal Term (years 11 through 15) Rent shall be increased by 10% over the highest amount paid at the end of the first Renewal Term.

c. Third Renewal Term (years 16 through 20) Rent shall be increased by 10% over the highest amount paid at the end of the second Renewal Term.

d. Fourth Renewal Term (years 21 through 25) Rent shall be increased by 10% over the highest amount paid at the end of the third Renewal Term.

8. Use and Non-Interference of Premises. The Premises shall be used by Lessee only for the installation, operation, and maintenance of a communications system, including but not limited to cellular telephone, PCS Telephone, radio, paging and other narrow band and broad band radiowave transmission and reception and related purposes. Lessee shall not do or permit any activities upon the Premises, which would cause interference to Landlord or with Landlord's principle use of the Premises as a Lattice Tower in the City of Sioux City, Iowa at 4647 Stone Ave behind WIT Building "C". The Lessee shall further not do or permit any activities upon the premises which would cause interference to Western Iowa Tech (WIT). In addition, Lessors and Lessee shall not do or permit any activities upon the Premises, which would cause or permit physical, electronic, or other interference with the radio transmission facilities, equipment, or signal of WIT's own radio station currently designated as KWIT. The Lessee will only install its equipment outside the communications tower house. This is not an exclusive lease of the premises. Landlord (Lessors) retains the right to lease additional space to other Tenants (Lessees) provided that the additional Tenants (Lessees) do not utilize equipment that would interfere with the transmission signals of the Tenant (Lessee). Additionally, Landlord will continue to use the premises for their own business or public safety purposes.

9. Insurance and Indemnification.

At all times during the term of this Lease, Lessee shall at its expense carry and maintain for the mutual benefit of the Lessors:

a. General public liability insurance against the claims for personal injury, death or property damage occurring in or about the Leased Premises or resulting from the installation, operation or maintenance of the Lessee's business on the Leased Premises, such insurance to be in the amount of at least \$1,000,000.00 for all personal injuries and deaths resulting from any one accident, \$1,000,000.00 for property damage in any one accident, and a minimum aggregate coverage in the amount of \$3,000,000.00 with Lessors named as additional insureds. Damages incurred by Lessee shall be limited to the insurance proceeds and/or third party recovery. Lessors shall not be liable for any damages, costs or fees incurred by the Lessee.

b. A Standard Workmen's Compensation and Employer's Liability Insurance Policy in the amount equal to the limit of liability and in a form prescribed by the laws of the state in which the Leased Premises is located.

c. Any contract workers contracted by Lessee shall also carry insurance as set forth in a and b above.

d. Lessors shall not be held liable for any injury or damage to any third party or parties caused in any manner by this Lease or the Lessors use of the Premises.

10. Damage or Destruction. If the Premises are damaged, destroyed by fire, winds, flood or other natural or manmade cause, Lessors shall have the option to repair or replace the Premises at their sole expense, or to terminate this Lease effective on the date of such damage or destruction. In the event Lessors elect to terminate this Lease, Lessee shall have no further obligations hereunder. Lessors shall have up to sixty (60) days to decide on whether to repair or replace the Premises. Failure by Lessors to notify Lessee within sixty (60) days of Lessors' decision to repair or replace the Premises shall be deemed an election by Lessors to terminate this Lease. If Lessors elect to repair or replace the Premises, Lessee shall have the option of either abating the rent due until such repair or replacement is completed and the Premises are restored to a condition that the Lessee can resume full operations at the Premises; or until Lessee begins operating a mobile telecommunication base station on the Premises. The option to operate a mobile telecommunications base station on the Premises is subject to the Lessee obtaining written consent of the Lessors and to Lessee obtaining all required State and local permits.

11. Taxes. Lessors shall pay and be responsible for all taxes on the Premises, and Lessee shall pay and be responsible for all taxes due on Lessee's equipment and fixtures installed on the Premises.

12. Notices. Any notices required or permitted to be given hereunder shall be given in writing, and shall be deemed to have been given only upon receipt after mailing by certified or registered first class mail, postage prepaid, return receipt requested, and addressed to the parties as follows:

Lessors: Woodbury County, Iowa
Board of Supervisors
620 Douglas Street, Suite 104
Sioux City, Iowa 51101
Phone: 712-279-6525

Starcomm Public Safety Board
P.O. Box 447
Sioux City, Iowa 51102
ATTN: Glenn Sedivy
Phone: (712) 279-6959
Fax: (712) 279-6157

City Clerk
City of Sioux City, Iowa
405 6th Street, P.O. Box 447
Sioux City, Iowa 51102

Lessee: Senet, Inc.
1000 Market Street Suite 102
Portsmouth, NH 03801
ATTN: Chauncey G. Morgan
Phone: (603) 821-0003
Fax: (603) 821-0199

13. Hazardous Materials. At no time during the term hereof shall the Lessee store, place, leave or deposit at the Tower or the Premises any substance or material which, if known to be present on or at such property, would require cleanup, removal or some other remedial action under any federal, state or local law, including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants, processed waste water, solid wastes, or otherwise relating to environmental hazardous substances, including but not limited to the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, and all acts amendatory thereto, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulation of any State Department of Natural Resources or State Environmental Protection Agency now or at any time hereinafter in effect. The Lessee agrees to and does hereby indemnify and save the Lessors and owners harmless from any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses relating in any way to Lessee's violation of this Section, and this indemnification obligation shall survive the expiration or termination of this Lease. Lessors acknowledge and agree that Lessee shall have no liability or responsibility whatsoever for any environmental violations or issues, at the tower or premises, existing prior to the date of Lessee's occupancy or otherwise not caused by Lessee.

14. Miscellaneous Provisions.

- a. Lessors warrant that Lessors are the owners of the tower and owners and/or lessees of the tower site property and that Lessors have full right, power, and authority to execute this agreement and if necessary have obtained all necessary consents to sublease the Premises. Lessors covenant that Lessee, in paying Rent and performing the covenants by Lessee herein made, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises.
- b. Lessee shall obtain all necessary governmental and regulatory approvals required for Lessee's occupation and use of the Premises, including but not limited to zoning changes, and shall be responsible for the cost of obtaining such approvals. Lessors shall cooperate with Lessee in obtaining such approvals.
- c. The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.
- d. This Lease and the attached exhibits contain the entire agreement of the parties with respect to any matter mentioned herein and supersede any prior oral or written agreements.
- e. This Lease may be amended in writing only, signed by the parties in interest at the time of such amendment.
- f. This Lease shall be assignable intra-company by the Lessee, without the necessity of obtaining the Lessors' consent, to an affiliate, subsidiary or any related company that acquires at least 51% of the Lessee's assets through a merger. All third party assignments will require the Lessors' consent. Lessee

shall notify Lessors in writing of the name and address of any assignee. This Lease may be assigned by Lessors without the consent of Lessee provided that the assignee shall occupy and use the Premises subject to this Lease.

g. No waiver by either party of any provision herein shall be deemed a waiver of any other provision or of any prior or subsequent breach of any provision herein.

h. If any term or provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease and the remaining provisions shall be enforceable in accordance with their terms.

i. This agreement shall be governed by and construed in accordance with the laws of the State of IOWA.

j. If Lessee does not promptly vacate the Premises upon valid termination of this Lease, such holding over shall be treated as creating a month to month tenancy. This holdover will not be approved for more than ninety (90) days. Rent during the holdover will be 150% of the current rent. Further, if Lessee does not vacate the Premises as required, Lessee's equipment shall be removed by Lessors at Lessee's expense. Any bill for removal of Lessee's equipment by Lessors shall be paid in full within thirty (30) days of mailing.

k. Lessee may make reasonable alterations with prior approval from Lessors, additions or improvements to the Premises necessary for its antennas, communication shelter, power cables and telephone cables, so long as the structural integrity of the Premises is not affected. Lessee will bear the total cost of such alterations, additions or improvements, including regular maintenance, and the cost of removal and returning the Premises to the condition it was at the time of entering into the Lease (subject to the terms of paragraph 5(d) of this Lease).

l. Lessee shall be solely responsible for site maintenance, and shall arrange for all maintenance under separate contract for all such maintenance services. Lessee shall not expect or ask Lessors to do any special site maintenance for Lessee's antennas or shelter, unless Lessee enters into a separate maintenance contract with Lessors, which contract will be separate from the terms of this Lease (i.e.: in the event that some minor snow plowing is requested for Lessee's access to their shelter, Lessee will separately contract for that service under a separate document).

m. Lessee will bear any and all costs associated with temporary relocation of Lessee's equipment, if required, during repairs or painting of Lessors' building. Lessors will give Lessee at least thirty (30) days advance notice of scheduled repairs or painting of Lessors' building or tower which may affect Lessee's operation, so that Lessee can pre-plan for providing high-quality communications to Lessee's customers during any temporary relocation required by Lessors' repair or painting activities. Lessors are not required to provide notice of routine repairs, such as replacement of tower lights, which do not affect Lessee's operation. Lessors will provide Lessee notice of emergency repairs with at least twelve (12) hours prior notice unless it is impossible or impractical to do so and then the Lessee shall be provided with as much prior notice as possible under the emergency circumstances.

n. Lessee shall indemnify and hold Lessors harmless against all expenses, liabilities and claims of every kind, including reasonable attorney fees, made necessary by or on behalf of any person or entity arising out of:

1) A failure by Lessee to perform any of the terms and conditions of this Lease; or

- 2) Any injury or damage happening on or about the Leased Premises which is caused in whole or in part by Lessee's use of the Premises, any act or omission of Lessee or anyone for whose acts Lessee may be liable; or
- 3) Any injury or damage to any employee, agent, or customer of Lessee or Lessors on or about the Leased Premises; or
- 4) Failure of Lessee to comply with any applicable laws or governmental authority; or
- 5) Any action brought by a third party for damages as a result of action or inaction of the Lessee.

15. Approval. This Lease is subject to the consent to sublease by Western Iowa Tech (WIT), and subject to approval by Starcomm's Executive Board, the Woodbury County Board of Supervisors and the City Council of the City of Sioux City.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CITY OF SIOUX CITY, IOWA

By _____
Robert E. Scott
Mayor of Sioux City, Iowa

Certification of City Clerk:

I, Lisa L. McCardle, certify that I am the City Clerk of the City of Sioux City, Iowa, and that Mayor Robert E. Scott, who executed this Agreement for and on behalf of the City, was duly authorized and empowered to do so as of _____, 2017.

Lisa L. McCardle,
City Clerk of the City of Sioux City, Iowa

WOODBURY COUNTY, IOWA

By _____

Matthew Ung
Chairperson

Certification of County Auditor:

I, Patrick Gill, certify that I am the County Auditor of the Woodbury County, Iowa and that Matthew Ung, who executed this Agreement for and on behalf of the County, was duly authorized and empowered to do so as of _____ . 2017

Patrick Gill
Woodbury County Auditor

STARCOMM, WOODBURY, IOWA

By _____

Douglas Young
Chairperson

Certification of Starcomm:

I, Carrie Anfinson-Haden, certify that I am the Administrative Secretary for Starcomm and that Chairperson Douglas Young, who executed this Lease for and on behalf of Starcomm, was duly authorized and empowered to do so as of October 19, 2016.

Carie Anfinson-Haden,
Administrative Secretary for Starcomm

SENET, Inc.

Date: 1/3/2017

By *C.G.M.*
Chauncey G. Morgan
Chief Financial Officer

STATE OF Rockingham)

: ss

COUNTY)
OF USA

On this 3RD day of JANUARY, 20 17 before me,
the undersigned a Notary Public in and for said County and State, personally appeared

CHAUNCEY G. MORGAN

to me known to be the identical person named in and who executed the foregoing instrument, and
acknowledged that they executed the same as their voluntary act and deed.

(SEAL)

Eric P. Malcolm

NOTARY PUBLIC in and for said COUNTY and STATE



ERIC P. MALCOLM
Notary Public, State of New Hampshire
My Commission Expires Nov. 4, 2020

CONSENT TO SUBLEASE

On this 9th day of January, 2017, Western Iowa Tech Community College as Landlord and pursuant to paragraph 9 of the Lease – Business Property dated May 17, 2004 hereby consents to the attached sublease between Starcomm, Woodbury County, Iowa, the City of Sioux City and Senet, Inc.

Western Iowa Tech Community College

By: 
Print Name: Robert L. Rasmus
Title: Board President



November 29, 2016

Mark Wesolaski
Senet, Inc
1000 Market St, Ste 102
Portsmouth, NH 03801

RE: IA-12 -WIT
Sioux City, IA

Mark:

Senet is proposing to install a small omni antenna near the 325' elevation of the subject latticed tower. The following observations are made.

- Proposed omni antenna: KER-915, 1" diam x 39.4" long, 0.8 lb wt
- Radio mounted at base of antenna: 9"x5"x2.5", 4 lb wt
- Feed line: 6.2mm OD Cat5E cable, 2.8 lb/100ft
- A 4' side arm mount will be used.

Our August 2016 analysis of the tower identified the reinforced tower to be 101.5% loaded. It is our carefully considered opinion that the addition of this antenna will have very little impact on the tower and that the tower will have sufficient structural capacity to support the proposed equipment.

No conclusions, expressed or implied, shall indicate that Armor Tower has made an evaluation of the original design, materials, fabrication, or potential installation deficiencies. Any information contrary to that assumed for the purpose of preparing this certification could alter the findings and conclusions stated herein.

We appreciate the opportunity to provide our services to Senet, Inc. and if you have any questions concerning this certification, please contact us.

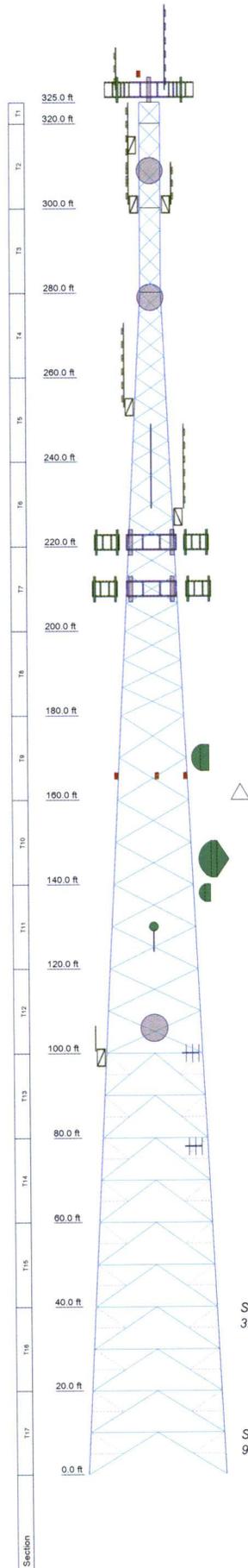
Sincerely,

ARMOR TOWER, INC.

A handwritten signature in black ink that reads "Patrick Botimer".

Patrick Botimer
Structural Design Engineer, IV





DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
Flash Beacon Lighting	330	LPA-185063/12CF W. MtgPipe (Alpha)	221
Halo Mount	328	LPA-185063/12CF W. MtgPipe (Alpha)	221
18' Dipole	328	TMA (9'x12'x3") (Beta)	212
18' Dipole	328	TMA (9'x12'x3") (Beta)	212
10' Dipole	328	TMA (9'x12'x3") (Gamma)	212
10' Dipole	328	TMA (9'x12'x3") (Alpha)	212
12'x4'x3" TMA	328	TMA (9'x12'x3") (Gamma)	212
1.5'Sch40 x 8ft (P-Motorola Stabilizer)	324	TMA (9'x12'x3") (Alpha)	212
1.5'Sch40 x 8ft (Stabilizer)	321	(2) BTS/520015	210
3' Sidearm Mount (P-Motorola)	315	3'x6"x3" Antenna	210
4'Sch40 x 8ft (dish mount) (P-Motorola)	309	3'x6"x3" Antenna	210
SB6-W60 (P-Motorola @ 356.99°)	306	6' Sector Boom	210
SC412-HF2LDF (P-Motorola)	305	3'x6"x3" Antenna	210
3' Sidearm Mount	301	6' Sector Boom	210
3' Sidearm Mount	301	(2) BTS/520015	210
3' Sidearm Mount	301	4'Sch40 x 8ft (dish mount) (P-Motorola)	170
20' Dipole	301	SB6-W60 (P-Motorola @ 106.26°)	170
10' Dipole	301	OB Light	165
4'Sch40 x 8ft (dish mount) (P-Motorola)	279	OB Light	165
SB6-W60 (P-Motorola @ 356.99°)	279	OB Light	165
1.5'Sch40 x 8ft (Stabilizer)	263	Camera	147
1.5'Sch40 x 8ft (Stabilizer)	263	4'Sch40 x 8ft (Dish mount)	146
3' Sidearm Mount	253	1.25 Sch. 40 x 15ft (Dish support)	146
DB204-A	253	RFS PAD6-50	146
1.5'Sch40 x 8ft (Stabilizer)	249	4'Sch40 x 8ft (dish mount) (P-Motorola)	138
1.5'Sch40 x 8ft (Stabilizer)	249	SB4-W60 (P-Motorola @ 106.26°)	138
DB204-A	227	1.5'Sch40 x 5ft (Dish mount)	130
3' Sidearm Mount	227	M# SP-4 7/2 Dia. Dish	130
DB224	225	SODU/ExtendAir	129
3' Sidearm Mount	225	3' Sidearm Mount	124
LPA-185093/12CF W. MtgPipe (Gamma)	221	MFB4803	124
LPA-185093/12CF W. MtgPipe (Beta)	221	RFS PAD6/50	106
LPA-185093/12CF W. MtgPipe (Beta)	221	4'Sch40 x 8ft (Dish mount)	106
Sabre 12 T-Boom (set of 3)	221	Yagi	100
		DB230-J	99
		3' Sidearm Mount	99
		6' omni	99
		Yagi	78

MATERIAL STRENGTH

GRADE	Fy	Fu	GRADE	Fy	Fu
A500-50	50 ksi	62 ksi	A36	36 ksi	58 ksi

TOWER DESIGN NOTES

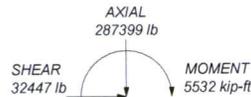
1. Tower is located in Woodbury County, Iowa.
2. Tower designed for Exposure C to the TIA-222-G Standard.
3. Tower designed for a 90.00 mph basic wind in accordance with the TIA-222-G Standard.
4. Tower is also designed for a 50.00 mph basic wind with 0.75 in ice. Ice is considered to increase in thickness with height.
5. Deflections are based upon a 60.00 mph wind.
6. Tower Structure Class III.
7. Topographic Category 1 with Crest Height of 0.00 ft
8. Connections use galvanized A325 bolts, nuts and locking devices. Installation per TIA/EIA-222 and AISC Specifications.
9. Tower members are "hot dipped" galvanized in accordance with ASTM A123 and ASTM A153 Standards.
10. Welds are fabricated with ER-70S-6 electrodes.
11. Appurtenance are indicated as (P)roposed. All others are existing.
12. TOWER RATING: 101.5%

ALL REACTIONS ARE FACTORED

MAX. CORNER REACTIONS AT BASE:

DOWN: 541386 lb
SHEAR: 58746 lb

UPLIFT: -457234 lb
SHEAR: 49917 lb



TORQUE 11 kip-ft
50.00 mph WIND - 0.75 in ICE
AXIAL
91042 lb



TORQUE 31 kip-ft
REACTIONS - 90.00 mph WIND

	Armor Tower Inc 9 N Main St Cortland, NY Phone: (607) 434-0754 FAX: (866) 870-0840	Job: 330' SELF-SUPPORTING MOD DESIGN Project: ISICS - 93 WIT Client: Pyramid Network Services Code: TIA-222-G Path:	Drawn by: KA App'd: Date: 08/09/16 Scale: NTS Dwg No. E-1
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WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 1/11/17 Weekly Agenda Date: 1/17/17

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: David Gleiser, RED Director

WORDING FOR AGENDA ITEM:

Authorize Chairman to Sign Gelita USA Inc. Contract 17-DF/TC-021

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Give Direction
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

The Board will discuss and take action on authorizing the Chairman to sign Contract 17-DF/TC-021, an economic development assistance contract between GELITA USA, Inc., Woodbury County, and IEDA.

BACKGROUND:

On 11/18/16 the Board Authorized the Chairman to sign GELITA's application to IEDA for economic development assistance as GELITA seeks to construct a new manufacturing plant at their existing location in Woodbury County. The project calls for a capital investment of \$22 million and the creation of 21 new, high-paying jobs. IEDA has approved GELITA's application, and now requires local signatures.

FINANCIAL IMPACT:

0

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

Yes No

RECOMMENDATION:

Authorize the Chairman to sign contract 17-DF/TC-021 for GELITA USA, Inc.

ACTION REQUIRED / PROPOSED MOTION:

Motion to authorize the Chairman to sign contract 17-DF/TC-021 for GELITA USA, Inc.

***ECONOMIC DEVELOPMENT
ASSISTANCE CONTRACT***

BY

GELITA USA, INC.,

WOODBURY COUNTY,

AND THE

IOWA ECONOMIC DEVELOPMENT AUTHORITY

CONTRACT NUMBER: 17-DF/TC-021

TABLE OF CONTENTS

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ARTICLE 6:	REPRESENTATIONS AND WARRANTIES
ARTICLE 7:	COVENANTS OF THE RECIPIENT
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ARTICLE 9:	EVENTS OF DEFAULT; NOTICE AND OPPORTUNITY TO CURE; AND REMEDIES AVAILABLE TO IEDA
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CONTRACT EXHIBITS

Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # 17-HQJDF-023 and 17-HQJTC-023
Exhibit B-1	High Quality Jobs Program - Tax Credit Special Conditions
Exhibit B-2	High Quality Jobs Program – Project Completion Assistance Component Special Conditions
Exhibit C -	Description of the Project and Award Budget
Exhibit D -	Job Obligations
Exhibit E -	Reserved
Exhibit F -	Reserved

Economic Development Assistance Contract

RECIPIENT:	GELITA USA, INC.
COMMUNITY:	WOODBURY COUNTY
CONTRACT NUMBER:	17-DF/TC-021
AWARD DATE:	NOVEMBER 18, 2016
AWARD AMT. – FINANCIAL ASSISTANCE	\$105,000
AWARD AMT. – TAX INCENTIVES	\$780,000

This ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT (Contract) is made as of the Contract Effective Date by the Iowa Economic Development Authority (IEDA or Authority), 200 East Grand Avenue, Des Moines, IA 50309, and Gelita USA, Inc. (Recipient), 2445 Port Neal Road, Sergeant Bluff, IA 51054 and Woodbury County (Community), 620 Douglas Street, Sioux City, IA 51101.

WHEREAS, the Recipient submitted an application to IEDA requesting assistance in financing its Project as more fully described in Exhibit C, *Description of the Project and Award Budget* (the Project); and

WHEREAS, the Iowa Economic Development Authority Board (IEDA Board) awarded the Recipient assistance for the Project from the funding sources identified herein (collectively, the Award), all of which are subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Recipient, the Community and IEDA agree to the following terms:

ARTICLE 1: CONTRACT DURATION

This Contract shall be in effect on the Contract Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Completion Date.* Through the Project Completion Period and for a reasonable period of time after Project Completion Date during which IEDA will conduct Project closeout procedures to verify that the Project was completed in compliance with Contract requirements.

(b) *Through Maintenance Period Completion Date and Contract Closeout.* Through the Maintenance Period Completion Date and for a reasonable period of time after Maintenance Period Completion Date during which IEDA will conduct closeout procedures to verify that the Project was maintained in compliance with Contract requirements.

(c) *Repayment or Payment Obligation.* Until all outstanding amounts due to IEDA, if any, are received by IEDA or all outstanding obligations to IEDA are satisfied in full.

(d) *Contract End Date.* Until IEDA has completed Contract closeout procedures and provided Recipient and Community with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout. Such date shall be the Contract End Date.

ARTICLE 2: DEFINITIONS

The following terms apply to this Contract:

“*Affiliate*” means any entity to which any of the following applies:

- a. Directly, indirectly, or constructively controls another entity.
- b. Is directly, indirectly or constructively controlled by another entity.
- c. Is subject to the control of a common entity. A common entity is one which owns directly or individually more than ten percent of the voting securities of the entity.

“*Award*” means any and all assistance provided by IEDA for the Project under this Contract.

“*Award Date*” means the date first stated in this Contract and is the date the IEDA Board approved the award of financial assistance to the Recipient for the Project.

“*Award Funds*” means the cash that is provided by IEDA for this Project as Project Completion Assistance, including loans.

“*Base Employment Level*” means the number of Full-Time Equivalent positions as established by IEDA and Recipient using Recipient’s payroll records, as of the date Recipient applied for Tax Incentives or Project Completion Assistance. The number of jobs Recipient has pledged to create and retain shall be in addition to the Base Employment Level.

“*Benefits*” means nonwage compensation provided to an employee. Benefits include medical and dental insurance plans, pension, retirement, and profit-sharing plans, child care services, life insurance coverage, vision insurance coverage, and disability insurance coverage.

“*Brownfield site*” means an abandoned, idled, or underutilized property where expansion or redevelopment is complicated by real or perceived environmental contamination. A brownfield site includes property contiguous with the site on which the property is located. A brownfield site does not include property which has been placed, or is proposed for placement, on the national priorities list established

pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act, 42, U.S.C. 9601 et seq. In order to administer similar programs in a similar manner, the IEDA will attempt to apply this definition in substantially the same way as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294 and may consult members of the council or other staff as necessary.

“*Contract Effective Date*” means the latest date on the signature page of this Contract.

“*Contract End Date*” means the date stated in the Notice of Final Contract Closeout issued by IEDA pursuant to Article 1.

“*Created Job*” means a new, permanent, Full-Time Equivalent (FTE) position added to Recipient’s payroll in excess of the Base Employment Level at the time of application for Tax Incentives or Project Completion Assistance.

“*Forgivable Loan*” means a form of an Award made by IEDA to the Recipient for which repayment is eliminated in part or entirely if the Recipient satisfies the terms of this Contract.

“*Full-Time Equivalent job,*” “*FTE,*” or “*full-time*” means the employment of one person:

1. For 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave; or
2. The number of hours or days per week, including paid holidays, vacations and other paid leave, currently established by schedule, custom, or otherwise, as constituting a week of full-time work for the kind of service an individual performs for an employing unit, provided that the number of hours per week is at least 32 hours per week for 52 weeks per year including paid holidays, vacations, and other paid leave.

For purposes of this definition, “employment of one person” means the employment of one natural person and does not include “job sharing” or any other means of aggregation or combination of hours worked by more than one natural person.

“*Grayfield site*” means a property meeting all of the following requirements:

- a. The property has been developed and has infrastructure in place, but the property’s current use is outdated or prevents a better or more efficient use of the property. Such property includes vacant, blighted, obsolete, or otherwise underutilized property.
- b. The property’s improvements and infrastructure are at least twenty-five years old and one or more of the following conditions exists:
 - (1) Thirty percent or more of a building located on the property that is available for occupancy has been vacant or unoccupied for a period of twelve months or more.
 - (2) The assessed value of the improvements on the property has decreased by twenty-five percent or more.
 - (3) The property is currently being used as a parking lot.
 - (4) The improvements on the property no longer exist.
- c. The Authority will attempt to apply this definition in substantially the same manner as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294.

“*Job Obligations*” means the jobs that must be created or retained as a result of receipt of state or federal financial assistance, Project Completion Assistance, or Tax Incentives from IEDA and that are required to meet the Qualifying Wage Threshold requirements. Recipient’s Job Obligations are specified in Exhibit D of this Contract. Jobs that do not meet the Qualifying Wage Threshold requirements shall not be counted toward Recipient’s job creation or job retention obligations contained in Exhibit D. The Job Obligations in Exhibit D include Recipient’s Base Employment Level and the number of new jobs required to be created above the Base Employment Level.

“Laborshed Wage” means the Qualifying Wage Threshold applicable to Recipient’s Project as calculated pursuant to rule 261 IAC 173.2 and 261 IAC chapter 174 and as specified in Exhibit D of this Contract.

“Loan” means an Award of assistance with the requirement that the Award be repaid with term, interest rate, and other conditions specified as part of the conditions of the Award. “Loan” includes deferred loans, forgivable loans, and float loans. A “deferred loan” is one for which the payment for principal, interest, or both, is not required for some specified period. A “forgivable loan” is one for which repayment is eliminated in part or entirely if the borrower satisfies specified conditions. A “float loan” means a short-term loan, not to exceed 30 months, made from obligated but unexpended moneys.

“Maintenance Period” means the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.

“Maintenance Period Completion Date” means the date on which the Maintenance Period ends. The specific date on which the Maintenance Period ends is identified in Exhibit D.

“Person” means as defined in Article 6.1(g) of this Contract.

“Project” means the description of the work and activities to be completed by the Recipient as outlined in Exhibit C - Description of the Project and Award Budget.

“Project Completion Assistance” means financial assistance or technical assistance provided to an eligible business in order to facilitate the start-up, location, modernization, or expansion of the business in this state and provided in an expedient manner to ensure the successful completion of the start-up location, modernization, or expansion project.

“Project Completion Date” means the date by which the Recipient of incentives or assistance has agreed to meet all the terms and obligations contained in this Contract. The Project Completion Date will be a date by which the project must be completed, all incented jobs must be created or retained, and all other applicable requirements must be met. The specific date on which the project completion period ends is identified in Exhibit D.

“Project Completion Period” means the period of time between the Award Date and the Project Completion Date.

“Qualifying Jobs” are those Created or Retained Jobs that meet or exceed the Qualifying Wage Threshold Requirement established to qualify for program funding for the programs providing assistance to this Project.

“Qualifying Wage Threshold” means the Laborshed Wage as calculated by IEDA pursuant to statute and rule for each program under which financial assistance or Tax Incentives for this Project are awarded. The Qualifying Wage Threshold Requirement for this Project is outlined in Exhibit D, Job Obligations.

“Recipient’s Employment Base” means the number of jobs as stated in Exhibit D – Job Obligations that the Recipient and IEDA have established as the Base Employment Level for this Project. The number of jobs the Recipient has pledged to create shall be in addition to the Recipient’s Employment Base.

“Retained Job” means an existing job that meets the Qualifying Wage Threshold Requirements and would be eliminated or moved to another state if the Project did not proceed in Iowa.

“Security Documents” means all security agreements, financing statements, mortgages, personal and/or corporate guarantees required by the IEDA Board for this Award.

“*Sufficient Benefits*” means that Recipient offers to each Full-Time Equivalent permanent position a benefits package that meets one of the following:

1. Recipient pays 80 percent of the premium costs for a standard medical plan for single employee coverage with the maximum deductible specified for this project in Exhibit D; or
2. Recipient pays 50 percent of the premium costs for a standard medical plan for employee family coverage with the maximum deductible specified for this project in Exhibit D; or
3. Recipient provides medical coverage and pays the monetary equivalent of paragraph “1” or “2” above in supplemental employee benefits. Benefits counted toward monetary equivalent could include medical coverage, dental coverage, vision insurance, life insurance, pension, retirement, 401k, profit sharing, disability insurance, and child care services.

“*Tax Incentives*” means the tax credits, refunds, or exemptions IEDA has awarded for this Project as detailed in Article 3.

“*Total Project Cost*” means the cost incurred by the Recipient to complete the Project as described in Exhibit C.

ARTICLE 3: AWARD TERMS

3.1 Total Award Amount. The IEDA Board has approved an Award to the Community and Recipient from the funding sources and in the maximum amounts shown below:

PROJECT COMPLETION ASSISTANCE	FORM	MAXIMUM AMOUNT
High Quality Jobs Program	Forgivable Loan	\$ 105,000
TOTAL FINANCIAL ASSISTANCE:		\$ 105,000
TAX INCENTIVES		
High Quality Jobs Program	Tax Incentives	\$ 780,000
TOTAL STATE TAX INCENTIVES:		\$ 780,000

3.2 Terms and Conditions of Award. The terms and conditions of the Award shall be as described in this Contract and the following incorporated exhibit(s):

- Exhibit B-1 High Quality Jobs Program – Tax Credit Component Special Conditions
- Exhibit B-2 High Quality Jobs Program – Project Completion Assistance Component Special Conditions

ARTICLE 4: CONDITIONS TO AWARD; DISBURSEMENT AND ISSUANCE TERMS

4.1 Direct State Financial Assistance – Disbursements of Award Funds.

(a) *Conditions to Disbursement.* The obligation of IEDA to disburse funds under this Contract shall be subject to the conditions described in this Article 4.

(b) *Process to Request Disbursement of Award Funds.* Recipient shall prepare, sign and submit disbursement requests and reports as specified in this Contract in the form and content required by IEDA. Recipient shall verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs.

(c) *Documents Submitted.* Funds will not be disbursed until IEDA has received the documents described in section 4.3 below as well as the following additional documents, properly executed and completed and approved by IEDA as to form and substance:

1. *Security Documents.* The fully executed Security Documents required in Article 5.
2. *Promissory Note(s).* The Promissory Note(s) required and described in the exhibit(s).

3. *Requests for Disbursement.* All disbursements of Award Funds shall be subject to receipt by the IEDA of requests for disbursement, in form and content acceptable to IEDA, submitted by the Recipient. All requests shall include documentation of costs that have been paid or costs to be paid immediately upon receipt of Award proceeds.

(d) *Prior Costs.* No expenditures made prior to the Award Date may be included as Project costs. No funds will be disbursed for expenditures prior to the Award Date.

(e) *Cost Variation.* In the event that the actual cost of the Project is less than the Total Project Cost specified in Exhibit C, the Award Funds specified in Article 3.1 shall be reduced at the same ratio as the reduction in the actual cost of the Project bears to the Total Project Cost specified in Exhibit B. Any funds previously disbursed by IEDA in excess of the reduced Award Funds to be provided by IEDA shall be returned to IEDA immediately upon receipt by Recipient of a written request by IEDA for repayment.

(f) *Investment of Award Funds.*

1. In the event that the Award Funds are not immediately utilized, temporarily idle Award Funds held by the Recipient may be invested, provided that such investments shall be in accordance with State law, including but not limited to the provisions of Iowa Code chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle Award Funds held by the Recipient shall be credited to and expended on the Project prior to the expenditure of other Award Funds.

2. Within ten (10) days of receipt of a written request from IEDA, Recipient shall inform IEDA in writing of the amount of unexpended Award Funds in the Recipient's possession or under the Recipient's control, whether in the form of cash on hand, investments, or otherwise. Recipient shall return to IEDA all unexpended Award Funds remaining, including accrued interest, after all allowable Project costs have been paid or obligated within thirty (30) days after the Project Completion Date.

4.2 Tax Incentives—Conditions to Issuance of Tax Credit Number.

(a) *Tax Credit Number Required to Claim Incentives.* Recipient shall not claim the Tax Incentives described in Article 3 until IEDA has issued a tax credit number for this Project and Recipient has undertaken the activities described in this Contract and the applicable law to be eligible for such Tax Incentives.

(b) *Issuance of Tax Credit Number.* Upon satisfaction of the conditions described herein, IEDA will issue a tax credit number to the Recipient for this Project. The tax credit number shall be used in preparing any claims for Tax Incentives.

(c) *Conditions to Issuance of Tax Credit Number.* The obligation of IEDA to issue a tax credit number

shall be subject to the conditions precedent described in Article 4.

(d) *Documents Submitted.* IEDA shall have received the documents described in section 4.3, properly executed and completed, and approved by IEDA as to form and substance, prior to issuing any tax credit number.

4.3 Documents required.

(a) *Contract.* Fully executed Contract.

(b) *Incorporation Documents.* Copies of the Articles of Incorporation or the Articles of Organization, whichever is appropriate, of the Recipient, certified in each instance by its secretary or assistant secretary.

(c) *Certificate of Existence; Certificate of Authority.* A certificate of existence for the Recipient from the State of incorporation or organization, whichever is appropriate, and a certificate of authority authorizing the Recipient to conduct business in the state of Iowa, if it is not organized or incorporated in Iowa.

(d) *Results of Lien and Tax Search and Documentation of Satisfactory Credit History.* Financing statement, tax and judgment lien search results, in the Recipient's state of incorporation or organization, against the Recipient and/or the property serving as the Recipient's security under this Contract, and documentation of satisfactory credit history of the Recipient and guarantors, as applicable, with no judgments or unsatisfied liens or similar adverse credit actions.

(e) *Other Required Documents.* Such other contracts, instruments, documents, certificates and opinions as IEDA may reasonably request.

(f) *Solid or Hazardous Waste Audit.* To comply with Iowa Code section 15A.1(3)"b," if the Recipient generates solid or hazardous waste, it must either: a) submit a copy of the Recipient's existing in-house plan to reduce the amount of waste and safely dispose of the waste based on an in-house audit conducted within the past 3 years; or b) submit an outline of a plan to be developed in-house; or c) submit documentation that the Recipient has authorized the Iowa Department of Natural Resources or Iowa Waste Reduction Center to conduct the audit.

(g) *Release Form – Confidential Tax Information.* A signed Authorization for Release of Confidential State Tax Information form to permit IEDA to receive the Recipient's state tax information directly from the Iowa Department of Revenue for the purpose of evaluation and administration of Tax Incentives and other state financial assistance programs.

(h) *Project Financial Commitments.* The Recipient shall have submitted documentation acceptable to IEDA from the funding sources identified in Exhibit A committing to the specified financial involvement in the Project and received the IEDA's approval of the documentation. The documentation shall include the amount, terms and conditions of the financial commitment, as well as any applicable schedules and may include agreements and resolutions to that effect.

(i) *State Building Code Bureau Approval.* If any part of the Award proceeds will be used for the construction of new buildings and if any of the following applies:

1. The building or structure is located in a governmental subdivision which has not adopted a local building code; or

2. The building or structure is located in a governmental subdivision which has adopted a building code, but the building code is not enforced; or

3. Bidding for construction shall not be conducted prior to obtaining written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

4.4 Suspension, Reduction or Delay of Award. Any one or more of the following shall be grounds for IEDA to suspend, delay or reduce the amount of disbursement of Award Funds or delay the issuance of a tax credit number or receipt of Tax Incentives:

(a) *Unremedied event of default.* Upon the occurrence of an Event of Default, as defined in this Contract, by the Recipient, IEDA may suspend payment or issuance of the Award to the Recipient until such time as the default has been cured.

(b) *Layoff, closure or relocation.* In the event the Recipient experiences a layoff within the state of Iowa, relocates or closes any of its Iowa facilities IEDA has the discretion to reduce or eliminate some or all of the Award.

(c) *Reduction, discontinuance or alteration of state funding/programs.* Any termination, reduction, or delay of funds or Tax Incentives available due, in whole or in part, to (i) lack of, reduction in, or a deappropriation of revenues or Tax Incentives previously appropriated or authorized for this Contract, or (ii) any other reason beyond the IEDA's control may, in the IEDA's discretion, result in the suspension, reduction or delay of Award Fund or authorization or issuance of Tax Incentives to the Recipient.

4.5 Closing Cost Fee. Upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, an eligible business shall remit to the Authority a one-time compliance cost fee in the amount of \$500.

ARTICLE 5: RESERVED.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1 Representations of Recipient. The Recipient represents and warrants to IEDA as follows:

(a) *Organization and Qualifications.* The Recipient is duly organized, validly existing and in good standing under the state of its incorporation or organization, whichever is appropriate, and is authorized to conduct business in the state of Iowa. The Recipient has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying, except where the failure to so qualify would not have a material adverse effect on the Recipient's ability to perform its obligations hereunder.

(b) *Authority and Validity of Obligations.* The Recipient has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of Recipient to execute this Contract and issue, execute or otherwise secure or deliver any documents or obligations required under this Contract on behalf of the Recipient, and to perform, or cause to be performed, each and all of the obligations under the Contract.

The Contract delivered by the Recipient has been duly authorized, executed and delivered by the Recipient and constitutes the valid and binding obligations of the Recipient and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order, or decree binding upon the Recipient or any provision of the corporate governance documents of the Recipient, nor does this Contract contravene or constitute a default under any covenant, indenture or contract of or affecting the Recipient or any of its properties.

(c) *Affiliates.* The Recipient has no Affiliates involved with the Project on the Contract Effective Date.

(d) *Financial Reports.* The balance sheet of the Recipient furnished to IEDA fairly presents its financial condition as of said date and is in conformity with Generally Accepted Accounting Principles (GAAP) applied on a consistent basis. The Recipient has no contingent liabilities which are material to it, other than as indicated on such financial statements or, with respect to future periods, on the financial statements furnished to IEDA.

(e) *No Material Adverse Change.* Since the Award Date, there has been no change or the Recipient foresees no change in the condition (financial or otherwise) of the Recipient or the prospects of the Recipient, except those occurring in the ordinary course of business, none of which individually or in the aggregate has been materially adverse. To the knowledge of the Recipient, there has been no material adverse change in the condition of the Recipient, financial or otherwise, or the prospects of the Recipient.

(f) *Full Disclosure; Recipient's Financial Assistance Application.* The statements and other information furnished to the IEDA by Recipient in its Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Recipient only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(g) *Trademarks, Franchises and Licenses.* The Recipient owns, possesses, or has the right to use all necessary patents, licenses, franchises, trademarks, trade names, trade styles, copyrights, trade secrets, knowhow and confidential commercial and proprietary information to conduct its business as now conducted, without known conflict with any patent, license, franchise, trademark, trade name, trade style, copyright or other proprietary right of any other Person. As used in this Contract, "Person" means an individual, partnership, corporation, association, trust, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof.

(h) *Governmental Authority and Licensing.* The Recipient has received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its business, in each case where the failure to obtain or maintain the same could reasonably be expected to have a material adverse effect. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Recipient, threatened.

(i) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Recipient, threatened, against the Recipient which, if adversely determined would result in any material adverse change in the financial condition, properties, business or operations of the Recipient, nor is the Recipient aware of any existing basis for any such litigation or governmental proceeding.

(j) *Good Title.* The Recipient has good and defensible title to or valid leasehold interests in all of its property involved with the Project including, without limitation, the Secured Property if real property is a security for this Contract reflected on the most recent balance sheets furnished to the IEDA, except for sales of assets in the ordinary course of business.

(k) *Taxes.* All tax returns the Recipient is required to file in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees and other governmental charges upon the Recipient or upon any of its property, income or franchises, which are shown to be due and payable in such returns, have been paid, except such taxes, assessments, fees and governmental charges, if any, which are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and as to which

adequate reserves established in accordance with GAAP have been provided. The Recipient knows of no proposed additional tax assessment against it for which adequate provisions in accordance with GAAP have not been made on its accounts. Adequate provisions in accordance with GAAP for taxes on the books of the Recipient have been made for all open years, and for their current fiscal period.

(l) *Other Contracts.* The Recipient is not in default under the terms or any covenant, indenture or contract of or affecting the Recipient's business or any of its properties, which default, if uncured, would have a material adverse effect on its financial condition, properties, business or operations.

(m) *No Event of Default.* No Event of Default, as defined in Article 9, has occurred or is continuing.

(n) *Compliance with Laws.* The Recipient is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the business operations of the Recipient and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Recipient. The Recipient has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Recipient.

(o) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date and shall be deemed to be renewed and restated by the Recipient at the time each request for disbursement of Award Funds is submitted to IEDA or each time Tax Incentives are claimed by the Recipient.

6.2 Representations of Community.

(a) *Local Approvals Received; Authority and Validity of Obligations.* The Community has secured all necessary local approvals and has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of the Community to:

1. Sign this Contract, and
2. Perform each and all of the Community's obligations under this Contract.

The Contract delivered by the Community has been duly authorized, executed and delivered by the Community and constitutes the valid and binding obligations of the Community and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order or decree binding upon the Community or contravene or constitute a default under any covenant, indenture or contract of or affecting the Community or any of its properties.

(b) *Local Commitment.* The Community represents that there are legally enforceable commitments in place for the Community local commitment identified for the Project in *Exhibit C -Description of the Project and Award Budget.*

(c) *No Material Adverse Change.* Since the Award Date, there has been no material adverse change in the Community's ability to perform its obligations under this Contract.

(d) *Full Disclosure; Community's Financial Assistance Application.* The statements and other information furnished to the IEDA by the Community in the Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or

omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Community only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(e) *Governmental Authority and Licensing.* The Community has received all licenses, permits, and approvals of all federal, state, local, and foreign governmental authorities, if any, necessary to perform its obligations under this Contract. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Community, threatened.

(f) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Community, threatened, against the Community which, if adversely determined would result in any material adverse change in the Community's ability to perform under this Contract, nor is the Community aware of any existing basis for any such litigation or governmental proceeding.

(g) *No Event of Default.* No Event of Default by the Community, as defined in Article 9, has occurred or is continuing.

(h) *Compliance with Laws.* The Community is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the operations of the Community and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract. The Community has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract.

(i) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date.

ARTICLE 7: COVENANTS OF THE RECIPIENT

For the duration of this Contract, the Recipient covenants to IEDA as follows:

7.1 Project Performance Obligations.

(a) *Use Award Funds only for Project.* The Recipient shall use the Award Funds only for the Project and for the activities described in Exhibit C -Description of the Project and Award Budget and this Contract. Use of the Award Funds shall conform to the Budget for the Project as detailed in Exhibit C -Description of the Project and Award Budget. The Recipient represents that there are legally enforceable commitments in place from the funding sources identified for the Project in Exhibit C -Description of the Project and Award Budget.

(b) *Meet and Maintain Eligibility Requirements.* Recipient shall continue to meet and maintain all statutory eligibility requirements for the funding sources providing assistance under this Contract.

(c) *Project Time Period.* This Contract covers the Project time period from the Award Date through the Maintenance Period Completion Date. Recipient shall complete and maintain the Project within the

Project time period shown below:

		COMPLIANCE MEASUREMENT POINT		COMPLIANCE MEASUREMENT POINT	
Award Date	Project Completion Period	Project Completion Date	Maintenance Period	Maintenance Period Completion Date	Contract Closeout
<p>“Award Date” is the date first stated in this Contract and is the date the IEDA Board approved the awarding of financial assistance to the Recipient for the Project.</p>	<p>“Project Completion Period” is the period of time between the Award Date and the Project Completion Date.</p>	<p>“Project Completion Date” is the date defined in Exhibit D by which the Recipient must complete the Project.</p> <p>At this point, IEDA will review the Project to verify compliance with Contract terms and obligations.</p>	<p>“Maintenance Period” is the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.</p>	<p>“Maintenance Period Completion Date” is the date defined in Exhibit D on which the Maintenance Period ends.</p> <p>At this point, IEDA will review the Project to verify that it was maintained in compliance with Contract terms and obligations.</p>	<p>IEDA will conduct Contract Closeout procedures after all events described in Article 1 have been met.</p> <p>“Contract End Date” is the date stated in IEDA’s written Notice of Final Contract Closeout that is issued pursuant to Article 1.</p>

(d) *Complete Project by Project Completion Date.* By the Project Completion Date, Recipient shall complete the Project, make the total investment it pledged for the Project and in accordance with the Award Budget as detailed in Exhibit C - Description of the Project and Award Budget, and comply with all other performance requirements described in this Contract.

(e) *Total Project Costs.* By the Project Completion Date, Recipient shall have completed the Project with a Total Project Cost as detailed in Exhibit C - Description of the Project and Award Budget.

(f) *Maintain Project through Maintenance Period Completion Date.* Recipient shall maintain the Project through the Maintenance Period Completion Date.

(g) *Maintain Project in Iowa During Contract Period.* The Recipient shall at all times preserve and maintain its existence as a corporation in good standing and maintain the Project in Iowa. The Recipient will preserve and keep in force and effect all licenses, permits, franchises, approvals, patents, trademarks, trade names, trade styles, copyrights and other proprietary rights necessary to the proper conduct of its respective business.

7.2 Taxes and Insurance.

(a) *Pay Taxes and Assessments.* The Recipient shall duly pay and discharge all taxes, rates, assessments, fees, and governmental charges upon or against its properties, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and adequate reserves are provided therefore.

(b) *Maintain Insurance.* The Recipient shall insure and keep insured in good and responsible insurance companies all insurable property owned by it which is of a character usually insured by Persons similarly situated and operating like properties against loss or damage from such hazards or risks as are insured by Persons similarly situated and operating like properties, and the Recipient shall insure such other hazards

and risks, including employers' and public liability risks in good and responsible insurance companies as and to the extent usually insured by Persons similarly situated and conducting similar business. The Recipient will, upon request of IEDA, furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Article.

7.3 Preserve Project and Protect Security.

(a) *Maintenance of Properties.* The Recipient shall maintain, preserve and keep its properties in good repair, working order and condition, ordinary wear and tear excepted, and will from time to time make all needful and proper repairs, renewals, replacements, additions and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained in accordance with prudent business practices.

(b) *Restrictions on Security.* If Security is required pursuant to Article 5 of this Contract, the Recipient shall not, without prior written disclosure to IEDA and prior written consent of IEDA, which shall not be unreasonably withheld, directly or indirectly:

1. Sell, transfer, convey, assign, encumber or otherwise dispose of any of the Secured Property for this Project.
2. Place or permit any restrictions, covenants or any similar limitations on the Secured Property or in the Security Documents for the Project.
3. Remove from the Project site or the State all or any part of the Secured Property.
4. Create, incur or permit to exist any lien of any kind on the Secured Property.

7.4 Recipient Changes.

(a) *No Changes in Recipient Operations.* The Recipient shall not materially change the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient, as described in the Recipient's approved Financial Assistance Application, Exhibit A of this Contract, unless approved in writing by IEDA prior to the change.

(b) *Changes in Recipient Ownership, Structure and Control.* The Recipient shall not materially change the ownership, structure, or control of the business if it would adversely affect the Project. This includes, but is not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of assets directly associated with the Project. Recipient shall provide IEDA with advance notice of any proposed changes in ownership, structure or control. The materiality of the change and whether the change adversely affects the Project shall be as reasonably determined by IEDA.

7.5 Required Reports.

(a) *Review of Reports.* The Recipient shall prepare, sign and submit required reports, in the form and content required by IEDA, as specified in this Contract.

(b) *Reports.* The Recipient shall prepare, sign and submit the following reports to the IEDA throughout the Contract period:

<u>Report</u>	<u>Due Date</u>
<u>Annual Project Status Report</u> The Annual Project Status Report will collect	July 31 st for the period ending June 30 th

information from the Recipient about the status of the Project.	
<u>End of Project Report</u> The End of Project Report will collect information from the Recipient about the completed Project.	Within 30 days of Project Completion Date
<u>End of Maintenance Period Report</u> The End of Maintenance Period Report will collect information from the Recipient's continued maintenance of the Project.	Within 30 days of the end of the Maintenance Period Completion Date

(c) *Additional Reports, Financial Statements as Requested by IEDA.* The IEDA reserves the right to require more frequent submission of reports if, in the opinion of the IEDA, more frequent submissions would provide needed information about Recipient's Project performance, or if necessary in order to meet requests from the Iowa General Assembly, the Department of Management or the Governor's office. At the request of IEDA, Recipient shall submit its annual financial statements completed by an independent CPA, or other financial statements including, but not limited to, income, expense, and retained earnings statements.

7.6 Compliance with Laws.

(a) *State, local and federal laws.* Recipient shall comply in all material respects with the requirements of all applicable federal, state and local laws, rules, regulations and orders.

(b) *Environmental laws.* Recipient shall comply in all material respects with all applicable environmental, hazardous waste or substance, toxic substance and underground storage laws and regulations, and the Recipient shall obtain any permits or licenses and shall acquire or construct any buildings, improvements, fixtures, equipment or its property required by reason of any applicable environmental, hazardous waste or substance, toxic substance or underground storage laws or regulations.

(c) *Nondiscrimination laws.* Recipient shall comply in all material respects with all applicable federal, state, and local laws, rules, ordinances, regulations and orders applicable to the prevention of discrimination in employment, including the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action.

(d) *Worker rights and safety.* The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules, ordinances, regulations and orders applicable to worker rights and worker safety.

(e) *Immigration laws.* Recipient shall only employ individuals legally authorized to work in this State. In addition to any and all other applicable penalties provided by current law, all or a portion of the Award is subject to recapture by IEDA if Recipient is found to employ individuals not legally authorized to work in the State of Iowa.

(f) *Compliance with IEDA's Administrative Rules.* Recipient shall comply with IEDA's administrative rules for the programs under which assistance is provided to the Project and rules governing administration of this Contract.

7.7 Inspection and Audit. The Recipient shall permit the IEDA and its duly authorized representatives, at such reasonable times and reasonable intervals as the IEDA may designate, to:

(a) Conduct site visits and inspect the Project.

(b) Audit financial records related to the Project.

(c) Examine and make copies of the books of accounts and other financial records of the Recipient related to the Project.

(d) Discuss the affairs, finances and accounts of the Recipient with, and to be advised as to the same by, its officers, and independent public accountants. By this provision, the Recipient authorizes such accountants to discuss with the IEDA and the IEDA's duly authorized representatives the finances and affairs of the Recipient.

7.8 Maintenance and Retention of Records.

(a) *Maintain Accounting Records.* The Recipient is required to maintain its books, records and all other evidence pertaining to this Contract in accordance with GAAP and such other procedures specified by IEDA.

(b) *Access to Records.* Records to verify compliance with the terms of this Contract shall be available at all times, and made available to IEDA and its designees at places and times designated by IEDA, for the duration of this Contract and any extensions thereof. Recipient shall make its records available to: (i) IEDA; (ii) IEDA's internal or external auditors, agents and designees; (iii) the Auditor of the State of Iowa; (iv) the Attorney General of the State of Iowa; (v) the Iowa Division of Criminal Investigations and any other applicable law enforcement agencies.

(c) *Records Retention Period.* Recipient shall retain the records for a period of three (3) years from the Contract End Date, unless the records are the subject of an audit, investigation, or administrative or legal proceeding. In those instances, the records shall be retained until the audit, investigation or proceeding has been resolved.

7.9 Required Notices from Recipient to IEDA.

(a) *Notice of Major Changes.* Recipient shall provide IEDA with written notice within thirty (30) days of the occurrence of: (a) any event that has a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract; (b) the termination of the business conducted at the Project; (c) a material modification of the nature of the business conducted at the Project; and (d) the transfer of the Project or any material interest in the Project in connection with financing or refinancing the Project.

(b) *Notice of Proceedings.* Without limiting Section 7.9(a), Recipient shall promptly provide IEDA with written notice within ten (10) days of the occurrence of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that have a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract.

7.10 Indemnification. The Recipient shall indemnify, defend and hold harmless the IEDA; the State of Iowa; its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims, including taxes, and all related costs and expenses, including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties, arising from or in connection with any of the following:

(a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;

(b) Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by the Recipient of any representation, warranty or covenant made by the Recipient in this Contract;

(c) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Recipient is required to insure against as provided for in this Contract; and

(d) Any claim, demand, action, citation or legal proceeding which results from an act or omission of the Recipient or any of its agents in its or their capacity as an employer of a person.

7.11 Repayment of Unallowable Costs. Recipient shall repay any Award received or realized that is determined by IEDA, its auditors, agents or designees, the Auditor of the State of Iowa, or similar authorized governmental entity to be unallowable under the terms of this Contract.

7.12 Ongoing Fees Based on Claims. For the duration of this Contract and for as long as Recipient claims or applies for benefits against its Iowa tax liability under this Contract, Recipient shall remit to the Authority a compliance cost fee equal to one-half of 1 percent of the value of the Tax Incentives claimed pursuant to this Contract. The fee shall be due and payable upon filing the Recipient's annual tax return for each tax year in which the Recipient claims Tax Incentives under this Contract.

ARTICLE 8: COVENANTS OF THE COMMUNITY

For the duration of this Contract, the Community covenants to IEDA as follows:

8.1 Local Match. The Community shall provide the local financial assistance for the Project as described in Exhibit C, Project Description and Award Budget.

8.2 Notice to IEDA. In the event the Community becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, any change in the Recipient's ownership, structure or operation, or any other similar occurrence, the Community shall promptly provide written notice to IEDA.

ARTICLE 9: DEFAULTS AND REMEDIES

9.1 Default by Recipient. An unremedied Event of Default may result in termination of this Contract and repayment of all or a portion of the Award Funds disbursed to Recipient and the value of the Tax Incentives actually received, plus applicable default interest and costs.

(a) *Events of Default* Any one or more of the following shall constitute an "Event of Default" under this Contract:

1. *Nonpayment.* Failure to make a payment when due of any Loan or other payment required by this Contract whether by lapse of time, acceleration or otherwise; or

2. *Noncompliance with Covenants.* Default in the observance or performance of any covenant set forth in Article 7, for more than five (5) business days; or

3. *Noncompliance with Security Documents.* Default in the observance or performance of any term of any Security Document if required in Article 5 beyond any applicable grace period set forth therein; or

4. *Noncompliance with Contract.* Default in the observance or performance of any other provision

of this Contract; or

5. *Material Misrepresentation.* Any representation or warranty made by the Recipient in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof; or

6. *Security Deficiencies.* Any of the Security Documents that represent the Security pledged by Recipient to secure this Contract fails for any reason to create a valid and perfected priority security interest in favor of the IEDA; or

7. *Judgment.* Any judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes entered or filed against the Recipient or against any of its property and remains unvacated, unbonded or unstayed for a period of 30 days which materially and adversely affects Recipient's ability to perform its obligations under this Contract; or

8. *Adverse Change in Financial Condition.* Any change occurs in the financial condition of the Recipient which would have a material adverse effect on the ability of the Recipient to perform under this Contract; or

9. *Bankruptcy or Similar Proceedings Initiated.* Either the Recipient shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) commence any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) fail to contest in good faith any appointments or proceeding described below; or

10. *Appointment of Officials.* A custodian, receiver, trustee, examiner, liquidator or similar official is appointed for either the Recipient or any substantial part of any of its respective property, or a proceeding described above is commenced against the Recipient and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of sixty (60) days; or

11. *Insecurity.* IEDA in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Contract, or the performance of or observance of the covenants in this Contract, is or will be materially impaired; or

12. *Failure to Submit Required Reports.* The Recipient fails to submit complete reports by the required due dates as outlined in Article 7; or

13. *Layoffs, Relocation or Closure.* The Recipient or any Affiliate experiences a layoff or relocates or closes any of its facilities within the state of Iowa; or

14. *Hiring workers not authorized to work in state.* The Recipient fails to only employ only individuals legally authorized to work in the state of Iowa. If Recipient is found to knowingly employ individuals not legally authorized to work in the state of Iowa then, in addition to any and all other applicable penalties provided by current law, all or a portion of the assistance received is subject to repayment; or

15. *Failure to Maintain Program Eligibility Requirements.* Recipient fails to maintain a statutory eligibility requirement for a program providing assistance under this Contract.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Recipient setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default has occurred and is not cured within the required time period, IEDA may, after written notice to Recipient:

1. Terminate this Contract.
2. Suspend or reduce pending and future disbursements.
3. Declare immediately due and payable without further demand, presentment, protest or notice of any kind the principal and any accrued interest on any outstanding Promissory Notes issued pursuant to this Contract, including both principal and interest and all fees, charges and other amounts payable under this Contract.
4. Require repayment of all or a portion of Award Funds disbursed.
5. Revoke or reduce authorized Tax Incentives.
6. Require full repayment of all or a portion of the value of Tax Incentives received.

(d) *Pro Rata Repayment Permitted in Certain Circumstances.* Barring any other Event of Default, IEDA may permit pro rata repayment of the Project Completion Assistance received if the default is due solely to one of the following circumstances:

1. *Failure to Meet Job Obligations by Project Completion Date.* If the Recipient does not meet its Job Obligations as detailed in Exhibit D, Job Obligations, by the Project Completion Date, Recipient shall repay a portion of the Project Completion Assistance received. The amount to be repaid is calculated based on the number of jobs that are at or above the Qualifying Wage Threshold Requirement. Repayment of any amounts due will be at the rate of \$5,000.00 per unfilled job. This per job rate is calculated as follows: \$105,000 Forgivable Loan Award Amount divided by 21 jobs to be created.

For example, if the Recipient is short by 10 jobs the amount to be repaid is \$5,000.00 per job multiplied by 10, for a total due of \$50,000.00. Interest shall apply as described in paragraph 9.1(e).

Upon repayment of the amount due, IEDA will reduce the Recipient's Job Obligations. The reduced Job Obligations must be maintained through the Maintenance Period Completion Date.

2. *Job shortfall at Maintenance Period Completion Date.* If the Recipient does not maintain its adjusted Job Obligations through the Maintenance Period Completion Date, Recipient shall repay an additional portion of the Project Completion Assistance received for the number of jobs it failed to maintain. The amount to be repaid will be calculated as described in subsection 1 above.

3. *Less than Total Project Cost at Project Completion Date.* If the Recipient does not complete the Project with a Total Project Cost as stated in Exhibit C, Description of Project and Award Budget, by the Project Completion Date, Recipient shall repay a portion of the Project Completion Assistance received based on the amount of shortfall in comparison to the required Total Project Cost. For example, if the

Recipient's required Total Project Cost is 10% less than pledged, 10% of the Award amount received must be repaid, plus 6% interest calculated from the date of first disbursement of Award Funds.

4. *Repayment Amount If Both Shortfall In Job Obligations and Less Than Total Project Cost.* If the Recipient experiences a shortfall in its Job Obligations and the Total Project Cost is less than required, Recipient shall repay to IEDA the greater of the amount owed for the job shortfall or the amount owed for the investment shortfall.

(e) *Default Interest Rate.* If an Event of Default occurs and remains uncured, a default interest rate of 6% shall apply to repayment of amounts due under this Contract. The default interest rate shall accrue from the first date Award Funds are disbursed or Tax Incentives are received.

(f) *Expenses.* The Recipient agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA, including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Recipient or in connection with the enforcement of any of the terms of this Contract.

9.2 Default by Community. An unremedied Event of Default may result in termination of this Contract and repayment by Community of all or a portion of the pledged local match, plus applicable default interest and costs.

(a) *Events of Default.* Any one or more of the following shall constitute an "Event of Default by Community" under this Contract:

1. *Noncompliance with Covenants.* Default in the observance or performance of any covenants of the Community set forth in Article 8, for more than five (5) business days; or

2. *Material Misrepresentation.* Any representation or warranty made by the Community in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made by Community in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Community setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Community shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default by Community has occurred and is not cured within the required time period, IEDA may, after written notice to Community:

1. Suspend or reduce pending and future disbursements to Community.

2. Require payment by Community of the amount of local financial assistance pledged to the Project but not provided.

(d) *Expenses.* The Community agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Community or in connection with the enforcement of any of the terms of this Contract.

ARTICLE 10: MISCELLANEOUS.

10.1 Choice of Law and Forum; Governing Law.

(a) In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. If, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

(b) This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the IEDA, the State of Iowa or its members, officers, employees or agents.

(c) This Contract and the rights and duties of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of Iowa without regard to principles of conflicts of laws.

10.2 Contract Amendments. Neither this Contract nor any documents incorporated by reference in connection with this Contract, may be changed, waived, discharged or terminated orally, except as provided below:

(a) *Writing required.* The Contract may only be amended if done so in writing and signed by all the parties. Examples of situations requiring an amendment include, but are not limited to, time extensions, budget revisions, and significant alterations of existing activities or beneficiaries.

(b) *IEDA review.* Requests to amend this Contract shall be processed by IEDA in compliance with the IEDA's rules and procedures applicable to contract amendments.

10.3 Notices. Except as otherwise specified herein, all notices hereunder shall be in writing, including, without limitation by fax, and shall be given to the relevant party at its address, e-mail address, or fax number set forth below, or such other address, e-mail address, or fax number as such party may hereafter specify by notice to the other parties provided by United States mail, by fax or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

To the Recipient at:

Gelita USA, Inc.
Rob Mayberry
2445 Port Neal Road
Sergeant Bluff, IA 51054

E-mail: rob.mayberry@gelita.com
Telephone: 712.943.1660
Facsimile: 712.943.1693

To the IEDA at:

Iowa Economic Development Authority
Compliance
200 East Grand Avenue
Des Moines, Iowa 50309
Attention: Business Development - Compliance

E-mail: Compliance@iowa.gov
Telephone: 515.725.3000

Facsimile: 515.725.3010

To the Community at:
Woodbury County
David Gleiser
620 Douglas Street
Sioux City, IA 51101

E-mail: dgleiser@woodburycountyiowa.gov
Telephone: 712.279.6609
Facsimile: 712.279.6530

Each such notice, request or other communication shall be effective (i) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this Article and a confirmation of such facsimile has been received by the sender, (ii) if given by e-mail, when such e-mail is transmitted to the e-mail address specified in this Article and a confirmation of such e-mail has been received by the sender, (iii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iv) if given by any other means, when delivered at the addresses specified in this Article.

10.4 Headings. Article headings used in this Contract are for convenience of reference only and are not a part of this Contract for any other purpose.

10.5 Final Authority. The IEDA shall have the authority to reasonably assess whether the Recipient has complied with the terms of this Contract. Any IEDA determinations with respect to compliance with the provisions of this Contract shall be deemed final determinations pursuant to Iowa Code Chapter 17A, Iowa Administrative Procedure Act.

10.6 Waivers. No waiver by IEDA of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the IEDA in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by IEDA shall preclude future exercise thereof or the exercise of any other right or remedy.

10.7 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

10.8 Survival of Representations. All representations and warranties made herein or in any other Contract document or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Contract and the other Contract documents and shall continue in full force and effect with respect to the date as of which they were made until all of Recipient's obligations or liabilities under this Contract have been satisfied.

10.9 Severability of Provisions. Any provision of this Contract which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. All rights, remedies and powers provided in this Contract or any other Contract document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Contract and any other Contract document are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Contract or any other Contract document invalid or unenforceable.

10.10 Successors and Assigns. This Contract shall be binding upon the Recipient and IEDA and their

respective successors and assigns, and shall inure to the benefit of the IEDA and Recipient and their successors and assigns.

10.11 Nonassignment. This Contract shall not be assigned, in whole or in part, by Recipient unless approved in writing by IEDA.

10.12 Termination. This Contract can be terminated under any of the following circumstances:

(a) *Agreement of the Parties.* Upon written agreement of the Recipient, the Community and IEDA.

(b) *Unremedied Event of Default.* As a result of the Recipient's or Community's unremedied Event of Default pursuant to Article 9.

(c) *Termination or reduction in funding to IEDA.* As a result of the termination or reduction of funding to IEDA as provided in Article 4.4(c).

10.13 Documents Incorporated by Reference. The following documents are incorporated by reference and considered an integral part of this Contract:

1. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # 17-HQJDF-023 and 17-HQJTC-023
2. Exhibit B-1 High-Quality Jobs Program – Tax Credit Component Special Conditions
3. Exhibit B-2 High-Quality Jobs Program – Project Completion Assistance Component Special Conditions
4. Exhibit C - Description of the Project and Award Budget
5. Exhibit D - Job Obligations
6. Exhibit E- Reserved
7. Exhibit F - Reserved

10.14 Order of Priority. In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

1. Article 1 - 10 of this Contract.
2. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # 17-HQJDF-023 and 17-HQJTC-023
3. Exhibit B-1 High-Quality Jobs Program – Tax Credit Component Special Conditions
4. Exhibit B-2 High-Quality Jobs Program – Project Completion Assistance Component Special Conditions
5. Exhibit C - Description of the Project and Award Budget
6. Exhibit D - Job Obligations
7. Exhibit E - Reserved
8. Exhibit F - Reserved

10.15 Integration. This Contract contains the entire understanding between the Parties relating to the Project and any representations that may have been made before or after signing this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the Parties has relied on any such prior representation in entering into this Contract.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract, effective as of the latest date stated below (Contract Effective Date).

FOR IEDA:

BY:

Deborah V. Durham, Director

Date

FOR RECIPIENT:

BY:

Signature

Typed Name and Title

Date

FOR THE COMMUNITY:

BY:

Signature

Typed Name and Title

Date

LIST OF EXHIBITS

- Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # 17-HQJDF-023 and 17-HQJTC-023
- Exhibit B-1 High Quality Jobs Program – Tax Credit Component Special Conditions
- Exhibit B-2 High Quality Jobs Program – Project Completion Assistance Component Special Conditions
- Exhibit C - Description of the Project and Award Budget
- Exhibit D - Job Obligations
- Exhibit E - Reserved
- Exhibit F - Reserved

EXHIBIT B – 1
High Quality Jobs Program – Tax Credit Component

Special Conditions to Contract # 17-DF/TC-021

The following additional terms shall apply to the Contract:

SECTION 1: ADDITIONAL DEFINITIONS.

The following additional terms are defined in this Contract as follows:

“*Capital Investment*” means the investment spent on depreciable assets. The minimum Capital Investment required for this Project is as stated in Section 2 of this Exhibit. The allowable categories of expenditures for purposes of calculating Capital Investment are described in IEDA’s administrative rule 261 IAC 174.10.

“*Investment Qualifying for the Tax Credit*” means new investment directly related to jobs created or retained by the start-up, location, expansion or modernization for this Project.

“*Qualifying Investment*” means the statutorily-required minimum investment amount that must be made and maintained by the Recipient to receive High Quality Jobs Program Tax Incentives for this Project. This amount is as stated in Section 2 of this Exhibit. Not all expenditures count toward meeting the required Qualifying Investment. The categories of expenditures that can be included for purposes of meeting and maintaining statutorily-required investment requirements are described in 261 IAC 174.10.

“*Economically Distressed Area*” means a county that ranks among the bottom 33 of all Iowa counties, as measured by either the average monthly unemployment level for the most recent 12-month period or the average annualized unemployment level for the most recent five-year period.

SECTION 2: TERMS AND CONDITIONS OF THE AWARD

2.1 Award. The Recipient is awarded the following Tax Incentives through the High Quality Jobs Program, based on the minimum investment requirements described herein: \$780,000.

2.2 Minimum Investment Requirements. As a condition of receiving Tax Incentives, the Recipient shall meet the following minimum investment requirements:

- | | |
|--|---------------|
| (a) Capital Investment. | \$ 22,065,000 |
| (b) Qualifying Investment. | \$ 21,960,000 |
| (c) Investment Qualifying for Tax Credits. | \$ 21,960,000 |

2.3 Additional Tax Incentives. The Recipient is eligible for additional incentives pursuant to Iowa Code section 15.326, et. seq. The following Tax Incentives, in the maximum amounts shown for each authorized incentive, are so available to the Recipient:

Authorized Incentives	Included in Award	Maximum Amt.
<i>Refund of Sales, Service, and Use Taxes.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ 150,000
<i>Refund of Sales Taxes Attributable to Racks, Shelving, and Conveyor Equipment.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0

Authorized Incentives	Included in Award	Maximum Amt.
<i>Corporate Tax Credit For Certain Sales Taxes Paid By Third Party Developer.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Investment Tax Credit (negotiated)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ 630,000
<i>Research Activities Credit.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Local Property Tax Exemption Provided by Community</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0

2.4 Conditions for Authorized Incentives. The Recipient is responsible to seek these additional incentives through processes described in the applicable statutes and corresponding administrative rules, ordinances and procedures. The following conditions shall apply to the incentives described in section 2.3 of this Exhibit.

(a) *Refund Of Sales, Service And Use Taxes Paid To Contractors Or Subcontractors.* The Recipient is eligible for a refund of sales, service and use taxes paid to contractors and subcontractors as authorized in Iowa Code section 15.331A (2011 Supplement).

1. The Recipient may apply for a refund of the sales and use taxes paid under Iowa Code chapters 422 and 423 for gas, electricity, water or sewer utility services, goods, wares, or merchandise, or on services rendered, furnished, or performed to or for a contractor or subcontractor and used in the fulfillment of a written contract relating to the construction or equipping of a facility of the Recipient.
2. Taxes attributable to intangible property and furniture and furnishings shall not be refunded.
3. To receive a refund of the sales, service and use taxes paid to contractors or subcontractors, the Recipient must:
 - i. Inform the Iowa Department of Revenue (IDR) in writing within two weeks of project completion. For purposes of claiming this refund, "*project completion*" means the first date upon which the average annualized production of finished product for the preceding ninety-day period at the manufacturing facility operated by the Recipient is at least fifty percent of the initial design capacity of the facility.
 - ii. Make an application to IDR within one year after "project completion," as defined in sub-paragraph i above.

(b) *Reserved.*

(c) *Reserved.*

(d) *Investment Tax Credit.*

1. The Recipient may claim an investment tax credit as provided in Iowa Code section 15.333. Such credit may be claimed for a portion of the Qualifying Expenditures, as defined below in

subparagraph (3), directly related to Job Obligations, as described in Exhibit D, of the start-up or location, expansion, or modernization of the business under this program. The credit shall be earned when the qualifying asset is placed in service. The Recipient shall not claim more than the amount authorized for this incentive as stated above and in Article 3 of the Contract. Any credit in excess of the tax liability for the tax year may be credited to the tax liability for the following seven years or until depleted, whichever occurs first.

2. The tax credit shall be amortized equally over a five-year period as specified below:

July 1, 2016 – June 30, 2017	\$ 126,000
July 1, 2017 – June 30, 2018	\$ 126,000
July 1, 2018 – June 30, 2019	\$ 126,000
July 1, 2019 – June 30, 2020	\$ 126,000
July 1, 2020 – June 30, 2021	\$ 126,000

3. Only Qualifying Expenditures are eligible for the investment tax credit. For purposes of this incentive, “Qualifying Expenditures” means:

- i. The purchase price of real property and any buildings and structures located on the real property.
 - ii. The cost of improvements made to real property which is used in operation of the business.
 - iii. The costs of machinery and equipment, as defined in Iowa Code section 427A.1(1) “e” and “j” purchased for use in the operation of the business and for which the purchase price may have been depreciated in accordance with GAAP.
4. If the Project includes leasing of new construction or major renovation of an existing building, the annual base rent paid to a third-party developer by Recipient must be for a period equal to the term of the lease agreement but cannot exceed the maximum term of the agreement, provided the cumulative cost of the base rent payments for that period does not exceed the cost of the land or the third-party developer’s costs to build or renovate the building for the Recipient. Limitations to annual base rent shall only be considered when the Project includes the construction of a new building or the major renovation of an existing building. The Recipient shall enter into a lease agreement with the third-party developer for a minimum of five years.

(e) *Reserved.*

(f) *Reserved.*

SECTION 3: ADDITIONAL COVENANTS

In addition to the Covenants described in Article 7 of the Contract, the Recipient shall be bound to the additional covenants:

3.1 Job Obligations. By the Project Completion Date, the Recipient shall create and/or retain the number of FTE Created Jobs and Retained Jobs included in, for Retained Jobs, and above, for Created Jobs,

the Recipient's Base Employment Level, as detailed in Exhibit D – Job Obligations, and maintain the jobs through the Maintenance Period.

3.2 Wage Obligations. The Qualifying Wage Threshold rates specific to this Contract that must be met are stated in Exhibit D, Job Obligations. By the Project Completion Date and through the Maintenance Completion Period Date, the Recipient shall:

(a) For Projects in Economically Distressed Areas or at a designated Grayfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 100% of the Qualifying Wage Threshold.

(b) For Projects at a designated Brownfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 90% of the Qualifying Wage Threshold.

(c) For all other Projects:

1. For the *Created Jobs*, pay 100% of the Qualifying Wage Threshold at the start of the Project Completion Period, at least 120% of the Qualifying Wage Threshold by the Project Completion Date, and at least 120% of the Qualifying Wage Threshold until the Maintenance Period Completion Date.

2. For the *Retained Jobs*, pay at least 120% of the Qualifying Wage Threshold throughout both the Project Completion Period and the Maintenance Period.

3.3 Provide Sufficient Benefits. The Recipient shall provide Sufficient Benefits to all employees included as part of the job and wage obligations.

SECTION 4: ADDITIONAL DEFAULT PROVISIONS

In addition to the default provisions included in Article 9 of the Contract, the following default provisions shall apply:

4.1 Repayment of Tax Incentives Received - High Quality Jobs Program. IDR is the state agency responsible for collecting the value of any Tax Incentives received in violation of the terms of this Contract. The Community is the party responsible for collecting the value of the local tax incentives received in violation of this Contract. IEDA will determine if the Recipient has met the terms of this Contract. If there is an unremedied Event of Default, IEDA will provide written notice to IDR and the Community. Calculation of the amount owed may be based on a sliding scale in certain circumstances and may include interest assessed by IDR. Those circumstances are as follows:

(a) Failure to Meet Job Obligations by Project Completion Date. If the Recipient does not meet its Job Obligations as detailed in Exhibit D, Job Obligations by the Project Completion Date, the repayment amount shall be the same proportion as the amount of the shortfall in created jobs. For example, if the Recipient creates 50 percent of the jobs required, the Recipient shall repay 50 percent of the incentives received.

Upon repayment of the amount due, IEDA will reduce the Recipient's Job Obligations. The reduced Job Obligations must be maintained through the Maintenance Period Completion Date.

(b) Job shortfall at Maintenance Period Completion Date. If the Recipient does not maintain its adjusted Job Obligations through the Maintenance Period Completion Date, Recipient shall repay an additional percentage of the Tax Incentives it has received. The amount to be repaid will be calculated as

described in subsection (a) above.

(c) **Qualifying Investment.** If the Recipient does not meet its Qualifying Investment requirement as defined in Section 2 of this Exhibit, the repayment amount shall be the same proportion as the amount of the shortfall in required Qualifying Investment. For example, if the Recipient meets 75 percent of the amount of required Qualifying Investment, the Recipient shall repay 25 percent of the amount of the incentives received.

(d) **Less than Total Project Cost at Project Completion Date.** If the Recipient does not complete the Project with a Total Project Cost as stated in Exhibit C, Project Description and Award Budget, by the Project Completion Date Recipient shall repay a portion of the Tax Incentives received.

For example, if the Recipient's actual Total Project Cost is 10% less than pledged, 10% of the value of the Tax Incentives received, plus any interest assessed by IDR, must be repaid.

(e) **Repayment Amount If Shortfall in Job Obligations, Qualifying Investment and/or Less Than Total Project Cost.** If the Recipient experiences a shortfall in two or more of its requirements related to Job Obligations, Qualifying Investment, or the Total Project Cost, IEDA will calculate the percentage owed for the Recipient's failure to meet each of the requirements. The higher of these amounts shall be the amount Recipient shall repay to IDR.

(f) **Selling, Disposing, or Razing of Property.** If, within five years of purchase, the Recipient sells, disposes of, razes, or otherwise renders unusable all or a part of the land, building, or other existing structures for which an investment tax credit was claimed, the income tax liability of the Recipient for the year in which all or part of the property is sold, disposed of, razed, or otherwise rendered unusable shall be increased by one of the following amounts, plus any interest assessed by IDR:

1. 100% of the tax credit claimed if the property ceases to be approved for the tax credit within one full year after being placed in service.
2. 80% of the tax credit claimed if the property ceases to be approved for the tax credit within two full years after being placed in service.
3. 60% of the tax credit claimed if the property ceases to be approved for the tax credit within three full years after being placed in service.
4. 40% of the tax credit claimed if the property ceases to be approved for the tax credit within four full years after being placed in service.
5. 20% of the tax credit claimed if the property ceases to be approved for the tax credit within five full years after being placed in service.

- End of Exhibit B – 1 -

EXHIBIT B – 2
High Quality Jobs Program – Project Completion Assistance Component

Special Conditions to Contract # 17-DF/TC-021

The following additional terms shall apply to the Contract:

SECTION 1: ADDITIONAL DEFINITIONS.

The following additional terms are defined in this Contract as follows:

“*Economically Distressed Area*” means a county that ranks among the bottom 33 of all Iowa counties, as measured by either the average monthly unemployment level for the most recent 12-month period or the average annualized unemployment level for the most recent five-year period.

SECTION 2 : TERMS OF THE AWARD.

2.1 Description of Award. \$105,000 of the Award shall be from the High Quality Jobs Program - Project Completion Assistance Component.

2.2 Form of Assistance. The Award, or portion thereof, made through the High Quality Jobs Program - Project Completion Assistance Component shall be in the following form(s):

(a) *Reserved.*

(b) *Forgivable Loan.* The Forgivable Loan shall be awarded to Recipient on the following terms and conditions:

1. Amount: \$ 105,000.
2. Interest Rate: 0 %; Interest accrues from the date of first disbursement of funds.
3. Term: 60 months.
4. *Promissory Note.* The obligation to repay the Forgivable Loan shall be evidenced by a Promissory Note executed by the Recipient.
5. *Terms of Forgiveness.* This Forgivable Loan will be forgiven if the Recipient:
 - (i) Completes the Project Performance Obligations in Article 7 of the Contract by the Project Completion Date, and
 - (ii) Maintains the Project Performance Obligations in Article 7 through the Maintenance Period Completion Date, and
 - (iii) Satisfies all other terms and of this Contract, and
 - (iv) Is not in default under this Contract.

6. *Prepayment.* The outstanding principal and accrued interest of this Forgivable Loan, or any part thereof that is not forgiven, may be prepaid in part or in full at any time without penalty.

7. *Acceleration upon Default.* If there is a failure to pay any installment of principal and interest when due, or only a portion is paid, or in the event of any other Event of Default under this Contract, the IEDA may declare the entire unpaid principal and all accrued interest immediately due and payable.

(c) *Reserved.*

2.3 Additional Special Terms and Conditions. The Recipient shall comply with the additional terms and conditions as a requirement of the Award, or portion thereof, described in this Exhibit:

- Award funds to be disbursed after Maintenance Period Completion Date and satisfactory close-out.

SECTION 3: ADDITIONAL COVENANTS

In addition to the Covenants described in Article 7 of the Contract, the Recipient shall be bound to the additional covenants:

3.1 Job Obligations. By the Project Completion Date, the Recipient shall create and/or retain the number of FTE Created Jobs and Retained Jobs included in, for Retained Jobs, and above, for Created Jobs, the Recipient's Base Employment Level, as detailed in Exhibit D – Job Obligations, and maintain the jobs through the Maintenance Period.

3.2 Wage Obligations. The Qualifying Wage Threshold rates specific to this Contract that must be met are stated in Exhibit D, Job Obligations. By the Project Completion Date and through the Maintenance Completion Period Date, the Recipient shall:

(a) For Projects in Economically Distressed Areas or at a designated Grayfield Site the Qualifying Wage Threshold requirement applicable to all phases of the Project is 100% of the Qualifying Wage Threshold.

(b) For Projects at a designated Brownfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 90% of the Qualifying Wage Threshold.

(c) For all other Projects:

1. For the *Created Jobs*, pay 100% of the Qualifying Wage Threshold at the start of the Project Completion Period, at least 120% of the Qualifying Wage Threshold by the Project Completion Date, and at least 120% of the Qualifying Wage Threshold until the Maintenance Period Completion Date.

2. For the *Retained Jobs*, pay at least 120% of the Qualifying Wage Threshold throughout both the Project Completion Period and the Maintenance Period.

3.3 Provide Sufficient Benefits. The Recipient shall provide Sufficient Benefits to all employees included as part of the job and wage obligations.

- End of Exhibit B – 2 -

**DESCRIPTION OF THE PROJECT AND AWARD BUDGET
(EXHIBIT C)**

Name of Recipient: Gelita USA, Inc.
Name of Community: Woodbury County
Contract Number: 17-DF/TC-021

PROJECT DESCRIPTION

Gelita USA, Inc. will expand its collagen peptide capacity.

AWARD BUDGET

SOURCE OF FUNDS	AMOUNT	FORM	USE OF FUNDS	COST
IEDA Programs HQJP Financial Assistance HQJP Tax Credit	\$105,000	Forgivable Loan ¹ See Below	*Land Acquisition *Site Preparation *Building Acquisition *Building Construction	\$5,000,000
Gelita AG	\$21,990,000	Cash/Equity	*Building Remodeling Lease Payments *Mfg Machinery and Equipment Other Machinery and Equipment Racking, Shelving, etc. *Computer Hardware Computer Software *Furniture and Fixtures Working Capital Research and Development Job Training *included as capital investment if awarded tax credit program	\$16,860,000 \$105,000 \$100,000 \$30,000
Total	\$22,095,000		Total	\$22,095,000

¹\$780,000 estimated benefit value

OTHER FUNDING

SOURCE OF FUNDS	TOTAL AMOUNT	FORM/TERM	USED AS MATCH
TIF Rebate	\$499,612		YES
Tax Abatement			
260E Job Training	\$144,000	Job Training	No
In-Kind Contributions			
RISE			
RED			
Iowa New Jobs Tax Credit	\$35,658	Tax Credit	No

EXHIBIT D – JOB OBLIGATIONS

Recipient: Gelita USA, Inc.
Community: Woodbury County
Contract Number: 17-DF/TC-021

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component, High Quality Jobs Program (HQJP) – Financial Assistance Component. The chart below outline the contractual job obligations related to this Project.

Data in the “Employment Base” column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the “Jobs To Be Created” column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the “Total Job Obligations” column.

HQJP JOB OBLIGATIONS	Employment Base	Jobs To Be Created	Total Job Obligations
Project Completion Date: November 30, 2019 Maintenance Period Completion Date: November 30, 2021			
Total employment at project location	247	21	268
Average wage of total employment at project location	\$29.46		
Qualifying Laborshed Wage threshold requirement (per hr)	\$20.17		
Number of jobs at or above qualifying wage	239	21	260
Average Wage of jobs at or above qualifying wage	\$29.94		

Notes re: Job Obligations

1. When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.
2. Employment Base includes 0 “Retained Jobs”.

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2.)

If the box is not checked or if no alternative schedule is provided, IEDA will consider “*Full-time Equivalent (FTE) Job*” to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of \$2,250 for single coverage or \$4,500 for family coverage.

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

Date: 1/11/17 Weekly Agenda Date: 1/17/17

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: David Gleiser, RED Director

WORDING FOR AGENDA ITEM:

Request to Apply for MidAmerican Energy Local Partners Grant Opportunity

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Give Direction
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

The Board will discuss and take action on authorizing the RED Director to apply for a professional development grant from the MidAmerican Energy Local Partners Grant Program in the amount of \$1,650.

BACKGROUND:

Per the Board's approval, the RED Director is working to obtain the Certified Economic Developers (CEcD) certification. If awarded, the Local Partners grant will reimburse up to 100% of the tuition for coursework related to the CEcD certification.

FINANCIAL IMPACT:

0

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

Yes No

RECOMMENDATION:

Authorize the Rural Economic Development Director to apply for the MidAmerican Energy Local Partners Professional Development Grant.

ACTION REQUIRED / PROPOSED MOTION:

Motion to authorize the Rural Economic Development Director to apply for the MidAmerican Energy Local Partners Professional Development Grant.

SECTION VI PROFESSIONAL DEVELOPMENT

SCHOLARSHIPS

Investment in human capital is a priority for most organizations. MidAmerican will partner to provide skill training required to execute effective economic development programs. The Economic Development Institute, Community Development Academy, the National Development Council, and state economic development organizations provide advanced education for professional economic developers.

SCHOLARSHIPS AVAILABLE:

- Basic Economic Development course or approved equivalent.
- Advanced symposium, economic development skills-related workshop or seminar.
- Economic development programs to gain certification.
- Professional Developers of Iowa education seminars.

REIMBURSEMENT: Up to 100% of the tuition.

MidAmerican's funding is supplemental to other economic development scholarship awards received.

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

Date: 01/11/2017

Weekly Agenda Date: 01/17/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: John Pylelo, Planning & Zoning

WORDING FOR AGENDA ITEM:

Consideration of applicants and appointments to the remainder of one (1) partial open term (2017-2018) and one (1) full term (2017-2021) on the Woodbury County Board of Adjustment.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

See attached Executive Summary, Background and qualified Application Forms For Woodbury County Board/Commission appointment.

BACKGROUND:

See attached Executive Summary, Background and qualified Application Forms For Woodbury County Board/Commission appointment.

FINANCIAL IMPACT:

No financial impact.

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

Yes No

RECOMMENDATION:

No Staff recommendation is offered beyond facts established within Executive Summary.

ACTION REQUIRED / PROPOSED MOTION:

A motion to appoint _____ to fill the remaining portion of of the open term ending December 31, 2018 on the Woodbury County Board of Adjustment.

A motion to appoint _____ to fill the open term ending December 31, 2021 on the Woodbury County Board of Adjustment.

Date: January 11, 2017
To: Board of Supervisors
From: John Pylelo – Planning and Zoning
Re: Attachment to Board of Supervisors Meeting Agenda Item Form -
Executive Summary and Background for Tuesday January 17, 2017

Planning and Zoning – John Pylelo, Director

Consideration of applicants and appointments to fill the remainder of one (1) partial open term (2017-2018); and one (1) full term (2017-2021) on the Woodbury County Board of Adjustment.

Board of Adjustment member Ken Gard passed away in 2016. Mr. Gard had a long history of service to Woodbury County and his contributions will be missed. Your Board is asked to appoint an applicant to fill the remainder of Mr. Gard's term expiring on December 31, 2018.

JoAnn Sadler 1st 5-year term on the Board of Adjustment ended on December 31, 2016. Mrs. Sadler qualifies for reappointment but desires to only be considered for appointment to fill the partial open term of Ken Gard expiring in 2018. Your Board is asked to appoint an applicant to fill this term expiring on December 31, 2021.

In order to meet the residency and gender balance requirements of the Iowa Code both of these appointments are required to be filled by applicants residing in an unincorporated area of Woodbury County. One of the two appointments is to be a female applicant. For your consideration find attached qualifying applications for each of the below potential appointees.

Grady Marx (Male)

1461 158th St., Sioux City, IA 51106 (an unincorporated area of Woodbury County)

David McWilliams (Male)

1563 Buchanan Ave., Sioux City, IA 51106 (an unincorporated area of Woodbury County)

JoAnn Sadler (Female)

3448 160th St., Correctionville, IA (an unincorporated area of Woodbury County)

Mr. Tom Theisen (Male) 2225 150th St., Lawton, IA 51030 (an unincorporated area of Woodbury County)



APPLICATION FORM FOR WOODBURY COUNTY BOARD/COMMISSION

Please Return To: Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse, 620 Douglas St., Sioux City, Iowa 51101 Phone: (712) 279-6525 Fax: (712) 279-279-6577 Website: http://woodburyiowa.com

Application For: BOARD OF ADJUSTMENT (Board/Commission) Date: 12/17/14 E-mail Address: GM@MARKDISTRIBUTION.COM Name: GRADY MARX Address: 1461 158th Phone Number: 717-258-5884 Fax Number: Business Phone: Cell Phone:

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

Female Male

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

BUSINESS OWNER COUNTY RESIDENT & FARM OPERATOR AIRPORT BOARD ZONING BOARD

The following questions will assist the Board of Supervisors in its selection.

How much time will you be willing to devote in this position?

WHATEVER NEEDED

Interest in Appointment: Describe in detail why you are interested in serving on a county board or commission. Include information about your background that supports your interest.

10 YEARS IN P&Z AND WOULD LIKE TO FOLLOW THROUGH WITH THE ZONING LAWS I HELPED PUT IN PLACE

Contributions you feel you can make to the Board/Commission:

EXPERIENCE

■ Direction/role you perceive of this Board/Commission:

MAKING SURE COMMON SENSE IS APPLIED
TO DECISIONS MADE BY ZONING

■ In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?

■ Please provide two references who may be contacted on your qualifications for this position.

Name	Address	Phone number	Email address	Relationship
JOHN PYLELO				
LARRY CLAUSEN				
DAVID JOHNS		712-791-5525		

I certify that there is nothing that would prohibit me from serving on this board or commission.

Signature Stacy May Date 12/17/14

YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR
THIS APPLICATION IS A PUBLIC DOCUMENT AND AS SUCH CAN BE REPRODUCED AND
DISTRIBUTED FOR THE PUBLIC.

APPLICATION FORM FOR WOODBURY COUNTY BOARD/COMMISSION



Please Return To:

Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse, 620 Douglas St., Sioux City, Iowa 51101

Phone: (712) 279-6525 Fax: (712) 279-279-6577 Website: http://woodburyiowa.com

Application For: ZONING COMMISSION* Board of Adjustment (Board/Commission)
Date: 12/14/16 E-mail Address: DGTMW@SiouxLand.net
Name: David McWilliams
Address: 1563 Buchanan Ave Sioux City IA 51106
Phone Number: 712 266 6917 Fax Number: -
Business Phone: - Cell Phone: 712 266 6917

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

Female Male

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

Retired from city of Sioux city as operation manager of the Sioux Gateway Airport. The past ten years have been on the Planning + Zoning Commission serving as Chairman or Vice Chairman

The following questions will assist the Board of Supervisors in its selection.

How much time will you be willing to devote in this position? AS much time that is necessary

Interest in Appointment: Describe in detail why you are interested in serving on a county board or commission. Include information about your background that supports your interest. Enjoyed working on Planning + Zoning Commission and would like to continue to be involved with the Sioux land community

Contributions you feel you can make to the Board/Commission: During my ten years on the Planning + Zoning Commission. I help Planning + Zoning Commission rewrite planning + zone Regulation- with gives me a good understanding of the Regulation

*FOR 12/22/16 +TC WITH APPLICANT

■ Direction/role you perceive of this Board/Commission:

Working with Planning & Zoning Dept + Public
Dealing with Variance of Planning & Zoning Regulations

■ In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?

■ Please provide two references who may be contacted on your qualifications for this position.

Name	Address	Phone number	Email address	Relationship
Steve Olson		253-0769		
George Tsiobanos		490-1111		

I certify that there is nothing that would prohibit me from serving on this board or commission.

Signature Dave McWilliams Date Dec 14, 2016

**YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR
THIS APPLICATION IS A PUBLIC DOCUMENT AND AS SUCH CAN BE REPRODUCED AND
DISTRIBUTED FOR THE PUBLIC.**

WOODBURY COUNTY, IOWA

APPLICATION FOR APPOINTMENT TO A COUNTY BOARD OR COMMISSION

RENEWED 11/09

DATE 12-6-2006

NAME Jo Ann Sadler PHONE-RES. 712 375-5177

HOME ADDRESS & ZIP 3448 160th St. Correctionville, Iowa 51016

EMPLOYER American National Bank PHONE-BUS. ~~712 375-5177~~

BUSINESS ADDRESS & ZIP 120 S. 1st St. Merville, Ia 51039

BOARD/COMMISSION APPLYING FOR Board of Adjustment

1. Are you a qualified Elector in Woodbury County? YES NO

2. Do you live within rural Woodbury County? corporate limits of a city/town of Woodbury County?

3. Are you familiar with the qualifications or duties as given by the Code of Iowa? yes

4. What additional knowledge/understanding of the Board/Commission do you have?

5. What experiences/activities qualify you for this position? I have worked and lived in Woodbury County for the past 24 years.

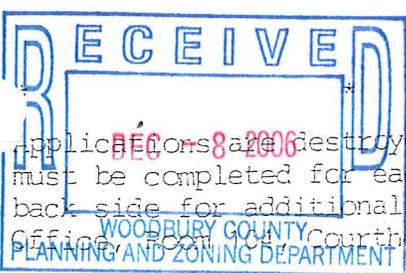
6. Why do you want to serve on the Board or Commission? I believe my knowledge and experience would be an asset to the board.

7. Have you served on other Boards or Commissions? yes If yes, please list: Woodbury County Extension Council

8. Personal References the Board of Supervisors may contact: Name Leonard Wilcox Address 1530 Lenox Ave Correctionville, Ia 51016 Phone 375-5076 Name Ann Knaack Address 3894 150th St Correctionville, Ia 51016 Phone 372-4200

9. I UNDERSTAND THE ROLE AND RESPONSIBILITIES OF MEMBERSHIP ON THIS BOARD OR COMMISSION AND AM WILLING TO SERVE. IN APPLYING FOR APPOINTMENT, I UNDERSTAND THE BOARD OF SUPERVISORS MAY MAKE INQUIRIES IN THE COUNTY PERTINENT TO MY APPOINTMENT.

Jo Ann Sadler (Signature)



Applications are destroyed after 18 months unless reactivated by you. A separate form must be completed for each board/commission on which you would consider serving. Use back side for additional information. File applications with the Board of Supervisors' Office, WOODBURY COUNTY Courthouse, 7th & Douglas Streets, Sioux City, Iowa 51101.

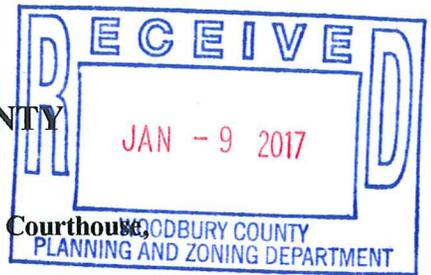
RENEWED 11/09

NOTE: 11/24/09 INFO SAME. CAN BE CONSIDERED FOR BA OR ZC

APPLICATION FORM FOR WOODBURY COUNTY
BOARD/COMMISSION

Please Return To:

Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse,
620 Douglas St., Sioux City, Iowa 51101
Phone: (712) 279-6525 Fax: (712) 279-279-6577 Website: <http://woodburyiowa.com>



Application For: Zoning Review Board + Board^o Adjustment (Board/Commission)
Date 1/7/17 E-mail Address thiesenb@gmail.com
Name Tom Thiesen
Address 2225 150th St Lawton, IA 51030
Phone Number _____ Fax Number _____
Business Phone _____ Cell Phone 712-251-4266

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

Female Male

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

Worked as Pesticide Investigator for IA. Dept. of Ag. I interviewed home owners in town + on acreages. I also interviewed farmers and pesticide applicators I would decide which course of action needed to be followed according to Iowa Laws + Codes

The following questions will assist the Board of Supervisors in its selection.

■ How much time will you be willing to devote in this position?

As needed up to 20 hrs/week if necessary.

■ Interest in Appointment: Describe in detail why you are interested in serving on a county board or commission. Include information about your background that supports your interest.

I have lived in rural Woodbury County for the past 42 years. I currently live on 40 acres where we have a cow herd and raise alfalfa. With my agriculture background I would like to see rural development, but not at the expense of agriculture.

■ Contributions you feel you can make to the Board/Commission:

From my experience as a pesticide investigator I learned to hear all sides of a dispute and try to find a solution or compromise. I have a working knowledge of plowies, vineyards, organic gardens, dairies + farms

■ **Direction/role you perceive of this Board/Commission:**

Continue the Rural Development of Woodbury County while looking out for the interest of farm + homeowners, tenants + developments.

■ **In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?**

I have worked with the DNR, State + Local Law Enforcement agencies and County Extension Personnel to help solve Pesticide misuse investigations. I also worked 15 years in fertilizer and Chemical industry and dealt with farmers on a daily basis.

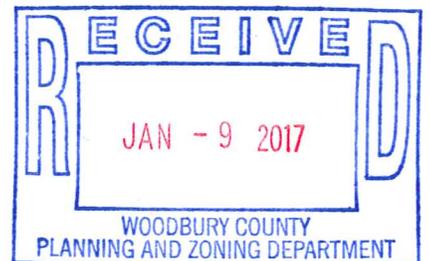
■ **Please provide two references who may be contacted on your qualifications for this position.**

Name	Address	Phone number	Email address	Relationship
Lenny Boggs	1532 Garner Ave	712-270-1344	Mouille, Ia 51039	Friend
Mike Willer	2312 150 th St	712-251-1973	Lawton, Ia 51030	Friend

I certify that there is nothing that would prohibit me from serving on this board or commission.

Signature Tom Bruiser Date 1-9-17

**YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR
THIS APPLICATION IS A PUBLIC DOCUMENT AND AS SUCH CAN BE REPRODUCED AND
DISTRIBUTED FOR THE PUBLIC.**



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

Date: 01/11/2017

Weekly Agenda Date: 01/17/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: John Pylelo, Planning & Zoning

WORDING FOR AGENDA ITEM:

Consideration of applicants and appointment to fill one (1) full term (2017-2021) on the Woodbury County Zoning Commission.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

See attached Executive Summary, Background and the qualified Application Forms For Woodbury County Board/Commission appointment.

BACKGROUND:

See attached Executive Summary, Background and qualified Application Forms For Woodbury County Board/Commission appointment.

FINANCIAL IMPACT:

No financial impact.

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

Yes No

RECOMMENDATION:

No Staff recommendation is offered beyond facts established within Executive Summary.

ACTION REQUIRED / PROPOSED MOTION:

A motion to appoint _____ to fill the term ending December 31, 2021 on the Woodbury County Zoning Commission.

Date: January 11, 2017
To: Board of Supervisors
From: John Pylelo – Planning and Zoning
Re: Attachment to Board of Supervisors Meeting Agenda Item Form -
Executive Summary and Background for Tuesday January 17, 2017

Planning and Zoning – John Pylelo, Director

Consideration of applicants and an appointment to fill one (1) full term (2017-2021) on the Woodbury County Zoning Commission.

Zoning Commission member David McWilliams 2nd 5-year appointment on the Zoning Commission ended on December 31, 2016. Mr. McWilliams does not qualify for re-appointment under your Board policy to limit appointments to no more than two consecutive term appointments to the same Board or Commission. We thank Mr. McWilliams for his past 10 years of service to Woodbury County.

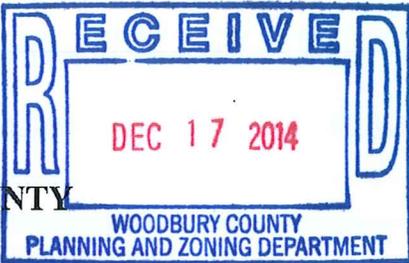
The Commission's residency and gender balance requirements established by Iowa Code will be met no matter the residency or gender of the selected applicant. For your consideration find attached applications for each of the following:

Grady Marx (Male)
1461 158th St., Sioux City, IA 51106 (an unincorporated area of Woodbury County)

Rick Patterson (Male)
2711 Benton Ave., Salix, IA 51052 (an incorporated area of Woodbury County)

Shawn Streck (Male)
501 Wild Plum Way, Sergeant Bluff, IA 51054 (an incorporated area of Woodbury County)

Mr. Tom Theisen (Male)
2225 150th St., Lawton, IA 51030 (an unincorporated area of Woodbury County)



APPLICATION FORM FOR WOODBURY COUNTY BOARD/COMMISSION

Please Return To:

Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse, 620 Douglas St., Sioux City, Iowa 51101 Phone: (712) 279-6525 Fax: (712) 279-279-6577 Website: http://woodburyiowa.com

Application For: BOARD OF ADJUSTMENT (Board/Commission) Date: 12/17/14 E-mail Address: GM@MAXDISTRIBUTION.COM Name: GRADY MAX Address: 1461 158th Phone Number: 712-258-5884 Fax Number: Business Phone: Cell Phone:

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

Female Male

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

BUSINESS OWNER COUNTY RESIDENT & FARM OPERATOR AIRPORT BOARD ZONING BOARD

The following questions will assist the Board of Supervisors in its selection.

How much time will you be willing to devote in this position? WHATEVER NEEDED

Interest in Appointment: Describe in detail why you are interested in serving on a county board or commission. Include information about your background that supports your interest. 10 YEARS IN P&Z AND WOULD LIKE TO FOLLOW THROUGH WITH THE ZONING LAWS I HELPED PUT IN PLACE

Contributions you feel you can make to the Board/Commission: EXPERIENCE

■ Direction/role you perceive of this Board/Commission:

MAKING SURE COMMON SENSE IS APPLIED
TO DECISIONS MADE BY ZONING

■ In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?

■ Please provide two references who may be contacted on your qualifications for this position.

Name	Address	Phone number	Email address	Relationship
JOHN PYLELO				
LARRY CLAUSEN				
PAUL JOHNS		712-791-5525		

I certify that there is nothing that would prohibit me from serving on this board or commission.

Signature Stacy Wang Date 12/17/14

YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR
THIS APPLICATION IS A PUBLIC DOCUMENT AND AS SUCH CAN BE REPRODUCED AND
DISTRIBUTED FOR THE PUBLIC.

APPLICATION FOR APPOINTMENT TO A COUNTY BOARD OR COMMISSION

RENEWED
12/08/06

DATE 12-3-04

NAME Rick Patterson PHONE-RES. 712-203-7300

HOME ADDRESS & ZIP 2711 Benton Ave, Salix, IA 51052

EMPLOYER Self-Employed PHONE-BUS. 712-428-6485

BUSINESS ADDRESS & ZIP _____

BOARD/COMMISSION APPLYING FOR Planning & Zoning Commission ^{Board of Adjustment} per TC 12/16/04

1. Are you a qualified Elector in Woodbury County? YES NO

2. Do you live within rural Woodbury County? corporate limits of a city/town of Woodbury County?

3. Are you familiar with the qualifications or duties as given by the Code of Iowa?
No, I am not.

4. What additional knowledge/understanding of the Board/Commission do you have?
I have been in front of this board numerous times. Every time I have gained knowledge and experience about the process and challenges facing the board.

5. What experiences/activities qualify you for this position? I am a farmer by trade, and understand the effect zoning has on rural people. I also have diversified business interests that have helped me appreciate the balance needed to be a part of the Zoning Commission.

6. Why do you want to serve on the Board or Commission? Decisions made by this board affect all citizens of Woodbury County. I would like to be part of the process that forms our future.

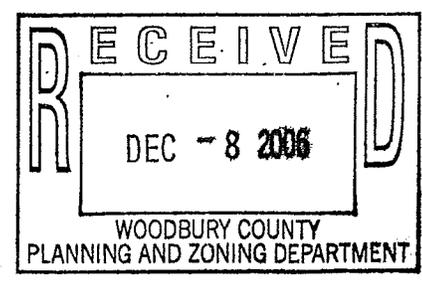
7. Have you served on other Boards or Commissions? No If yes, please list:
This is the first board that I have ever volunteered for. I want to be involved.

8. Personal References the Board of Supervisors may contact:
Name Doug Gross Name Eldon Schroeder
Address 466 Grand Avenue, Suite 2000 Address 220 S Westcott St
Des Moines, IA 50309-2510 Sioux City, IA 51106
Phone 515-242-2400 Phone 712-255-6161

9. I UNDERSTAND THE ROLE AND RESPONSIBILITIES OF MEMBERSHIP ON THIS BOARD OR COMMISSION AND AM WILLING TO SERVE. IN APPLYING FOR APPOINTMENT, I UNDERSTAND THE BOARD OF SUPERVISORS MAY MAKE INQUIRIES IN THE COUNTY PERTINENT TO MY APPOINTMENT.

Rick Patterson
(Signature)

* * * Applications are destroyed after 18 months unless reactivated by you. A separate form must be completed for each board/commission on which you would consider serving. Use back side for additional information. File applications with the Board of Supervisors' Office, Room 104, Courthouse, 7th & Douglas Streets, Sioux City, Iowa 51101.



**APPLICATION FORM FOR WOODBURY COUNTY
BOARD/COMMISSION**

Please Return To:

**Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse,
620 Douglas St., Sioux City, Iowa 51101**

Phone: (712) 279-6525 Fax: (712) 279-6577 Website: <http://woodburyiowa.com>

Application For: Either Board of Adjustment or the Zoning Commission

Date 7 Dec 16

E-mail Address shawn.r.streck.mil@mail.mil

Name Shawn R. Streck

Address 501 Wild Plum Way, Sgt. Bluff, IA 51054

Phone Number 712.943.7196

Fax Number

Business Phone 712.233.0600

_ Cell Phone 712.212.1920

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

Female Male

Are you a qualified Elector in Woodbury County? Yes No

Do you live within:

Rural Woodbury County? Corporate limits of a city/town of Woodbury County?

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

Member of 185th Air Refueling Wing since 1992,
current Maintenance Group Commander,
prior Budget Officer and Comptroller,
Masters in Public Administration,
Undergrad in Accounting from USD,
currently in third 5 year term with Planning and Zoning in Sgt. Bluff,
member of Grow Siouxland Task Force,
prior Chamber Ambassador &
prior Red Cross Board Member for 9 years.

The following questions will assist the Board of Supervisors in its selection.

How much time will you be willing to devote in this position?

Can attend monthly meetings and other meetings as required.

SHAWN R. STRECK

185th Air Refueling Wing
2920 Headquarters Avenue
Sioux City, IA 51111-1300
(712) 233-0601
shawn.r.streck.mil@mail.mil

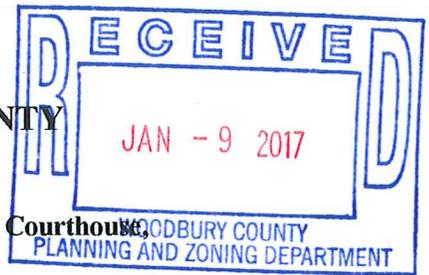
501 Wild Plum Way
Sgt. Bluff, IA 51054
(712) 943-7196
sstreck2011@hotmail.com

EDUCATION/ TRAINING **Bellevue University**, Bellevue, NE, Masters in Public Admin, 3.9 GPA, Grad Feb 2014
Intermediate Development Course (IDC), Andrews AFB, MD, Graduated Feb 2014
Air War College (AWC), Non-Resident, Graded Overall Excellent, Oct 2012
USAF Incident Management Course, Sioux City, IA, Graduated Jun 2013
USAF Aircraft Maintenance Officer Course, Sheppard AFB, TX, Dist. Grad., Jan – Apr 2011
Air Command and Staff College (ACSC), Non-Resident, Mar 2010
Squadron Officer School (SOS), Non-Resident, Feb 2005
State of Nebraska Board of Public Accountancy, Awarded CPA Certificate, May 1998
USAF Financial Management Course (Officer), Sheppard AFB, TX, Jan - Mar 1998
Academy of Military Science, Knoxville, TN, Commissioned to Second Lieutenant, Nov 1997
Coopers & Lybrand L.L.P Audit Fundamentals Course, Hartford, CT, Aug 1996
University of South Dakota, BSBA, Major in Accounting, 3.8 GPA, Honor Grad, May 1996
USAF Financial Services Course (Enl), Sheppard AFB, Honor Grad., TX, Sept – Nov 1992
USAF Basic Military Training (Enl), Lackland AFB, TX, Honor Graduate, Jul – Sept 1992

MILESTONES **Leadership:** Effective MXG/CD motivation; 250 Airmn, 960 sorties & 3,400+ fly hrs annually
NORI: Assumed Wing Cmdr/ MXG duties 2nd shift, coined by Sen. Ernst for “job well done”
AEF: FY 2016 2 of 3 high flyers in CENTCOM; 57-2606 flew 712.6 & 62-3566 flew 707.4
ANG Paint Facility: 650+ A/C painted; \$57.6M cost avoidance; Full EPA/AFOSH compliance
LCAP: Spearheaded MXG MICT Prgm: 4K items; no major findings; rated “Excellent”
Deployed: Formed 400+ Airmen/18 units into Total Force Team at Al Udeid AB, Qatar;
OIC of largest KC-135 AMU; gen'd 8,500 fly hrs; 1.5K sorties/72M lbs fuel to 3.7K receivers
NORI: Commanded flt-line during generation; 100% FMC A/C; resulted in "Excellent"
ORI: Commanded flt-line, MOC and specialist; result “highest level of operational readiness”
FM: Closed 13 FYs; 100% accountability; \$70M+ annually; no Anti-Deficiency Act violations
UCI: Finance “Excellent”; 3 members of team id'd as “Outstanding”; no programs deficient

POSITIONS/ DUTIES **Deputy Maintenance Group Commander (AFSC: 20C0)**
Responsible for manning, training, and readiness of 250 Maintenance Group personnel.
Provides aircraft and equipment maintenance, combat sortie generation and munitions required by the Air Refueling Wing. Manages the Quality Assurance and Training Programs. Manages maintenance activities, develops policies and procedures while providing guidance to Wing leadership. Works with functional managers to develop, formulate and manage fiscal resources. Lead identifier in assessing procedures to determine effectiveness to meet mission requirements. Manages the promotions, assignments and training of the Maintenance Group.
185th Air Refueling Wing, Sioux City, IA; Aug 2014 to present; GS-13

APPLICATION FORM FOR WOODBURY COUNTY
BOARD/COMMISSION



Please Return To:

Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse, WOODBURY COUNTY
620 Douglas St., Sioux City, Iowa 51101

Phone: (712) 279-6525 Fax: (712) 279-279-6577 Website: <http://woodburyiowa.com>

Application For: Zoning Review Board ^{Adjustment} Board (Board/Commission)
Date 1/7/17 E-mail Address thiesenb@gmail.com
Name Tom Thiesen
Address 2225 150th St Lawton, IA 51030
Phone Number _____ Fax Number _____
Business Phone _____ Cell Phone 712-251-4266

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

Female Male

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

Worked as Pesticide Investigator for IA. Dept. of Ag. I interviewed home owners in town + on acreages. I also interviewed farmers and pesticide applicators I would decide which course of action needed to be followed according to Iowa Laws + Codes

The following questions will assist the Board of Supervisors in its selection.

■ How much time will you be willing to devote in this position?

As needed up to 20 hrs/week if necessary.

■ Interest in Appointment: Describe in detail why you are interested in serving on a county board or commission. Include information about your background that supports your interest.

I have lived in rural Woodbury County for the past 42 years. I currently live on 40 acres where we have a cow herd and raise alfalfa. With my agriculture background I would like to see rural development, but not at the expense of agriculture.

■ Contributions you feel you can make to the Board/Commission:

From my experience as a pesticide investigator I learned to hear all sides of a dispute and try to find a solution or compromise. I have a working knowledge of pigeries, vineyards, organiss gardens, dairies + farms

■ **Direction/role you perceive of this Board/Commission:**

Continue the Rural Development of Woodbury County while looking out for the interest of farm + homeowners, tenants + developments.

■ **In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?**

I have worked with the DNR, State + Local Law Enforcement agencies and County Extension Personnel to help solve Pesticide misuse investigations. I also worked 15 years in fertilizer and Chemical industry and dealt with farmers on a daily basis.

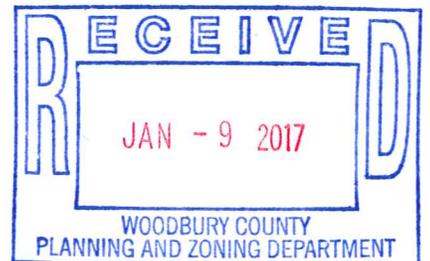
■ **Please provide two references who may be contacted on your qualifications for this position.**

Name	Address	Phone number	Email address	Relationship
Leroy Boggs	1532 Garner Ave	712-270-1344	Mouille, Ia 51039	Friend
Mike Willer	2312 150 th St	712-251-1973	Lawton, Ia 51030	Friend

I certify that there is nothing that would prohibit me from serving on this board or commission.

Signature Tom Brusec Date 1-9-17

**YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR
THIS APPLICATION IS A PUBLIC DOCUMENT AND AS SUCH CAN BE REPRODUCED AND
DISTRIBUTED FOR THE PUBLIC.**



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

Date: 1/12/2017

Weekly Agenda Date: 1/17/2017

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

WORDING FOR AGENDA ITEM:

Consider approval of project plans for Project BROS-CO97(129)--5F-97.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The county secondary road department has prepared plans for the replacement of bridge number L-275 on Union Avenue, our county road L43 between 190th and 200th Streets. The project consists of the replacement of an existing short span bridge with single span precast concrete beam bridge.

BACKGROUND:

The existing Union Avenue bridge located between 190th Street and 200th Street is scheduled for replacement in FY 2017. The existing structure is less than 20 feet wide between the rails and is closed due to a failed substructure member. There are a couple of major livestock operations in the vicinity that are forced to make a significant out of distance detour to avoid the closed structure. With the replacement of this bridge, the last restricted structures on north-south through roads between Correctionville and Cushing north of 220th Street will be eliminated as a barriers to local farm operations.

FINANCIAL IMPACT:

The project will be paid for from Woodbury County farm to market funds and federal aid bridge funds. The project is part of the county's five year program.

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

Yes No

RECOMMENDATION:

Approve the plans for project number BROS-CO97(129)--5F-97 for the replacement of the existing bridge.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the plans for the bridge replacement project number BROS-CO97(129)--5F-97.

BRIDGE REPLACEMENT -- PPCB
 PROJ NO. BROS-C097(129)--5F-97
 LETTING DATE
 APRIL 18, 2017

WOODBURY COUNTY

LEGEND

- INTERSTATE HIGHWAY
- PRIMARY HIGHWAY-DIVIDED
- PRIMARY HIGHWAY
- PORTLAND CEMENT CONCRETE ROAD
- ASPHALT ROAD
- BITUMINOUS ROAD
- GRAVEL ROAD
- EARTHEN ROAD
- INTERSTATE HIGHWAY
- UNITED STATES HIGHWAY
- STATE HIGHWAY
- COUNTY HIGHWAY
- RAILROAD
- PIPELINE
- AIRPORT
- HYDROLOGY
- BRIDGE
- STATE BOUNDARY
- COUNTY BOUNDARY
- CORPORATE BOUNDARY
- TOWNSHIP LINE
- SECTION LINE
- ROAD NAMES
- UNINCORPORATED PLACE

PLANS OF PROPOSED IMPROVEMENTS ON THE
FARM TO MARKET SYSTEM
WOODBURY COUNTY
 PROJECT NO. BROS-C097(129)--5F-97
 BRIDGE REPLACEMENT PPCB
 ON L43: FROM 190TH
 STREET TO 200TH STREET

REFER TO THE PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS.

CONSTRUCT THIS PROJECT ACCORDING TO THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS NATIONWIDE, PERMIT NO. A COPY OF THIS PERMIT IS AVAILABLE FROM THE IOWA DOT WEBSITE (<http://envpermits.iowadot.gov/CMEPortalENV/Home.aspx>). THE U.S. ARMY CORPS OF ENGINEERS RESERVES THE RIGHT TO VISIT THE SITE WITHOUT PRIOR NOTICE.

ENGLISH STANDARD BRIDGE PLANS		
STANDARD	ISSUED	REVISED
H30SI-01A-12	APR, 2012	05-13
H30SI-02-12	APR, 2012	06-12
H30SI-03-12	APR, 2012	05-13
H30SI-05-12	APR, 2012	
H30SI-07-12	APR, 2012	05-13
H30SI-08-12	APR, 2012	05-13
H30SI-23-12	APR, 2012	
H30SI-24-12	APR, 2012	
H30SI-30-12	APR, 2012	
H30SI-34-12	APR, 2012	
H30SI-35-12	APR, 2012	
H30SI-37-12	APR, 2012	
H30SI-40-12	APR, 2012	
H30SI-41-12	APR, 2012	09-14
H30SI-43-12	APR, 2012	09-14

TOTAL SHEETS	
18	
PROJECT NUMBER	
BROS-C097(129)--5F-97	
FHWA STRUCTURE NUMBER	
353010	

INDEX OF SHEETS	
NO.	DESCRIPTION
1	TITLE SHEET
2	QUANTITIES
3	EST. REF. INFORMATION
4	GENERAL NOTES
5	SITUATION PLAN
6	PLAN AND PROFILE
7	SLAB ELEVATIONS
8	TYPICALS
9	TABULATIONS
10	SOIL BORING LOGS
11-18	ROADWAY CROSS SECTIONS

APPROVAL

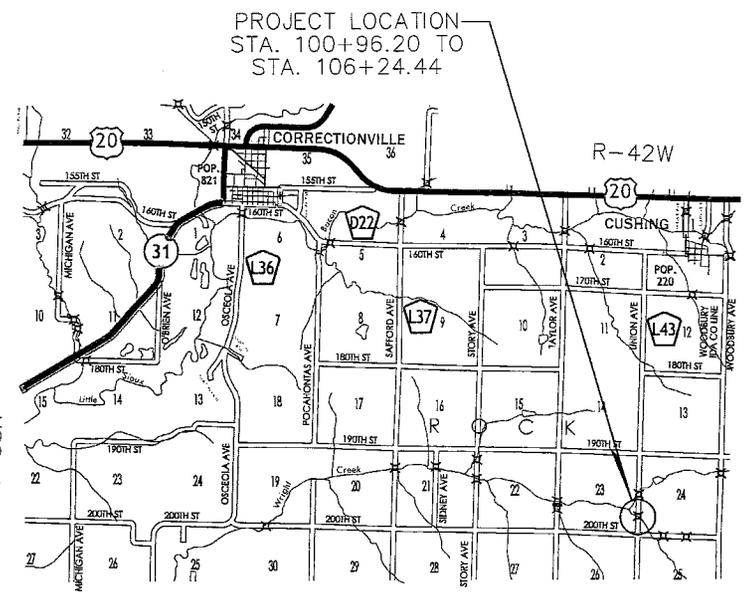
MARK NAHRA, P.E.
 (WOODBURY COUNTY ENGINEER)

DATE

BOARD OF SUPERVISORS

REVISIONS

IOWA
ONE CALL
 1-800-292-8989
 www.iowaonecall.com



DESIGN DATA RURAL			
2012 AADT	50	V.P.D.	
2037 AADT	105	V.P.D.	
20 DHV		V.P.H.	
TRUCKS	0	%	
Total Design ESALs	N/A		

INDEX OF SEALS		
SHEET NO.	NAME	TYPE
1	JONATHAN E. PETERSON	HYDRAULIC DESIGN
1	JONATHAN E. PETERSON	STRUCTURAL DESIGN
1	JONATHAN E. PETERSON	CIVIL DESIGN
BRIDGE STANDARDS	NORMAN L. MCDONALD	STRUCTURAL DESIGN

MILEAGE SUMMARY			
		105-1 09-27-94	
Div.	Location	Lin. Ft.	Miles
	STA. 100+96.20 TO STA. 106+24.44	528.24	0.100
	DEDUCT BRIDGE AT STA. 103+82.93		
1	TOTAL LENGTH OF ROADWAY	528.24	0.100
1	TOTAL LENGTH OF BRIDGE	70.5	0.013
		457.74	0.087

STANDARD ROAD PLANS
 STANDARD ROAD PLANS ARE LISTED ON SHEET B.

CIVIL, STRUCTURAL AND HYDRAULIC DESIGN

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature: *Jonathan E. Peterson* Date: 12-31-2018
 Printed or Typed Name: Jonathan E. Peterson

My license renewal date is December 31, 2018.

Pages or sheets covered by this seal: SHEETS 1 THRU 18

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

Date: 1/12/2017

Weekly Agenda Date: 1/17/2017

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

WORDING FOR AGENDA ITEM:

Consider approval of project plans for Project BRS-CO97(112)--60-97.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The county secondary road department has prepared plans for the replacement of bridge number G-178 on Old Highway 141 between Bronson and Sergeant Bluff on D38. The project consists of the replacement of the existing bridge with a continuous concrete slab bridge.

BACKGROUND:

The existing Old Highway 141 bridge located between Bronson and Sergeant Bluff on D38 is scheduled for replacement in FY 2017. The existing structure is narrow and the deck is heavily deteriorated. The bridge is restricted to less than legal truck loads. The project will be done during the summer of 2017 to allow completion of the project. We are targeting an April 2017 letting if right of way can be obtained on time.

FINANCIAL IMPACT:

The project will be paid for from Woodbury County farm to market funds and federal aid bridge funds. The project is part of the county's five year program.

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

Yes No

RECOMMENDATION:

Approve the plans for project number BRS-CO97(112)--60-97 for the replacement of the existing bridge.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the plans for the bridge replacement project number BRS-CO97(112)--60-97.

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

Date: 1/12/2017

Weekly Agenda Date: 1/17/2017

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

WORDING FOR AGENDA ITEM:

Consider approval of project plans for Project FM-CO97(131)--55-97.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The county secondary road department has prepared plans for the recycling of the existing pavement and a hot mix asphalt overlay of County Road L37 from County Route D38 to U.S. Highway 20.

BACKGROUND:

The existing L37 pavement is heavily cracked and due for an overlay. The existing pavement will have the top 4" cold in place recycled, then overlaid with 3" of new hot mix asphalt concrete. The project extends from Highway 20 to County Route D38. This road was overlaid from Danbury to D38 in 2010 with stimulus money. This portion has had to await funding. We are targeting a March 2017 letting at the Iowa DOT.

FINANCIAL IMPACT:

The project will be paid for from Woodbury County farm to market funds. The project is part of the county's five year program.

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

Yes No

RECOMMENDATION:

Approve the plans for project number FM-CO97(131)--55-97 for the replacement of the existing bridge.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the plans for the bridge replacement project number FM-CO97(131)--55-97.

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

#16a

Date: 1/12/2017

Weekly Agenda Date: 1/17/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Woodbury County Law Enforcement Center Facility Optimization Plan-
CMBA & Goldberg Group Architects Provide Analysis Overview

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

CMBA Architects in conjunction with the The Goldberg Group has completed the LEC Facility Analysis & Optimization Plan. The goal of this plan was to review existing space usage, compliance with applicable jail standards, opportunities for functional improvements, increased storage, staff efficiency, and adaptive re-use of First and Second floor space.

BACKGROUND:

On September 20th, 2016 the Woodbury County Board of Supervisors approved an agreement with CMBA Architects to conduct a review of space use, operations, and compliance. Report results would be provided and include recommendations that identify specific areas of the LEC that could benefit by change, or improvements, in short or longer term versions.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

Information

ACTION REQUIRED / PROPOSED MOTION:

Information

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

Date: 1/11/2017

Weekly Agenda Date: 1/17/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Motion to Approve Trosper Hoyt Juvenile Detention AIA C132 Contract-

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Baker Group Project Management of Juvenile Detention Master Control System upgrade Project. The Baker Group provides expertise in detention control systems upgrades such as the recently completed project at Linn County in 2015. Circuit identification and trouble shooting will be necessary. Planning related to new monitor and security functional programming would be included.

On site management and project over site to ensure quality control of installations and functions while coordinating with existing systems to maintain detention operations in place per detention standards and mandates throughout project.

BACKGROUND:

On 1/10/2017 the Board of Supervisors approved an AIA B132 Contract with Goldberg Group Architects for the Trosper Hoyt Juvenile Master Control System Upgrade including partial doors, and security hardware replacement.

Trosper Hoyt Juvenile Detention area Master Control System, has reached or surpassed useful life expectancy.

The control systems components and operating system are in need of replacement due to age and daily repetitive use. Control components are antiquated making replacements difficult to find and are costly.

It is time to begin to address potential safety and security concerns associated with the worn components. Detention and Security Product and materials relative to this project environment require substantial preparation and lead time.

FINANCIAL IMPACT:

2017 CIP #C10-17

Baker Group pre construction fees- \$8,777

Project Financial Components:

Architectural Design; Goldberg Group Architects (\$66,000)

Construction Project; Estimate (\$455,000)

Project Management; (15% of Project Total)

Pre-Construction- Baker Group- (Included in Project Management Fee -\$8,777)

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

Yes No

RECOMMENDATION:

Building Services recommends beginning steps to address current aging of security systems at the Trosper-Hoyt facility and approval of Baker Group contract.

ACTION REQUIRED / PROPOSED MOTION:

Motion to Approve AIA C132 with Baker Group and pre-construction costs in the amount of \$8,777



AIA[®]

Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the ____ day of January in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Owner:

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

and the Construction Manager:

Baker Group
4224 Hubbell
Des Moines, IA 50317

for the following Project:

Trosper Hoyt Building Juvenile Detention Area
822 Douglas Street
Sioux City, IA 51101
Juvenile Detention Control System Upgrade

The Architect is:

Goldberg Group Architects, PC
805 N. 36th Street, Suite B
St. Joseph, MO 64506

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

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

Init.

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User Notes:

(879384182)

TABLE OF ARTICLES

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3	SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
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5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

(Paragraph deleted)

§ 1.1.1 The Owner's program for the Project:

The Owner's Program shall be a joint effort of Baker Group's Facility Improvement Master Plan and Goldberg Group Architects, PC as the Architect.

§ 1.1.2 The Project's physical characteristics:

(Paragraph deleted)

Upgrading the Control System serving the Juvenile Detention door locking system

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

Three Hundred Fifty Five Thousand One Hundred Six Dollars (\$355,106)

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

.1 Design phase milestone dates, if any:

Design phase to be completed by April 3, 2017 with Public Bid dates targeted for May 1, 2017.

.2 Commencement of construction:

Construction to commence upon approval and execution of the A132 Agreement between the Contractor and the Owner, and as approved by Woodbury County Board of Supervisors.

.3 Substantial Completion date or milestone dates: September 1, 2107.

Init.

.4 Other:

Final Completion of work shall occur before before October 1, 2017.

§ 1.1.5 The Owner intends the following procurement method for the Project:

Competitive bid.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

The Owner intends to issue separate contracts for the following scopes of work:

General Construction services as needed

Electrical Work as needed

Controls System as needed

§ 1.1.7 Other Project information:

§ 1.1.7.1 The Work will be performed in actively occupied buildings, and the Construction Manager will be required to plan activities and verify schedules so that they will minimize interference with County activities.

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

Kenny Schmitz, Facility Services Manager

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

Goldberg Group Architects, PC
Lawrence Goldberg, Principal 816-233-9300

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

(Paragraph deleted)

.1 Land Surveyor:

N/A

.2 Geotechnical Engineer:

N/A

.3 Civil Engineer:

N/A

.4 Other:

N/A

Init.

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

Shane Albrecht

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:

(Paragraph deleted)

Project Manager

Site Foreman: to be determined

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

.1 Cost Estimator:

N/A

.2 Other consultants:

N/A

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

N/A

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

In addition to Construction Management services outlined in this agreement, Baker Group will also verify all systems for proper operation after installation.

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

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

(Paragraph deleted)

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

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

Init.

exercise reasonable care and skill to comply with all applicable federal and state laws as well as rules, regulations and specifications adopted by any agency with authority over the construction and renovation of this Project.

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

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

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

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

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement.

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

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

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

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability as regulated by law.

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

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

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

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

§ 3.2 Preconstruction Phase

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

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

Init.

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

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

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

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

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

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

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

§ 3.2.10 The Construction Manager shall collect, review and maintain safety programs among the Contractors.

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

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

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

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

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

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

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

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

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager and the Architect shall work together to answer questions with regard to questions from bidders and with the issuance of addenda. The Construction Manager will assure compliance with all the requirements of Iowa law related to procurement and competitive bidding for public improvements, including but not limited to Chapter 26 and 573 of the Iowa Code.

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

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

§ 3.2.22 The Construction Manager shall ensure that all required permits, licenses and other regulatory agency approvals have been obtained before beginning work on each phase of the project. The Construction Manager shall advise the Owner in writing that such permits, licenses and other approvals have been obtained. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall file documents required for the approvals of government authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

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

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

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified and as amended and approved by Owner.

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

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

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

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

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

§ 3.3.9 The Construction Manager shall accept work only in conformance with the Contract Documents and shall have authority, upon consultation with the Architect and Owner, to reject work which does not conform to the Contract Documents. The Construction Manager shall work solely for the benefit of the Owner.

§ 3.3.10 The Construction Manager shall prepare a detailed estimate of Construction cost to include all phases and costs associated with the Project. The Construction cost estimate shall be accompanied by a report to the Owner identifying variances from the Owner's Project and Construction Budget. Such report shall be updated on at least a monthly basis or more frequently as requested by Owner. The Construction Manager shall make suggestions of alternative construction as necessary to maintain the construction budget and shall facilitate decisions by the Owner and Architect when changes to the design are required to remain within the Owner's Project and Construction Budget.

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

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

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

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

(Paragraph deleted)

Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) forward the Contractors' Applications for Payment to the Architect for approval.

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

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

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

§ 3.3.14 The Construction Manager shall work to guard the Owner against defects and deficiencies in the Work by only accepting work performed in accordance with the Contract Documents, unless non-conforming work is expressly approved by the Owner. The Construction Manager, in consultation with the Architect, shall reject Work that does not conform to the Contract Documents and shall notify the Owner prior to the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated,

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installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

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

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

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

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

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims.

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

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

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On an every two week basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect:

- .1 Project schedule status based on percent of completion;

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- .2 Submittal schedule and status report;
- .3 Request for information, Change Order, and Construction Change Directive logs;
- .4 Tests and inspection reports;
- .5 Status report of nonconforming and rejected Work;

(Paragraphs deleted)

(Paragraphs deleted)

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the Project site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order, and in addition, approved Project Shop Drawings, Product Data, samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

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

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

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

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

§ 3.3.26 The Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contract Documents. The Construction Manager shall also secure and transmit to the Owner required affidavits, releases, bonds and waivers and shall deliver to the Owner all keys and other information. In consultation with the Architect, the Construction Manager shall determine when the Project and the Contractor's work is finally completed, and shall provide to the Owner a written recommendation regarding payment to the Contractor and shall issue a final Project Application for payment upon compliance with the requirements of the Contract Documents. At the conclusion of the Project, the Construction Manager shall prepare and deliver to the Owner final project account and close-out reports. The Construction Manager shall collect and submit the as-built drawings to the Owner within a reasonable period of time following final completion. The Construction Manager shall also observe commissioning work and be responsible

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for requiring the Contractor to check all equipment and verify that all Project systems are working properly at the end of the Project and prior to Final Acceptance.

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

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

(Paragraph deleted)

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1

Services	Responsibility <i>(Construction Manager, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
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(Rows deleted)

The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

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

(Paragraphs deleted)

§ 4.3.2 Unless in the Construction Manager's opinion an emergency exists which requires immediate action to avoid damage to property or injury to persons, to avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services at no additional charge, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need, and advise the Owner if continued services by the Professional Engineer would only be rendered if the Owner makes additional payments to the Architect, and also advise Owner of the anticipate cost of such services.

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- .1 Services in evaluating more than five (5) formal Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

§ 5.8 The Construction Manager, on behalf of the Owner shall coordinate the services of the Owner's consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

(Paragraph deleted)

§ 6.2.1 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary

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estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's professional judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.2.2 The total aggregate cost of the Project including management and professional services fees shall not exceed One Million, Two Hundred Thousand Dollars (\$1,200,000.) The Construction Manager shall be permitted to include contingencies for design, bidding and price escalation, and shall consult with the Architect to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to suggest reasonable adjustments in the scope of the Project, and to suggest inclusion of alternate bids in the Construction Documents to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of any increase in the Contract Sums occurring after execution of the Contracts for Construction.

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

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law,

Init.

but in any case not more than 10 years after the date of Final Acceptance of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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

(Paragraphs deleted)

§ 8.2 The method of binding dispute resolution shall be the following:

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.5.1 Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the State or the Owner to appropriate funds or through discontinuance or material alteration of the program for which funds were provided,

Init.

the Owner shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

§ 9.5.2 With the mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) days' written notice, this Agreement may be terminated on any agreed date before the end of the term without penalty to either party.

§ 9.6 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed through the effective date of termination.

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

(Paragraphs deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Iowa.

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

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

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

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

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

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

Init.

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

ARTICLE 11 COMPENSATION

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

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

The compensation for Preconstruction Services shall be Eight Thousand Seven Hundred Seventy Seven Dollars (\$8,777.00) and will be credited to owner as part of the total fee.

§ 11.1.2 For Construction Phase Services in Section 3.3:

The Construction Management fee will be based on a percentage of the total costs of the Project by using a multiplier of Fifteen percent (15%) billed monthly. Architectural services will not be considered a direct job cost and will not be included in the total project cost when determining Construction Manager's fee.

§ 11.2

(Paragraphs deleted)

[INTENTIONALLY DELETED]

§ 11.3 Additional Services shall be billed on an hourly basis as outlined in Exhibit "D" - Construction Manager billing rates.

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus 0 percent (zero %).

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

See Exhibit "D"

Employee or Category

Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

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

.1

(Paragraphs deleted)

Fees paid for securing approval of authorities having jurisdiction over the Project;

.2 Printing, reproductions, plots, standard form documents;

(Paragraphs deleted)

Init.

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

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of Eight Thousand Seven Hundred Seventy Seven Dollars (\$8,777.00) shall be made upon moving into Construction Document phase and it shall be credited to the Owner's account if contracts are awarded.

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

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly by the last day of each month in proportion to services proven to have been performed. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate

(Paragraphs deleted)

established by Section 74A.2 of the Code of Iowa. All pay requests must be received by the County seven days prior to the Board of Supervisors meeting which is held every Tuesday of each month.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 Payment to the Construction Manager will be made by the Owner from cash on hand from such sources as may be legally available to the County.

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

§ 12.3 The Construction Manager shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Construction Manager shall not permit an employee, a subconsultant owned, operated, or managed by, or subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's properties in accordance with Iowa Code 692A.113, and shall fully executed and deliver a copy of 'Acknowledgement and Certification' form within ten (10) days of the execution of the Agreement or before any such workers are on the Project site.

§12.4 The Construction Manager, with regard to work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin and shall comply with the provisions of Title VI of the Civil Rights Act of 1964 and the regulations promulgated thereunder.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document C132™–2009, Standard Form Agreement Between Owner and Construction Manager as Adviser, as modified.

Init.

.2 Other documents:

- Exhibit "A" – Partial Lien Waiver
- Exhibit "B" – Final Lien Waiver
- Exhibit "C" – Insurance Requirements

(Paragraphs deleted)

- Exhibit "D" – Construction Manager Billing Rates

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

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

/

Additions and Deletions Report for AIA[®] Document C132[™] – 2009

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:22:21 on 01/10/2017.

PAGE 1

AGREEMENT made as of the ____ day of January in the year 2017

...

~~(Name, legal status, address and other information)~~
Woodbury County Board of Supervisors
620 Douglas Street – Room 104
Sioux City, IA 51101

...

~~(Name, legal status, address and other information)~~
Baker Group
4224 Hubbell
Des Moines, IA 50317

...

~~(Name, location and detailed description)~~Trosper Hoyt Building Juvenile Detention Area
822 Douglas Street
Sioux City, IA 51101
Juvenile Detention Control System Upgrade

~~The Architect:~~Architect is:
~~(Name, legal status, address and other information)~~
Goldberg Group Architects, PC
805 N. 36th Street, Suite B
St. Joseph, MO 64506

PAGE 2

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

...

~~(Identify documentation or state the manner in which the program will be developed.)~~
The Owner's Program shall be a joint effort of Baker Group's Facility Improvement Master Plan and Goldberg Group Architects, PC as the Architect.

...

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

Upgrading the Control System serving the Juvenile Detention door locking system

...

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

Three Hundred Fifty Five Thousand One Hundred Six Dollars (\$355,106)

...

Design phase to be completed by April 3, 2017 with Public Bid dates targeted for May 1, 2017.

...

Construction to commence upon approval and execution of the A132 Agreement between the Contractor and the Owner, and as approved by Woodbury County Board of Supervisors.

.3 Substantial Completion date or milestone dates: September 1, 2107.

PAGE 3

Final Completion of work shall occur before before October 1, 2017.

...

(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)
Competitive bid.

...

(List number and type of bid/procurement packages.)

The Owner intends to issue separate contracts for the following scopes of work:

General Construction services as needed

Electrical Work as needed

Controls System as needed

...

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.7.1 The Work will be performed in actively occupied buildings, and the Construction Manager will be required to plan activities and verify schedules so that they will minimize interference with County activities.

...

(List name, address and other information.)
Kenny Schmitz, Facility Services Manager

...

(List name, address and other information.)
Goldberg Group Architects, PC
Lawrence Goldberg, Principal 816-233-9300

...

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

N/A

...

N/A

...

N/A

.4 Other:

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

N/A

PAGE 4

(List name, address and other information.)
Shane Albrecht

...

(List any specific requirements and personnel to be included in the staffing plan, if known.)

Project Manager
Site Foreman: to be determined

...

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

N/A

...

N/A

...

N/A

...

In addition to Construction Management services outlined in this agreement, Baker Group will also verify all systems for proper operation after installation.

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

...

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

~~§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.~~

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

§ 2.2.2 The Construction Manager shall provide professional construction management services on this Project. Such professional services include substantial discretion and authority to plan, schedule, estimate, approve, coordinate, manage and direct phases of the Project, within the parameters of the Contract Documents. Owner hereby finds and Construction Manager hereby represents and concurs that professional construction management services require a high degree of professional skill and experience in the construction management industry, and that Construction Manager possesses such requisite skill and experience to manage a public construction project of this size and type. The Construction Manager represents that it is knowledgeable in public construction and shall exercise reasonable care and skill to comply with all applicable federal and state laws as well as rules, regulations and specifications adopted by any agency with authority over the construction and renovation of this Project.

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

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

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

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

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

...

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

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

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

...

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

...

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

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

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

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§ 3.2.16 The Construction Manager shall ~~assist~~ provide the Owner ~~in obtaining with~~ information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for ~~quasi-governmental authorities for inclusion in~~ quasi-governmental authorities for inclusion in

the Contract Documents. Owner shall provide Construction Manager with any specific EEO requirements which it desires to have incorporated in to the Contract Documents.

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

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

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect and the Architect shall work together to answer questions with regard to questions from bidders and with the issuance of addenda. The Construction Manager will assure compliance with all the requirements of Iowa law related to procurement and competitive bidding for public improvements, including but not limited to Chapter 26 and 573 of the Iowa Code.

...

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

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. ensure that all required permits, licenses and other regulatory agency approvals have been obtained before beginning work on each phase of the project. The Construction Manager shall advise the Owner in writing that such permits, licenses and other approvals have been obtained. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing file documents required for the approvals of governmental government authorities having jurisdiction over the Project.

...

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

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

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

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

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

...

§ 3.3.9 The Construction Manager shall ~~endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled~~ accept work only in conformance with the Contract Documents and shall have authority, upon consultation with the Architect and Owner, to reject work which does not conform to the Contract Documents. The Construction Manager shall work solely for the benefit of the Owner.

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

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

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

...

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

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

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

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

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

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

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7-Claims.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants,

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

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

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

- ~~.1~~ Work completed for the period;
- ~~.2~~ Project schedule status; Project schedule status based on percent of completion;
- ~~.3~~ Submittal schedule and status report, including a summary of remaining and outstanding submittals; ~~2~~
- ~~.4~~ Submittal schedule and status report;
- ~~.5~~ .3 Request for information, Change Order, and Construction Change Directive status reports; ~~logs;~~
- ~~.6~~ .4 Tests and inspection reports;
- ~~.7~~ .5 Status report of nonconforming and rejected Work;
- ~~.8~~ Daily logs;
- ~~.9~~ Summary of all Multiple Prime Contractors' Applications for Payment;
- ~~.10~~ Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- ~~.11~~ Cash flow and forecast reports; and
- ~~.12~~ Any other items the Owner may require;

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

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

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the Project site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples order, and in addition, approved Project Shop Drawings, Product Data,

samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

~~§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work. With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.~~

~~§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require. When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete. Upon achievement of substantial completion, the Construction Manager shall assist the Architect in performing its responsibilities in accordance with procedures for the review and processing of applications by contractors for progress payments and final payments as the Owner's Designated Contract Representative for purposes of evaluating the release of retainage.~~

~~§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete. final inspections.~~

~~§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections. The Construction Manager shall forward to the Owner, with a copy to the Professional Engineer, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance and bond documents received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens and/or Iowa Code Chapter 573 claim or bonds indemnifying the Owner against liens; and/or Iowa Code Chapter 573 claims; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.~~

~~§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals. secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contract Documents. The~~

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

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents. Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, and Construction Manager. Consent shall not be unreasonably withheld. The Architect shall be informed of any modifications made to the Construction Manager's contractual duties or responsibilities.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld. Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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

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

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

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.
(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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§ 4.1.1 Measured drawings		
§ 4.1.2 Architectural interior design		

(B252™ 2007)		
§ 4.1.3 Tenant-related services		
§ 4.1.4 Commissioning (B211™ 2007)		
§ 4.1.5 LEED® certification (B214™ 2012)		
§ 4.1.6 Furniture, furnishings, and equipment design (B253™ 2007)		

The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

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

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

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

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

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

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

the Owner makes additional payments to the Architect, and also advise Owner of the anticipate cost of such services.

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

~~§ 4.3.3 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.~~

~~§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.~~

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

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

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

...

~~§ 5.8 The Construction Manager, on behalf of the Owner shall coordinate the services of its own the Owner's consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or~~

authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

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

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

...

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

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

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

§ 6.2.2 The total aggregate cost of the Project including management and professional services fees shall not exceed One Million, Two Hundred Thousand Dollars (\$1,200,000.) The Construction Manager shall be permitted to include contingencies for design, bidding and price escalation, and shall consult with the Architect to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to suggest reasonable adjustments in the scope of the Project, and to suggest inclusion of alternate bids in the

Construction Documents to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of any increase in the Contract Sums occurring after execution of the Contracts for Construction.

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

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

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

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Drawings, Specifications and other documents prepared by the Architect for this Project are deemed Instruments of Service for use with this Project and shall become the property of the Owner, whether or not the Project is completed.

...

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. The Construction Manager shall indemnify and hold the Owner and the Owner's officers, directors and employees harmless from and against damages, losses and judgments arising from claims by third parties, regardless of the nature, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage or \$1,000,000.00, whichever is greater.

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

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

§ 8.2 Mediation The method of binding dispute resolution shall be the following:

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

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

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

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

~~§ 8.3~~ Arbitration

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

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

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

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

~~§ 8.3.4 Consolidation or Joinder~~

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

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

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

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

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

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

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

§ 9.5.1 Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the State or the Owner to appropriate funds or through discontinuance or material alteration of the program for which funds were provided, the Owner shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

§ 9.5.2 With the mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) days' written notice, this Agreement may be terminated on any agreed date before the end of the term without penalty to either party.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7. for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed through the effective date of termination.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below. Construction Manager shall be responsible for providing Owner with all requested documentation necessary to support the payment requested by Construction Manager for services performed prior to the date of termination.

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

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

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

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

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

in the course of the Project, the Owner shall immediately provide the services of an appropriately qualified expert or consultant to determine the proper course of action.

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

...

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

The compensation for Preconstruction Services shall be Eight Thousand Seven Hundred Seventy Seven Dollars (\$8,777.00) and will be credited to owner as part of the total fee.

...

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

The Construction Management fee will be based on a percentage of the total costs of the Project by using a multiplier of Fifteen percent (15%) billed monthly. Architectural services will not be considered a direct job cost and will not be included in the total project cost when determining Construction Manager's fee.

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

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

[INTENTIONALLY DELETED]

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

~~(Insert amount of, or basis for, compensation.)~~ Additional Services shall be billed on an hourly basis as outlined in Exhibit "D" - Construction Manager billing rates.

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

...

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

See Exhibit "D"

...

- ~~.1~~ Transportation and authorized out-of-town travel and subsistence;
- ~~.2~~ Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- ~~.3~~ Fees paid for securing approval of authorities having jurisdiction over the Project;
- ~~.4~~ .2 Printing, reproductions, plots, standard form documents;
- ~~.5~~ Postage, handling and delivery;
- ~~.6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.7~~ Professional photography, and presentation materials requested by the Owner;

- ~~.8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses; and~~
- ~~.11 Other similar Project-related expenditures.~~

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

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~~§ 11.7.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It Eight Thousand Seven Hundred Seventy Seven Dollars (\$8,777.00) shall be made upon moving into Construction Document phase and it shall be credited to the Owner's account in the final invoice, if contracts are awarded.~~

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

~~§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () by the last day of each month in proportion to services proven to have been performed. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. *(Insert rate of monthly or annual interest agreed upon.)*~~

~~—%— established by Section 74A.2 of the Code of Iowa. All pay requests must be received by the County seven days prior to the Board of Supervisors meeting which is held every Tuesday of each month.~~

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

...

~~§ 12.1 Payment to the Construction Manager will be made by the Owner from cash on hand from such sources as may be legally available to the County.~~

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

~~§ 12.3 The Construction Manager shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Construction Manager shall not permit an employee, a subconsultant owned, operated, or managed by, or subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's properties in accordance with Iowa Code 692A.113, and shall fully executed and deliver a copy of 'Acknowledgement and Certification' form within ten (10) days of the execution of the Agreement or before any such workers are on the Project site.~~

~~§12.4 The Construction Manager, with regard to work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin and shall comply with the provisions of Title VI of the Civil Rights Act of 1964 and the regulations promulgated thereunder.~~

...

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

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

Exhibit "A" – Partial Lien Waiver

Exhibit "B" – Final Lien Waiver

- .3 ~~AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~ Exhibit "C" – Insurance Requirements

- .4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit	"D"	–	Construction	Manager	Billing	Rates
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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:22:21 on 01/10/2017 under Order No. 2408354363_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT A

PARTIAL RELEASE OF LIEN AND WAIVER OF CLAIMS

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

The "Property": _____

Description of the "Project": _____

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

Payment Request Amount: \$ _____

Date of last work covered by payment request: _____

Certificate

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

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

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

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

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

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

Partial Waiver and Release of Claims

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

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)

County of _____)

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

Notary Public in and for said County and State

Commission Expires

EXHIBIT B

FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

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

The "Property": _____

Description of the "Project": _____

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

Payment Request Amount: \$ _____

Certificate

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

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

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

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

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

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

Final Waiver and Release of Claims

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

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)

County of _____)

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

Notary Public in and for said County and State

Commission Expires

Exhibit "C"

INSURANCE REQUIREMENTS

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

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

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

EXHIBIT D

**Baker Group
Construction Manager Billing Rates**

Professional Billing Rates per Hour:

Sr. Design Engineer (PE)	\$150.
Design Engineer (PE)	\$125.
LEED Accredited Professional (A.P.)	\$150.
Team Leader/Construction Manager	\$115
Senior Project Manager	\$110.
Assistant Project Manager/Site Foreman	\$ 85.
Project Principal / Executive	\$150.
Project Coordinator / Accounting	\$ 49.
Safety Director	\$105.
Estimating	\$ 79.

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

#16c

Date: 1/12/2017 Weekly Agenda Date: 1/17/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Trosper Hoyt Juvenile Detention Security Door Replacement Project-
Baker Group C132 Contract addendum

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Motion to approve Trosper Hoyt Detention Security Doors Construction Management

BACKGROUND:

Detention doors and frames are in need of replacement due to deterioration, abuse, and age of electronic hardware.

FINANCIAL IMPACT:

2016 CIP #C4 (\$50K)
Baker Group- \$13,045

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

Yes No

RECOMMENDATION:

Approve funds related to construction management.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve AIA C132 Contract addendum with the Baker Group for \$13,045

Woodbury County Iowa

Project Inclusion Approval

To:

Indefinite Scope for Professional Services AIA Document C132 – 2009 as approved by a Board Motion on December 13, 2016.

Between the Owner: Woodbury County Board of Supervisors

And the Construction Manager: Baker Group

In accordance with paragraph 1.1.1 of said agreement, both parties agree that the following project will be added to this agreement:

Add Project Name: Juvenile Detention Door Replacement

Approved CIP Budget: \$100,000 CIP Project # C4

Anticipated Budget for this Project: \$100,000

Anticipated Construction Management Fee based on this budget: \$13,045

Subject to final approval of project details and bid costs which will be brought to the Board of Supervisors on approximately: Feb 14, 2016

Project Inclusion Accepted on this date: _____

Owner: _____

Construction Manager: _____

Final Board Approval of project detail and bid costs is hereby approved by the Woodbury

County Board of Supervisors: Name: _____ **Title:** _____

Date: _____

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

Date: 1/12/2017

Weekly Agenda Date: 1/17/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Siouxland District Health Boiler Replacement Project- Contract
Approval of Contractor low bid

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Competitive bids have been received for the Siouxland District Health Boiler Replacement Project.
Motion to approve low competitive bid from Plains Boiler Service.

Bids were received as follows:

Rasmussen Mechanical- \$66,710 (No system glycol, no start-up, no VFD warranties, no motors included in bid)

Midwestern Mechanical- \$66,100 (No system glycol included in bid)

CW Suter- \$46,719 (No project plumbing included in bid)

Plains Boiler Service- \$55,600

BACKGROUND:

Siouxland District Health facility has experienced boiler failures. Currently one boiler has again failed and is in need of replacement. Review of systems indicated that due to the current system design boilers were short cycling affecting life expectancy. Recommendations are to replace all boilers with high efficiency units and reconfigure circulation systems and piping.

On 12/ 20/2016 the Board of Supervisors approved Baker Group as Construction Manager

On 11/29/2016 the Board of Supervisors authorized Resource Consulting Engineers to seek bids in conjunction with the SDH Boiler Replacement Project.

On 11/18/2016 the Board of Supervisors approved drafting the design and specifications to be utilized in boiler replacement and heating recirculation system re-design.

FINANCIAL IMPACT:

2017 CIP
CIP #E1-17 allocation (\$60,000)
2017 CIP
CIP #E4-17 Reallocate (\$7,740 of \$20K)

Plains Boiler Service- \$55,600

Project Financial Components:

Engineering & Design- Resource Consulting Engineers- \$3,500
Construction/ installation- Plains Boiler Service- \$55,600
Project Management- The Baker Group- \$8,340
Total Project Cost = \$67,440

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

Yes No

RECOMMENDATION:

Building Services recommends approval of bid from Plains Boiler Service who has provided the lowest all inclusive bid.

ACTION REQUIRED / PROPOSED MOTION:

1. Motion to approve low bid with Plains Boiler Service in the amount of \$55,600
2. Motion to reallocate \$7,740 from 2017 CIP #E4-17 to 2017 CIP #E1-17



January 4, 2017

Woodbury County
620 Nebraska Street
Sioux City, Iowa 51105

RE: Siouxland District Health/ boiler replacement
Plains Boiler Service Bid # JR-3704

We are pleased to provide you with the following quotation for replacing the existing boilers at Siouxland District Health in Sioux City, Iowa.

Scope of the work to be provided is as follows and is in accordance to drawings and specifications provided by RCE and the Baker Group, RCE Project #2016.015.00.

Provide labor, material, equipment and expenses necessary to:

- Isolate existing equipment, drain and collect existing glycol solution for reinstallation
- Disconnect existing boilers, associated piping and specialties and dispose of same
- Unload, set and assemble, three (3) new Lochinvar, model KBN400 condensing boilers with specified trim, controls and accessories
- Connect new boilers to existing system piping with primary/secondary loop piping as shown on drawings
- Remove existing motors on base mounted pumps, install new motors and laser align pumps
- Install new variable frequency drive's for system pumps
- Refill system with glycol solution
- Start, test and check operation of boilers and boiler controls
- Insulate new and disturbed piping to match existing type and thickness

All work to be done as to avoid interruption of adequate heating capacity for the facility

The above for \$54,800.00
Sales/use*excise tax not included

Option – For performance/payment bond, add to above \$800.00

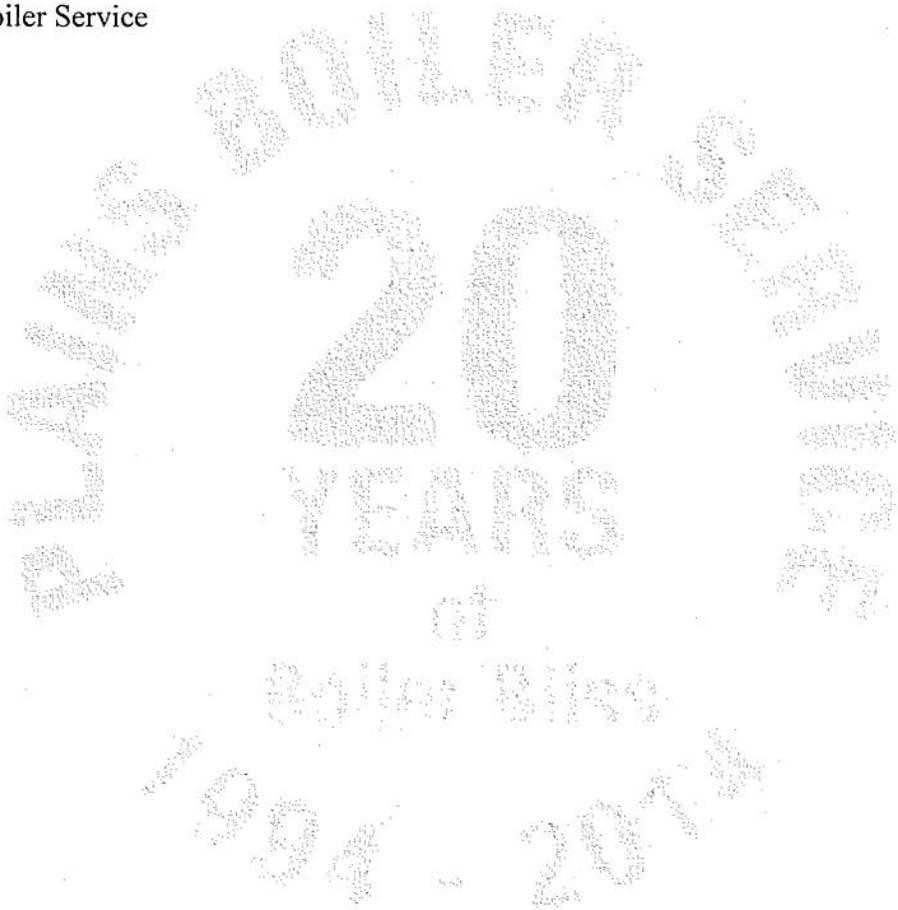
Quote valid - 30 days

Terms – Net 10

*If project is new construction, reconstruction or alteration, use tax will be charged on cost of material and added to above price.

Regards,

Jeff Reinders
Jeff Reinders *by cma*
Plains Boiler Service





January 3, 2017

To: Woodbury County Building Services
629 Douglas St # B07
Sioux City, IA 51101

RE: Siouxland District community Health

Mr. Kenny Schmitz

Star Control shall provide the following to replace boilers at the Siouxland District Community Health building as per drawings:

- 3- Lochinvar KBN-400 boilers
- HWP-1, HWP-2 and HWP-3
- Variable frequency drives for HWP-4 and HWP-5
- New motors with grounding ring and laser alignment for HWP-3 and HWP-5
- Electrician
- Venting and roofer
- Boiler accessories low water cut off and flow switch
- Startup of boilers

Base Bid: **\$ 46,719.00**

Exclusions:

- Any and all Plumbing
- Any antifreeze required
- Taxes

Accepted By: _____

Date: _____

Pricing will need to be reviewed after 60 days

Sincerely,

Kevin Welty
Star Control
Phone: 712-224-2429



PROPOSAL

**Sioux land District Health Boiler Replacement
 Sioux City, IA
 December 29, 2016**

This proposal is for the labor and material to complete the replacement of the 3 hot water boilers in the Sioux land District Health building. This proposal is with Lochinvar boilers, which come with flow switches, low water cut offs, and circulation pumps, and ABB brand VFDs. The removal of the existing boilers and associated piping, electrical wiring, and flues is included. The installation of the three new boilers, the needed piping and flues, and any electrical wiring needed will be provided along with the pipe insulation. We have also taken into consideration the new pump motors and the labor needed to replace the existing ones on pump 4 and 5. There is no allowance in this bid for any new Glycol to be added to the existing system. The temperature control and any associated wiring or controls not mentioned are also not included. The app that would give the building staff control of the boilers is also included in this bid.

Clarifications:

1. The following items are not included in this proposal:
 - Builders Risk
 - Asbestos Removal
 - Soil Correction
 - Painting
 - Outside Utilities
 - Site Drainage
 - HVAC
 - MRI Quench Venting
 - Fire Caulk
 - Temperature Control
 - Concrete, Roof, Ceiling, and Wall Cutting and Patching
 - Ceiling Removal and Replacement
 - Surface Restoration
 - Fire Protection
 - Dewatering
 - Concrete Pads
 - Gas Charges
 - Temporary Facilities

BASE BID	\$ 65,500
If Performance/Payment Bond is desired add to base bid	\$ 600

Sincerely,

Colton Jacobs
 Midwestern Mechanical, Inc.





December 27, 2016

Kevin Card
Rasmussen Mechanical Services
2425 East 4th Street
Sioux City, Iowa 51101

Shane Albrecht
Siouxland District Health
1014 Nebraska St.
Sioux City, IA 51105

Proposal: HSKC6256 - Boiler Replacement Project

Shane Albrecht:

Rasmussen Mechanical Services is pleased to quote the following scope of work during normal working conditions unless specified otherwise in the scope below.

Inclusions:

- Remove and dispose of existing 2 boilers and associated piping, adding isolation valves
- Provide and install 2 new Lochinvar Knight KBN401 boilers and associated piping
- Build new 4" header and install, connecting 2 new boilers
- Electrician to install new VFD on pumps, disconnect and reconnect all electrical to boilers
- Tie-in new header to building loop during off hours, and remove old header
- Start up and test new boilers
- Remove 3rd existing boiler and associated piping and dispose
- Provide and install 3rd new Lochinvar Knight KBN401 and associated piping
- Tie-in to new header
- Start up and test 3rd boiler, Insulate new piping
- Clean up work area
- Factory warranty on equipment, 1 year warranty on installation labor

Exclusions:

- Johnson Controls tying in to new boilers & VFDs
- Pouring extended housekeeping pad to set new boilers
- 7-10 day lead time on boilers right now

Clarifications:

- Option: Factory start up and warranty on new VFDs - add \$2,507.00
- Option: Add 1 barrel glycol to system during off hours- add \$1,875.00
- Option: Add Performance/Payment Bond- add \$661.00
- Only work described above, from the specifications provided, included in this quote



Price:

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision, and Services as outlined in the above Scope of Work for the net sum of:

Sixty Six Thousand Forty-Nine Dollars **\$ 66,049.00**

The above price(s) do not include sales or use taxes. If applicable, Buyer shall provide Seller with an appropriate tax exemption certificate. In the absence of a valid tax exemption certificate, Buyer herein acknowledges that any/all appropriate or required taxes shall be added to Seller's Invoices or Progress Billings as applicable.

Terms: Service Order & Repairs

Proposal Valid for 30 Days after Proposed Date

* Invoices to be paid, Net 30 Days per Seller's Terms and Conditions.

Rasmussen Mechanical Services is grateful for the opportunity to be of service. Thank you for considering our Proposal and we look forward to working with you. If there are any questions, please do not hesitate to contact me.

Respectfully submitted,

Buyer's Acceptance:

By: _____
Authorized Signature for Siouxland District Health

Date of Acceptance

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

Date: 1/12/2017

Weekly Agenda Date: 1/17/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Siouxland District Health Boiler Replacement- Construction Manager Contract

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Motion to approve Construction Manager Contract and fee for the Siouxland District Health Boiler Replacement Project.

The Construction Manager will provide over-site in removal of the Three existing boilers, two in operation and one non functional. The heating circulation systems will be removed and piping will be reconfigured as as specified and drafted by Resource Consulting Engineers. Boiler staging and programming will be incorporated to alleviate unnecessary cycling and reduce energy consumption. Circulation pumps and boiler controls will be installed in a manner which will enhance and interface with the front end system computer.

Coordination and timing will be very critical. Heating supply to the facility will need to be maintained throughout this project which will be difficult.

BACKGROUND:

Siouxland District Health facility has experienced boiler failures. Currently one boiler has again failed and is in need of replacement. Review of systems indicated that due to the current system design boilers were short cycling affecting life expectancy. Recommendations are to replace all boilers with high efficiency units and reconfigure circulation systems and piping.

On 12/20/ 2016 Baker Group was approved as Construction Manager.

On 11/18/2016 Resource Consulting Engineers were approved to draft design specifications.

On 11/29/2016 bids were received on the Siouxland District Health Boiler Replacement Project.

FINANCIAL IMPACT:

2017 CIP
CIP #E4-17- \$8,340

Project Financial Components:
Resource Consulting Engineers- \$3,500
Plains Boiler Services - \$55,600
The Baker Group- \$8,340

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

Yes No

RECOMMENDATION:

Building Services recommends approval of Construction Manager Project in the amount of \$8,340

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve SiouxLand District Health Baker Group Construction Manager Contract for \$8,340

Woodbury County Iowa

Project Inclusion Approval

To:

Indefinite Scope for Professional Services AIA Document C132 – 2009 as approved by a Board Motion on December 13, 2016.

Between the Owner: Woodbury County Board of Supervisors

And the Construction Manager: Baker Group

In accordance with paragraph 1.1.1 of said agreement, both parties agree that the following project will be added to this agreement:

Add Project Name: Siouxland District Health – Boiler Replacement

Approved CIP Budget: \$60,000 CIP Project # E1 - 17

Anticipated Budget for this Project: \$60,000

Anticipated Construction Management Fee based on this budget: \$7,826.

Subject to final approval of project details and bid costs which will be brought to the Board of Supervisors on approximately: January 17, 2017

Final Installation Cost:

Installation Contractor: Plains Boiler

Fifty-Five Thousand Six Hundred Dollars \$55,600

Baker Group CM Fee on Project: \$8,340

Resource Consulting Engineers design fee: \$3,500.

Total Cost of Project: \$67,440

Project Inclusion Accepted on this date: _____

Construction Manager: Baker Group, Inc. by Shane Albrecht _____

Final Board Approval of project detail and bid costs is hereby approved by the Woodbury

County Board of Supervisors: Name: _____ Title: _____

Date: _____

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

Date: 1/04/2017 Weekly Agenda Date: 1/17/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Motion to Approve CMBA Architects Courthouse #207 Window Renovation Project- Project Administration

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Give Direction
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

CMBA Architects will prepare Bid Documents, Construction Specification Requirements, and Project Construction Administration

BACKGROUND:

Competitive bids have been received on Courthouse Courtroom #207 Window Renovation Project. Contractors have been approved and Construction Documents will be drafted.

FINANCIAL IMPACT:

2017 CIP #A2-17
CMBA Architects- Hourly Rate not to exceed maximum \$10,200

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

Yes No

RECOMMENDATION:

Approve CMBA fee proposal

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve CMBA Architects proposal dated 1/03/2017



CANNON MOSS BRYGGER ARCHITECTS
302 JONES STREET, SUITE 200 ▪ SIOUX CITY, IA 51101 ▪ (P) 712.274.2933

FEE PROPOSAL
For
**Construction Administration, Courtroom 207 Window Renovation,
Woodbury County Courthouse
Sioux City, Iowa
01/03/17**

Mr. Kenny Schmitz
Woodbury County Building Services
401 8th Street
Sioux City, IA 51101

Dear Kenny,

Please consider this our proposal to perform the Construction Administration for the Courtroom 207 Window Renovation project.

SCOPE OF WORK

Work to include participation in on-site meetings, review of Contractor questions and submittals, discussions with Owner, Contractor and Construction Manager, answering Contractor questions regarding details and conditions and punch-list and final work reviews. This scope does not include extensive redesign and detailing work if existing conditions are found to vary greatly from the previous project.

COMPENSATION

Proposed fees for the Construction Administration are as follows:

For the agreed upon Scope of Work we propose working on an Hourly Basis with a total fee including reimbursable expenses not-to-exceed ten thousand, two hundred dollars (\$10,200). Please see the attached hourly billing rates.

SCHEDULE

The schedule is assumed to correspond with the schedule called out in the construction documents of February 15, 2017 to May 15, 2017. If construction continues beyond the May 15, 2017 substantial completion date through no fault of the Architect, a fee increase may be negotiated at that time.

TERMS & CONDITIONS

Limitation of Liability: Neither the Architect, the Architect's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner or any other person in excess of either the compensation to be paid pursuant to this agreement or One Hundred Thousand and No/100 Dollars (\$100,000.00), whichever is greater, for any claim arising out of or relating to any act or omission, including but not limited to breach of contract or negligence, except that this limitation shall not apply only to claims based on gross negligence or willful

misconduct. This shall be the sole and exclusive remedy for any such acts or omissions and is in lieu of all other remedies. The Architect and the Owner acknowledge that this limitation of liability constitutes their negotiated allocation of risk of loss and that enforcement of this limitation is necessary to protect the parties' contractual expectations.

If you are in agreement with this proposal, please print, sign, and return one original of this letter to CMBA. Retain a second signed copy for your records.

CMBA thanks you for this opportunity to continue our service to the County. If you have any questions, please call me at 712.224-3106

Sincerely,



Terry J. Glade, AIA
Principal Architect

Client Signature

Date

Client Printed Name



2017 STANDARD BILLING RATES

Rates are reviewed and adjusted periodically including, but not limited to, calendar year reviews.

PRINCIPAL.....	\$170
ASSOCIATE PRINCIPAL	\$125
ASSOCIATE.....	\$125
SENIOR ARCHITECT.....	\$170
ARCHITECT III	\$120
ARCHITECT II	\$115
ARCHITECT I	\$95
INTERN ARCHITECT II	\$90
INTERN ARCHITECT I.....	\$80
PROJECT MANAGER III.....	\$145
PROJECT MANAGER II	\$120
PROJECT MANAGER I	\$90
STRUCTURAL ENGINEER II.....	\$155
STRUCTURAL ENGINEER I.....	\$125
ENGINEER-IN-TRAINING.....	\$90
TECHNICIAN II.....	\$80
TECHNICIAN I.....	\$75
INTERIOR DESIGNER III	\$100
INTERIOR DESIGNER II	\$80
INTERIOR DESIGNER I	\$75
GRAPHIC DESIGNER	\$85
CLERICAL	\$60

STANDARD REIMBURSABLE EXPENSES

Delivery/Shipping
Fees/Permits
Mileage
Out-of-town Travel (hotel, meals, transportation)
Printing

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

Date: January 11th, 2017 Weekly Agenda Date: January 17th, 2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Courthouse Courtroom #207 Window Renovation Project- Motion to approve Contractor Bids

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Awarding of Contractor low bids will allow project to begin and remain on scheduled time-line.

BACKGROUND:

The following Contractors submitted bids, bids were received and opened January 5th, 2016 at 2:00 pm:
Stained Glass Bids (one contractor bid received)-
Bogenrief Studios- \$55,000
Structural Repair Bids (two contractor bids received)-
Northern Plains Construction- \$165,000
The Baker Group- \$134,170

FINANCIAL IMPACT:

2017 CIP
Bogenrief Studios- \$55,000
Baker Group- \$134,170
Total= \$189,170

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

Yes No

RECOMMENDATION:

1. Approve Stained Glass window repairs Contractor low bid, Bogenrief Studios- \$55,000
2. Approve structural repairs/ painting Contractor low bid, Baker Group- \$134,170

ACTION REQUIRED / PROPOSED MOTION:

1. Motion to approve and award Bogenrief Studios Stained Glass repair contract bid for \$55,000
2. Motion to approve and award Baker Group structural repairs and painting contract bid for \$134,170



CANNON MOSS BRYGGER ARCHITECTS
302 JONES STREET, SUITE 200 ▪ SIOUX CITY, IA 51101 ▪ (P) 712.274.2933

BID TAB - GENERAL CONSTRUCTION & STAINED GLASS COURTROOM 207 WINDOW RENOVATION - WOODBURY COUNTY COURTHOUSE

SIOUX CITY, IOWA

PROJECT # SC16113

DATE/TIME
01/05/17 AT 2:00 PM

CONTRACTOR	Bid Security	BASE BID	Addenda	Quality Assurance Questionnaire	REMARKS
GENERAL CONTRACT					
The Baker Group	X	\$134,170.00	X	X	
Northern Plains Construction	X	\$165,000.00	X	X	
STAINED GLASS					
Bogenrief Studios	X	\$55,000.00	X	X	

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

Date: 1/12/2017

Weekly Agenda Date: 1/17/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Woodbury County Courthouse Exterior Facade Deterioration- CMBA Architects Needs Assessment Proposal

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

In an effort to determine the depth and scope of Historical Courthouse Exterior Facade, Tuck Pointing, and Terra Cotta repairs it is necessary to utilize services that can only be provided through collaborative partnerships. CMBA Architects are familiar with the Courthouse construction drawings, however these structural drawings do not detail all items such as Terra Cotta and Tuck pointing which require the expertise of those individuals or groups that are familiar with the intricacies of installation practices of the past, and present construction repairs related to historical preservation. Various professional firms were contacted to review on-site repair needs and provide a cost to partner with CMBA Architects to establish for Woodbury County an assessment which would ultimately formulate a project scope that included categories to address the differing areas that will require attention.

The Woodbury County Courthouse is a jewel and Historic Preservation is a necessity. In choosing such partnerships moving forward several aspects have to be weighed and considered. A short list of these would include professional services relating to historical preservation, costs or fees charged by each prospect, and timing relative to their work load. Building Services believes professionals capable of achieving the goal while doing so at a practical cost structure best utilizes tax payers dollars.

BACKGROUND:

The Woodbury County Courthouse exterior has various areas in need of repair. Brick work tuck pointing, Terra Cotta, Exterior metal furnishings are just a few. The speculated costs attributed to the repair of these items come at a cost which could well run into several million dollars.

While these costs seem breath taking, so are the natural beauty and intricate decorative works of years past that can be viewed throughout the inside and exterior Courthouse. A building with this type of architecture and detail simply can not be replicated in today's economic construction costs structure.

It will be necessary to determine an avenue that will establish a way in which the Woodbury County Courthouse needs can be met.

FINANCIAL IMPACT:

2017 CIP #A5-17 (\$400K)

CMBA Architects- \$67,290

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

Yes No

RECOMMENDATION:

Building Services believes that an assessment of the Courthouse exterior is necessary to outline in detail specific repairs, to be able to determine an enhanced view of costs, and a priority associated with multiple items needing repair.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Courthouse Exterior needs assessment with CMBA Architects per proposal dated 1/04/2017 in the amount of \$67,290



CANNON MOSS BRYGGER ARCHITECTS
 302 JONES STREET, SUITE 200 ▪ SIOUX CITY, IA 51101 ▪ (P) 712.274.2933

FEE PROPOSAL
 For
Woodbury County Courthouse Exterior Physical Needs Assessment
Woodbury County, Sioux City, Iowa
01/04/17

Mr. Kenny Schmitz
 Woodbury County Building Services
 401 8th Street
 Sioux City, IA 51101

Dear Kenny,

Please consider this our proposal to perform an Exterior Physical Needs Assessment of the Woodbury County Courthouse. The Courthouse is a treasure not only for Sioux City and Iowa, but for the nation as such a unique example of Prairie Style architecture. An assessment of this nature is what we recommend to thoroughly categorize areas needing attention and restoration. This document will become the tool needed to guide the restoration and preservation in a logical way.

For this survey, CMBA intends to engage The Franks Design Group, PC as a consultant to perform the bulk of the work. This firm has a strong background in historic preservation and restoration projects and brings the level of expertise needed for such a significant building.

COMPENSATION – NEEDS ASSESSMENT

Proposed fees for the Needs Assessment are as follows:

For the agreed upon Scope of Work we propose working on an Hourly basis with a total fee including reimbursable expenses not to exceed fifty-seven thousand, two hundred, ninety dollars (\$57,290). This includes the following:

Franks Design Group fee	\$36,850
Franks Design Group reimbursable expenses	\$ 2,940
Andrew Tuckpointing dismantling/reconstruct allowance	\$ 8,000
CMBA coordination/limited structural review fee	<u>\$ 9,500</u>
Sub-Total, Not-to-Exceed	\$57,290

Additional anticipated project expense to the County:	
Lift rental allowance	<u>\$10,000</u>
Total with lift allowance	\$67,290

Please see the attached proposal from The Franks Design Group PC that spells out the extent of the work.

CMBA will act as the direct contact with you as the Owner and will coordinate the work of Franks Design Group and attend meetings and provide reports of progress to you along the way.

Structural review will be limited to exploration of exterior features and components addressed in the needs assessment only. It will not include the structural review of the building in its entirety.

SCHEDULE

See the schedule included in the Franks proposal.

TERMS & CONDITIONS

Limitation of Liability: Neither the Architect, the Architect's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner or any other person in excess of either the compensation to be paid pursuant to this agreement or One Hundred Thousand and No/100 Dollars (\$100,000.00), whichever is greater, for any claim arising out of or relating to any act or omission, including but not limited to breach of contract or negligence, except that this limitation shall not apply only to claims based on gross negligence or willful misconduct. This shall be the sole and exclusive remedy for any such acts or omissions and is in lieu of all other remedies. The Architect and the Owner acknowledge that this limitation of liability constitutes their negotiated allocation of risk of loss and that enforcement of this limitation is necessary to protect the parties' contractual expectations.

If you are in agreement with this proposal, please print, sign, and return one original of this letter to CMBA. Retain a second signed copy for your records.

CMBA thanks you for this opportunity to continue the work of preserving and restoring this treasure. If you have any questions, please call me at 712.224-3106

Sincerely,



Terry J. Glade, AIA
Principal Architect

Client Signature

Date

Client Printed Name

Terry Glade AIA, LEED AP
CMBA ARCHITECTS
302 Jones Street, Suite 200
Sioux City, IA 51101Dear Lana and Helen,

RE: Woodbury County Courthouse Exterior Needs Assessment

Dear Terry,

The Franks Design Group, PC is thrilled and humbled to have a role in support of the anticipated exterior preservation and rehabilitation of the Woodbury County Courthouse building. As you know, the building is a National Landmark and, arguably, Iowa's most important building. We understand that our firm will be serving as a consultant to CMBA Architects. This proposal outlines our services including the preparation of a Building Exterior Physical Needs Assessment Report.

SCOPE OF SERVICES AND PROJECT APPROACH

PHASE ONE - Pre-visit research and documentation.

- Organization and assessment of Owner-furnished project information.
- Kickoff meeting with CMBA and County representative(s) at WCCH:
 - Review related efforts to-date (building projects executed in recent decades, other studies, etc. . .), inventory existing building-related documents in the County's possession, discuss scope and approach, lay out schedule and critical path.
 - Discuss access logistics – interior and exterior.

PHASE TWO – Initial on-site observations and concept level project scoping and estimating.

- Day One on-site observations
 - General building configuration
 - Available Access
 - Form general impressions of condition and initial expectations of gathering and organizing site information
- Day Two on-site observations
 - Tower portion of massing
 - Initial documentation of existing conditions
 - Initial assessment of physical condition and restoration/rehabilitation needs
- Day Three on-site observations
 - Podium portion of massing
 - Initial documentation of existing conditions
 - Initial assessment of physical condition and restoration/rehabilitation needs
- Preliminary Report
 - Establish preliminary quantity take-offs for estimating
 - Prepare a concept-level set of cost estimates based on initial observations and a tiered good-better-best level of intensity for restoration/rehabilitation work indicated by condition.
 - Prepare an initial report summarizing the concept level scoping and estimating for the County's use in fiscal planning.
- Identify existing conditions with concealed issues that warrant exploratory investigation work to be executed in Phase Three.

PHASE THREE (concurrent with phase four with schedule TBD – affected by weather, location, and logistics) – On-site concealed conditions exploratory demolition and repairs.

- Recommending this be done with Andrew Tuckpointing of Clarinda, Iowa
 - Identify existing issues with concealed conditions warranting exploratory demolition and associated repairs
 - Logistics of access to identified areas/conditions
 - Documentation of (exposed) concealed conditions
 - Documentation of repairs to affected area(s)

PHASE FOUR – Detailed on-site assessment observations and collection of existing conditions documentation.

- Day Four - Site Observations.
 - East face tower portion above jail massing and sides of jail massing
 - South face of tower

- Day Five - Site Observations.
 - North face of tower
 - West face of tower

- Day Six - Site Observations.
 - East (alley) face of podium portion of building

- Day Seven - Site Observations.
 - South (City Hall alley) face of podium portion of building

- Day Eight - Site Observations.
 - West (Douglas Street) face of podium portion of building

- Day Nine - Site Observations.
 - North (Seventh Street) face of podium portion of building

PHASE FIVE – Building Exterior Physical Needs Assessment Report

- Draft report for stakeholder review and comment
- Final report, incorporating feedback
- Attend a meeting with Board of Supervisors and other County representatives for summary and opportunity for Q&A.

BUILDING EXTERIOR PHYSICAL NEEDS ASSESSMENT REPORT

The final work product of these efforts will be a Building Exterior Physical Needs Assessment Report.

The report will include and be formatted as follows:

- Executive Summary
- Administrative Data
- Summary of Developmental History as it relates to the existing conditions
- Conditions Assessment
- Treatment Recommendations
- Written observations and recommendations for preservation/rehabilitation tasks to be considered for implementation

- Spreadsheet organized by area and building component with treatment recommendations and concept-level estimated costs. An example of the formatting is included with this proposal.
- Appendix A – Exterior Photographs, annotated with significant conditions issues identified in the Report and diagrammatic key plans/key elevations noting the location of the photographs.
- Appendix B – Field sketches and other miscellaneous supporting documentation.
- Appendix C – Explanation, and documentation, of concealed conditions exposed/repared during the Assessment process.

We would note that this organization and format is similar to that used in Historic Structures Reports. This should allow the document to be appropriately accessible, with varying levels of detail, to multiple audiences including the Board of Supervisors, County Physical Plant staff, Iowa State Historic Preservation Office, and the Omaha regional office of The National Park Service.

COMPENSATION

We estimate a professional time commitment of 380 hours to accomplish the above tasks. We propose compensation to be on an hourly basis, with a not-to-exceed cap of \$36,850.00 for services. We estimate that reimbursable expenses related to these services will be \$2,939.59. With services and expenses combined, we proposed a total not-to-exceed cap of \$39,789.59.

In more detail, we estimate the following time commitments:

	hours		fee value		
	Principal	Arch Tech II	Principal	Arch Tech II	totals
PHASE ONE - Pre-visit research and documentation.	12	12	\$ 1,320.00	\$ 1,020.00	\$ 2,340.00
PHASE TWO – Initial on-site observations and concept level project scoping and estimating.	54	62	\$ 5,940.00	\$ 5,270.00	\$ 11,210.00
PHASE THREE (concurrent with phase four with schedule TBD – affected by weather, location, and logistics) – On-site concealed conditions exploratory demolition and repairs.	10	10	\$ 1,100.00	\$ 850.00	\$ 1,950.00
PHASE FOUR – Detailed on-site assessment observations and collection of existing conditions documentation.	60	84	\$ 6,600.00	\$ 7,140.00	\$ 13,740.00
PHASE FIVE – Building Exterior Physical Needs Assessment Report	46	30	\$ 5,060.00	\$ 2,550.00	\$ 7,610.00
ALL PHASES	182	198	\$20,020.00	\$16,830.00	\$ 36,850.00

The above estimate includes a 2-person team for the work. I will be substantially involved throughout the whole process, assisted by Matthew Miller, an architect-in-training, who is well equipped to support this assessment effort. I have also included a sample invoice which shows the calculation of reimbursable expenses.

SCHEDULE

We have included a conceptual schedule for performing the services outlined above. We would note that Phase Two includes initial observation findings and the preparation of a preliminary submission in order for the Board of Supervisors to have preliminary cost estimate information needed for their FY 18 fiscal planning. We have included a project schedule that outlines the complete assessment process.

ASSUMPTIONS AND QUALIFICATIONS

The assessment strategies and any recommendations made will be consistent with the Secretary of the Interiors' Standards. We acknowledge that this building is an exceedingly important cultural asset. It is our understanding that this assessment

This assessment survey and report is limited to the building's exterior.

Observations will be made as close to the building's exterior surface as is practicable. The logistics of access will need to be talked through at the kickoff meeting with ongoing dialogue with CMBA and County representatives as the on-site work progresses.

We will make use of the scans of the original 1916 construction documents and the graphics in the report will include field sketches and annotated photographs, but not as-built drawings. If CMBA Architects intends to generate new drawings in anticipation of future projects, we would gladly utilize the drawings, however the assessment report can be complete without a set of as-built drawings.

Without knowing what issues might arise in this assessment, we anticipate CMBA's in-house structural engineering staff would be available to assist in analyzing any components or issues with structural causation.

We anticipate the need to recommend exploratory demolition (and immediate related repairs) in order to expose concealed conditions that may affect the assessment and/or recommendations for preservation and rehabilitation. We recommend Andrew Tuckpointing of Clarinda, Iowa to serve as a consulting masonry restoration vendor. We have known Warren Andrew and his crew for many years and they are highly recommended for the exploratory work that may be needed. Our proposal includes a limited amount of time to coordinate and direct the dismantling/reconstruction that might be needed. We recommend that Andrew Tuckpointing be considered a team member for this assessment enterprise. Since we don't yet know the location, specifics or extent of the exploratory work we would recommend that an allowance be included in the overall budget for their efforts. Whether they are working for CMBA or directly for the County is something that will need to be determined. We do not have an allowance for this work included in our fee proposal

CLOSING

Again, we are thrilled and humbled to have a hand in the preservation of this exceptional piece of architecture. Please contact me if there are any questions or concerns.

Thank You.



Peter G. Franks, AIA, NCARB, LEED AP
President, The Franks Design Group, P. C.

	sched.	compl.	week begins	1/2/2017	1/9/2017	1/16/2017	1/23/2017	1/30/2017	2/6/2017	2/13/2017	2/20/2017	2/27/2017	3/6/2017	3/13/2017	3/20/2017	3/27/2017	4/3/2017	4/10/2017	4/17/2017	4/24/2017	5/1/2017	5/8/2017	5/15/2017	5/22/2017	5/29/2017
Formal Action by Board of Supervisors authorizing assessment work.	1/9/2017				■																				
PHASE ONE - Pre-visit research and documentation.																									
Organization and assessment of Owner-furnished project information.																									
Kickoff meeting with CMBA and County representative(s) at WCCH:	1/23/2017						■																		
PHASE TWO – Initial on-site observations and concept level project scoping and estimating.																									
Day One on-site observations - General Impressions	2/6/2017								■																
Day Two on-site observations - Tower portion of massing	2/13/2017									■															
Day Three on-site observations - Podium portion of massing	2/13/2017									■															
Preliminary Concept-level scoping and estimating report	2/27/2017											■	■												
PHASE THREE – On-site concealed conditions exploratory demolition and repairs.																									
Documentation of (exposed) concealed conditions & repairs affected	3/13/2017												■	■	■										
PHASE FOUR – Detailed on-site assessment observations and collection of existing conditions documentation.																									
Day Four - Site Observations - East and South faces of tower portion of building	3/6/2017												■												
Day Five - Site Observations - West and North faces of tower portion of building	3/6/2017												■												
Day Six - Site Observations - East (alley) face of podium portion of building	3/13/2017													■											
Day Seven - Site Observations - South (City Hall alley) face of podium portion of building	3/13/2017													■											
Day Eight - Site Observations - West (Douglas Street) face of podium portion of building	3/20/2017														■										
Day Nine - Site Observations - North (Seventh Street) face of podium portion of building	3/20/2017														■										
PHASE FIVE – Building Exterior Physical Needs Assessment Report																									
Draft report for stakeholder review and comment	4/17/2017															■	■	■	■						
Final report, incorporating feedback	5/1/2017																				■				
Attend a meeting with Board of Supervisors and other County representatives for summary and opportunity for Q&A.	5/8/2017																					■			

Proposal for Professional Services

The Franks Design Group, PC

**Woodbury County Courthouse
Building Exterior Physical Assessment**

Sioux City, Iowa

Architecture
Historic Preservation
Planning

CMBA Architects
Attn: Terry Glade, AIA
302 Jones Street
Suite 200
Sioux City, IA 51101



Statement #
Date:
FDG Project 161102

Professional Services & Consultant Services				
Dates	Description	Hours	Hourly Rate	Amount
FULL PROJECT DURATION	Architect/Principal -	182.00	\$ 110.00	\$ 20,020.00
FULL PROJECT DURATION	Architectural Technician I -		\$ 95.00	
FULL PROJECT DURATION	Architectural Technician II -	198.00	\$ 85.00	\$ 16,830.00
FULL PROJECT DURATION	Architectural Technician III -		\$ 70.00	
Professional Services subtotal				\$ 36,850.00

Reimbursable Expenses			
Description	Qty	Unit cost	Amount
Mileage - Franks Design Group -11 trips Glenwood to Sioux City	2574 miles	\$ 0.535	\$ 1,377.09
In-house printing - large format printing - Blackline 24" x 36" sheets	50 sheet(s)	\$ 2.00	\$ 100.00
In-house printing - medium format printing - Blackline 11" x 17" sheets	250 sheet(s)	\$ 0.25	\$ 62.50
In-house printing - small format printing - color	1000 sheet(s)	\$ 0.40	\$ 400.00
Allowance for other project-related expenses			\$ 1,000.00
Reimbursable Expenses subtotal			\$ 2,939.59

Professional Services	\$ 36,850.00
Reimbursable Expenses	\$ 2,939.59
Total Amount	\$ 39,789.59

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

Date: 1/12/2017 Weekly Agenda Date: 1-17-2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Ung, Director Kenny Schmitz

WORDING FOR AGENDA ITEM:

Discussion of preliminary results of drill results under the Law Enforcement Center

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Building Services Director Schmitz will report preliminary results of the soil testing for the Law Enforcement Center.

BACKGROUND:

Cork-screw drilling will be done January 13th. A formal report by Certified Testing Services will take several days to be received by Building Services. However, Director Schmitz will be on-site and would like to report the results as soon as possible.

FINANCIAL IMPACT:

The total cost to bore the required eight footings is approximately \$26,400. Overall project costs cannot exceed the \$1.199 million previously authorized by the board for the expansion project.

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

Yes No

RECOMMENDATION:

There should be discussion of the first meeting of the Law Enforcement Expansion/Prairie Hills committee for 2017, as alternate proposals and planning may be in order.

ACTION REQUIRED / PROPOSED MOTION:

n/a

Date: 1/11/2017

Weekly Agenda Date: 1/17/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Taylor

WORDING FOR AGENDA ITEM:

Land Use, Potential Training Facility, and Prairie Hills Site

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Law Enforcement Expansion Committee and the Board of Supervisors have explored land use around and on the site of Prairie Hills for two reasons: one is the assurance to the Sheriff's Office for a central location of operations and maintenance, training including the gun range and equipment housing as well as a training site. The other was per an inquiry that was referred to Planning and Zoning as well as Economic Development regarding the parcels nearby through which the county has a steady income stream through farm rent. My hope is to reiterate the position that the County has held that the Prairie Hills Facility (while no longer a viable building in the old County Home) will still have the land usage under the Sheriff's Office with the potential of a standalone training site.

BACKGROUND:

Please see the following items as background to further understand some of the developments that have taken place over the last 18 months' discussion:

Land Use and Parcels Adjacent to Prairie Hills Agenda Item

Board of Supervisors: 7/26/16 "Approve Law Enforcement Center Expansion up to \$1.199 Million"

Board of Supervisors: 8/2/16 "Approve the Closure of Prairie Hills with Subsequent Move of Kitchen to LEC"

"LEC Expansion Overview and Statements: [Then] Chairman Jeremy Taylor Board of Supervisors"

"Regarding the Closure of Prairie Hills"

"Notes from Training Facility Exploration" Meeting with two Sheriff's Personnel, Kenny Schmitz, Shane Albrecht

It should further be noted that I have asked our County Attorney's office to help us develop a 501c3 akin to the "Courthouse Foundation" to act as a repository for donations including a verbal commitment of the CWA and anyone who wishes to help fund this "public-private" endeavor.

Training is an essential law enforcement function and includes K-9, combatives, weight training, etc. but any building must be done in a cost-efficient and effective manner. Some action items from this past were to look at Blackhawk County's facility and plans; seek their organizational, legal structure, and description including articles of organization, gain information on use of such a facility, and seek to see if a portion of out-of-town training dollars for which we could in turn charge other entities or mitigate the cost of going elsewhere would give us a better budget picture. Through value-engineering such potential could come down in cost. Also, the 14 foot sidewalls could potentially have space for storage up above.

FINANCIAL IMPACT:

Potential costs of a facility may be \$500,000 but costs could significantly be reduced through donated work (\$20-30,000 of digging, septic/water, excavating), a \$40,000 contribution by the union, the raising of private dollars, further value engineering, the selling of the used chiller, rent paid from other entities, or mitigation of the need for travel and monies paid for training elsewhere. We have a two-fold role: provide the necessary training that comes with high-quality law enforcement while at the same time doing so efficiently by taxpayers.

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

Yes No

RECOMMENDATION:

Receive the information.

ACTION REQUIRED / PROPOSED MOTION:

Receive the information.

Karen James - Re: Your Request on the County Farm property

From: John Pylelo
To: Taylor, Jeremy
Date: 1/12/2017 12:49 PM
Subject: Re: Your Request on the County Farm property
CC: Gleiser, David; James, Karen; Nahra, Mark; Satterwhite, Heather; Ung...
Attachments: 201701121244.pdf

Supervisor Taylor and Board Office:

Responding to Supervisor Taylor's request of this AM. We last evaluated the County owned parcels adjacent to the Prairie Hills facility in April of 2016. At that time the review was undertaken in response to a purchase inquiry from the Mullinex Family who wished to purchase a minor portion of the "County Farm" for construction of their new residence. Attached find the April 2016 findings which were reported to the Board to the Supervisors during their April 19, 2016 meeting.

We are unaware of any recent developments which would change the recommendation then provided. As such we continue to believe the property's highest and best use is agricultural row crop production. Provided is a copy of the report including backup materials and the existing 2016-2018 rental agreement for 203.5 of the farms approximate 222+ acres. Note the report does not provide a recommendation on the Prairie Hills Facility proper.

Dave and John

John Pylelo, Director
Office of Planning and Zoning
6th Floor
Woodbury County Courthouse
620 Douglas St.
Sioux City, IA 51101

Office: 712/279-6557

Fax: 712/279-6530

Email: jpylelo@woodburycountyiowa.gov

Website:

<http://www.woodburycountyiowa.gov/departments/planning-zoning>

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712/279-6557 and permanently delete the original and any copy of any
e-mail and any printout thereof.

>>> Jeremy Taylor <jtaylor@woodburycountyiowa.gov> 1/12/2017 7:01 AM >>>
Gentlemen,

If you had a formalized staff recommendation in writing regarding adjacent land next to Prairie Hills, I'd appreciate if you could send it Matthew / Karen and Heather's way by 10 a.m. This is backup to another item.
Thanks.

Supervisor Jeremy Taylor
Woodbury County

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

Date: April 11 2016

Weekly Agenda Date: Tuesday April 19, 2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: John Pylelo, Director
Office of Planning and Zoning

WORDING FOR AGENDA ITEM: Receive Departmental Recommendation Re:
citizen inquiry to purchase county owned real estate.

ACTION REQUIRED:

Approve Ordinance
Approve Motion

Approve Resolution

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Woodbury County owns four (4) congruent parcels totaling 222+ acres approximately ½ mile southeast of Sioux City. One of the parcels includes the site of the Prairie Hills facility which was originally constructed in 1917 for use as the county home. Historically the county farm composed the balance of the 222 acre complex. Through the years the tillable ground has been cash rented under various agreements. The county currently cash rents 203.5 tillable acres at the site under an existing 2016-2018 lease with Mr. Brian Peterson for \$73,690 annually or \$362@ acre.

Recently the county was contacted by a citizen inquiring if a portion of one of the parcels was available for sale. Mr. Kyle Mullenix wishes to purchase a portion of the most northern 74.5 acre parcel for the construction of a single family dwelling for his family. Mullenix prefers to purchase a portion, or all, of the southern-most (triangular) 15 acre portion of the parcel. Find mapping and aerial photo attached.

At Chairman Taylor's request Mark Nahra, David Gleiser, Joshua Widman and John Pylelo were tasked to evaluate the Mullenix purchase inquiry and make recommendation.

BACKGROUND: The current Prairie Hill Jail Annex was conceived in 1999 when Woodbury County was experiencing high inmate populations at the main jail in the Law Enforcement Center. The "Old County Home", was opened as a minimum security facility with a portion of the old building renovated to accommodate forty (40) additional inmates.

Over the years, additions occurred to the annex to provide support services for training, food preparation, staff fitness, and asset storage. In 2001 an NRA approved firing range was constructed. Federal, State, County, and local law enforcement agencies utilize the range for training.

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

Yes No

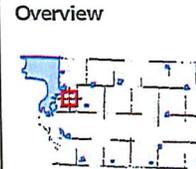
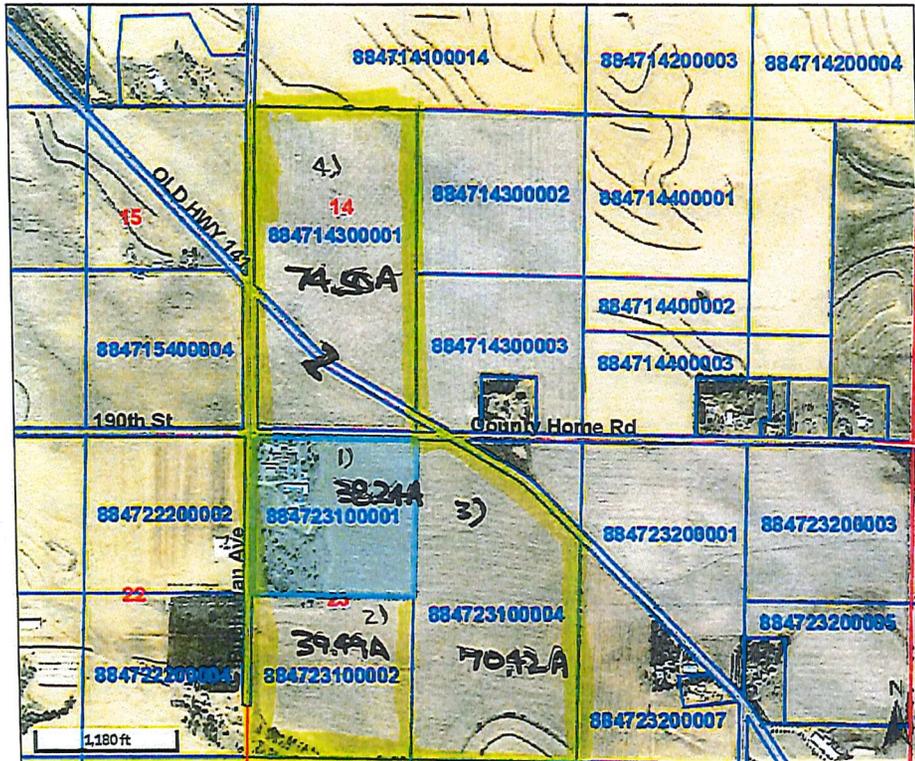
RECOMMENDATION: The property's review process included the following:

1. Review of the 2016-2018 farm lease;
2. Analysis of the highest and best use potential of the parcels;
3. An assessment of the potential commercial or industrial development of the site;
4. Discussion of available utilities;
5. Financial analysis of the sale vs lease cash flows;
6. The timing of the expiration of the current farm lease with Brian Peterson on 12/31/2018.
7. The impact of sale of a central portion of the site upon the remaining property's best use and highest value;
8. Discussion of why rural residential development does not pay for required level of service costs.

The overall analysis confirmed the current highest and best use of the tillable acre portion of the site is agricultural row crop production. Further that the property continue to be used as leased real estate. No changes in use are recommended for the 203.5 tillable acres. Should your Board wish to further explore the Mullenix inquiry we recommend Dennis Butler complete his independent financial analysis and the Sheriff's Office be asked to provide comment. This recommendation does not include an assessment of the Prairie Hills facility component of the site or its uses.

ACTION REQUIRED / PROPOSED MOTION: Informational Only. Provide direction on conveying the Board's position to Mr. Mullenix.

Beacon™ Woodbury County, IA / Sioux City



- Legend**
- Roads
 - Corp Boundaries
 - Townships
 - Sections
 - Residential Sales
 - 2013
 - 2014
 - 2015
 - Parcels

Parcel ID	884723100001	Alternate ID	00000000826425	Owner Address	WOODBURY COUNTY COUNTY HOME
Sec/Twp/Rng	23-88-47	Class	A		620 DOUGLAS ST
Property Address	1600 COUNTY HOMERD	Acreage	38.24		SIOUX CITY, IA 51101-0000
	WOODBURY				
District	039 WOODBURY_SGT BLUFF LUTON COMM				
Brief Tax Description	WOODBURY TOWNSHIP				
	NW NW 23-88-47				
	(Note: Not to be used on legal documents)				

Date created: 4/6/2016

Developed by
The Schneider Corporation

COUNTY OWNED

Handwritten initials: *DPK*

**FARM LEASE
CASH RENT**

THIS LEASE ("Lease") is made between Woodbury County, Iowa, Board of Supervisors ("Landlord"), and Brian Peterson, doing business as Whiskey Creek Partnership ("Tenant") whose address is 1739 Charles Avenue, Lawton, IA 51030.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Woodbury County, Iowa (the "Real Estate"):

Northwest Quarter Southwest Quarter (NW ¼ SW ¼) and Southwest Quarter Southwest Quarter (SW ¼ SW ¼), Section Fourteen (14), Township Eighty-eight (88), Range Forty-seven (47); Southwest Quarter Northwest Quarter (SW ¼ NW ¼) Section Twenty-three (23), Township Eighty-eight (88), range Forty-seven (47); Southwest of road East Half Northwest Quarter (E ½ NW ¼) Section Twenty-three (23) Township Eighty-eight (88), range Forty-seven (47), Woodbury County, Iowa, contains approximately 200 acres and also the Northwest Quarter Northwest Quarter (NW ¼ NW ¼) Section Twenty-three (23), Township Eighty-eight (88), Range Forty-seven (47), Woodbury County, Iowa (approximately 40 acres total, however, excluding there from the County facility and grounds known as Prairie Hills); approximate 240 acres; of this 208.4 acres is being tilled; the rest is in roads, ditches, county facility, and sewage lagoon for county facility.

Said Real Estate containing 203.5 tillable acres, more or less, with possession by Tenant for a term of 3 crop years to commence on the 1st day of March, 2016, and end on the 31st day of December, 2018. At the expiration of this lease Tenant will yield possession to Landlord without further notice in as good condition as when the Real Estate was entered upon by the Tenant.

2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Annual cash Rent of \$73,689.39 payable as follows:

One-half (1/2) of the yearly Rent equaling \$36,844.70 is due on March 1 of each contract year, and the remaining One-half (1/2) equaling \$36,844.69 is due on December 1 each year. All Rent is to be paid in person or by mail to Landlord at the Woodbury County Board of Supervisors' Office at 620 Douglas St., Sioux City, IA 51101. Rent must be in Landlord's possession on or before the due date. All sums past due under this Lease shall draw interest at ten percent per annum, payable from the date they become due.

3. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND

GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant; as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required

environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant may remove from the Real Estate, any straw, stalks, stubble, or similar plant materials, as long as Tenant plants a cover crop and maintains compliance with the conservation plan. Tenant may also use these materials upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock. Tenant shall not keep livestock on the property without Landlord's written consent. Landlord may withhold consent for any reason.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs, if applicable.

4. LANDLORD'S STORAGE SPACE. Tenant may elect to rent storage space in Landlord's grain bins. Tenant must notify Landlord by July 1, 2016 if Tenant desires to rent storage space. Rental of the storage space, if desired, will be accomplished by a separate agreement.

5. ENVIRONMENTAL. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries,

paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

6. TERMINATION OF LEASE. Landlord intends to terminate Lease at the expiration of its term. The tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law (Iowa Code § 562.7).

7. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$150 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

8. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

9. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

10. REPAIRS. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

11. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

12. **NO AGENCY.** Tenant is not an agent of the Landlord.

13. **ATTORNEY FEES AND COURT COSTS.** If Landlord prevails in a proceeding to enforce any of the terms of this Lease, Landlord shall be entitled to recover its court costs and reasonable attorneys' fees from the Tenant.

14. **CHANGE IN LEASE TERMS.** This Lease contains the entire agreement between the parties. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

15. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

16. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 6, which shall be governed by the Code of Iowa.

17. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

DATED: February 26, 2016.

TENANT:

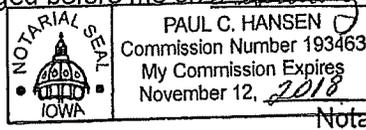
Brian Peterson
Brian Peterson
Whiskey Creek Partnership
1739 Charles Avenue
Lawton, IA 51030
(712) 943-5304

LANDLORD:

Jeremy J. Taylor
Jeremy J. Taylor, Chairman
Woodbury County Board of Supervisors

STATE OF IOWA: }
 }ss.
WOODBURY COUNTY}

This instrument was acknowledged before me on February 26, 2016, by Brian Peterson, owner of Whiskey Creek Partnership.

 Paul C. Hansen
Notary Public for State of Iowa

This instrument was acknowledged before me on February 26, 2016, by, Jeremy J. Taylor, Chairperson of Board of Supervisors, Woodbury County, Iowa.

Karen James
Notary Public for Woodbury County,
State of Iowa



File Notes Re: Requested purchase of a portion of GIS Parcel # 884714300001; W ½ SW ¼ Section 14 Woodbury Township. Assessed Land Value \$3,044 @acre. Average CSR2 of 67.2. Inquiring Citizen Kyle Mullenix ; 266-1554 w; 203-1331

Woodbury County owns four (4) adjacent parcels totaling 222+ net acres approximately ½ mile southeast of Sioux City. One of those parcels includes the site of the Prairie Hills facility.

Recently the county received contact from a citizen inquiring if a portion of one of the parcels was available for sale. The buyer wishes to purchase a portion of the most northern 74.5 acre parcel for the construction of a single family dwelling for his family. As we wish to provide the proposed buyer with the county's position we ask the Supervisors consider discussion which would result in a determination of the following:

- **What part, if any, of the 222 acres is available for sale?**
- **If the Board would allow any of the ground to be sold:**
 - **What mechanism might be desired, or required, to set a minimum sale price in any bid/auction process? Formal recommendation ? Appraisal? Multiple of average annual cash rent?**
 - **What Dept. should be assigned responsibility for handling administrative duties of the sale.**

A side benefit of this matter may be the opportunity to develop asset sale policies including the criteria to consider in all future real property purchase inquiries.

Zoning assessment of the 4 parcels:

- The 4 parcels abut one or more of these ROWs: Old Hwy 141, Buchanan Avenue or County Home Road.
- The Agricultural Preservation zoning supports single family dwelling construction and the resulting residential density. No re-zoning is required.
- A portion of any of the 4 parcels can be sold without violating the subdivision ordinances. No subdivision procedure would be required.
- The average corn suitability rating (Avg.CSR2) for the parcels ranges from 44.86 to 72.27.
- Portions of 3 of the 4 parcels have potential access points to portland cement roadway ROW maintained by the county. The remaining parcel abuts graveled county ROW.
- The county engineer's driveway permitting policies may impact those portions of the 222 acres that are available for new dwelling construction.
- The 4 parcels are currently leased to Brian Peterson, dba Whiskey Creek Partnership. The 3 year lease expires 12/31/2018. The proposed purchaser is aware of the lease. A copy of the lease is attached.

John Pylelo - Sale of County Property

From: Kyle Mullenix <kyle.mullenix@dgr.com>
To: "jpylelo@sioux-city.org" <jpylelo@sioux-city.org>
Date: 3/4/2016 2:45 PM
Subject: Sale of County Property

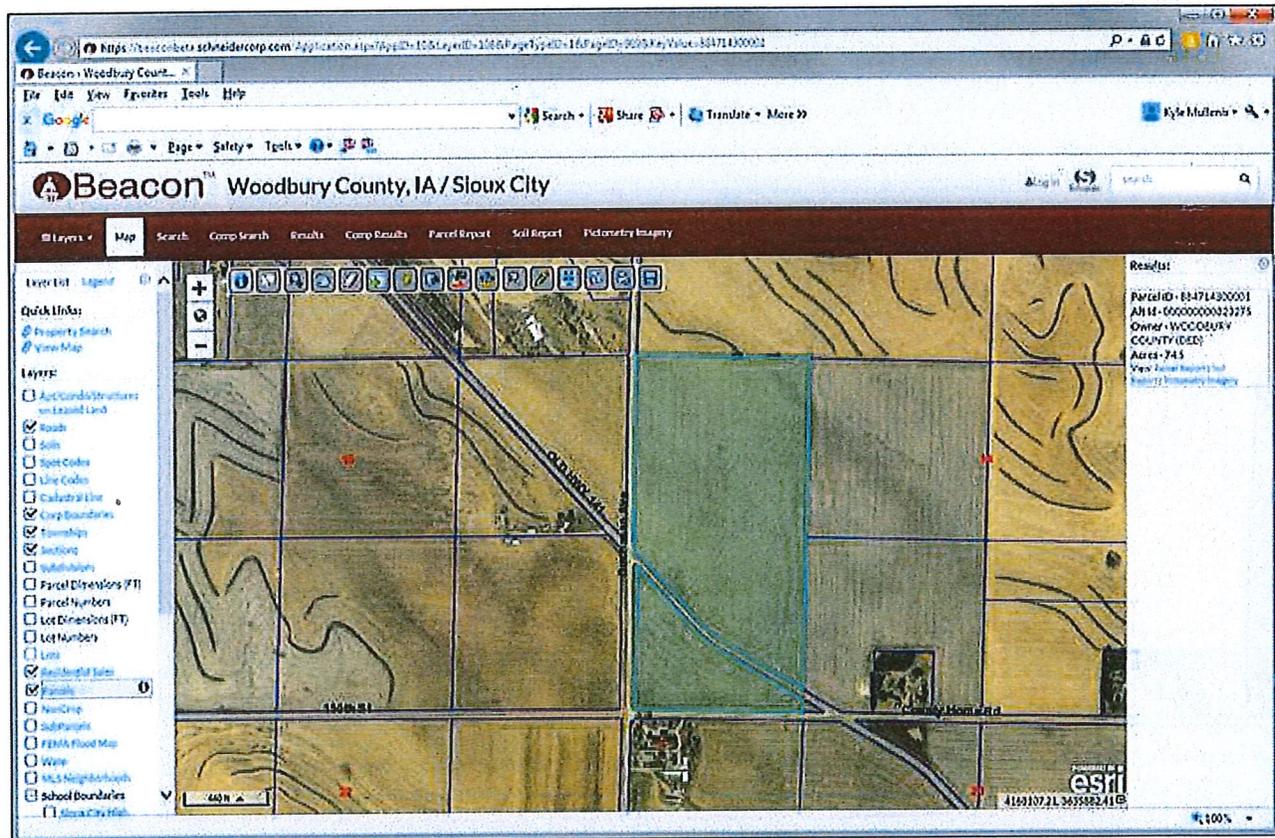
John,

This email is in response to the phone conversation we had on 3-4-16 from which I understand that the County Board of Supervisors would like a written request in order to consider the sale of County owned property.

My wife and I are interested in purchasing land to build a house on and I found the parcel below (located north of the County Home and near the intersection of Old 141 and Buchanan Ave.) on the County Assessor's website. We are interested in purchasing 5-10 acres of this parcel from the County and possibly more depending on the sale price. I understand that this land is currently tied up in a 3 year cash-rent lease which is fine as we are just looking for land currently and not trying to build immediately. We could certainly wait for the current lease to expire should a sale agreement be reached.

Let me know whether the County has a willingness to consider such a sale and what steps will need to happen for that sale to occur. Also, please let us know when this will be considered by the Board so that we can participate in the discussion.

Thank you for your consideration,



Kyle Mullenix, PE

Beacon™ Woodbury County, IA / Sioux City

Summary

Parcel ID	884714300001
Alternate ID	00000000823275
Property Address	Woodbury
Sec/Twp/Rng	14-88-47
Brief Legal Description	WOODBURY TOWNSHIP NW SW & SW SW 14-88- 47 (Note: Not to be used on legal documents)
Document(s)	N/A
Gross Acres	74.50
Net Acres	74.50
Exempt Acres	0.00
CSR	5006.5
Class	A - Agriculture
Tax District	039 WOODBURY SGT BLUFF LUTON COMM
School District	SGT BLUFF LUTON

Owner

Primary Owner
(Deed Holder)
Woodbury County

Secondary Owner

620 Douglas St
Sioux City, IA 51101-0000

Land

Lot Area 74.50 Acres; 3,245,220 SF

Valuation

	2015	2014	2013	2012	2011
Classification	Agricultural	Agricultural	Agricultural	Agricultural	Agricultural
+ Assessed Land Value	\$226,790	\$226,790	\$235,290	\$154,630	\$154,630
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
+ Exempt Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$226,790	\$226,790	\$235,290	\$154,630	\$154,630
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$226,790	\$226,790	\$235,290	\$154,630	\$154,630

Treasurer Link

[Click here to view tax information for this parcel](#)

No data available for the following modules: Owner, Residential Dwellings, Commercial Buildings, Agricultural Buildings, Yard Extras, Sales, Permits, Valuation (Sioux City), Iowa Land Records, Photos, Sketches.

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

Date: 7/20/2016

Weekly Agenda Date: 7/26/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: K. Schmitz / Supervisor Taylor

WORDING FOR AGENDA ITEM:

Approve Law Enforcement Center Expansion up to \$1.199 Million

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Law Enforcement Expansion Committee has through the course of several months' study looked at every way in order to responsibly and efficiently expand the Law Enforcement Center from the presupposition that there is simply a better way to do business than keeping the dilapidated Prairie Hills open or conversely build a new \$20 million jail subject to an understandably unpopular voter referendum. In order to demonstrate the work that supervisors, law enforcement officials, building services, and outside organizations have done, I created a compendium of over 50 pages of material that has been the product of careful deliberation, hard conversation, creative alternative, and the best architectural and design minds.

BACKGROUND:

The June 22, 2016 schematic rendition shows that this is something that Woodbury County should proceed with in that the capacity of the jail will grow from 234 to 258. CBM is also excited about the utilization of the building into the kitchen and doing so in the Law Enforcement Center through a contract extension. Finally, the movement of the Clerk of Courts will have been fortuitous and this can be examined to help move the Sheriff's Office there which frees up space on the 2nd floor rather. While the original alternative was a 3rd floor recreation area, the Board of Supervisors on May 17 allowed CMBA whom they had hired to re-examine this issue.

The latest plan is the product of careful deliberation from within the Sheriff's Office and it increases jail space in order to help increase capacity and meet some necessary needs such as Attorney-Client visitation rooms. Co-located office space will also allow for supervisory help to be there for lieutenants and sergeants, better classification as some of this will be cell-block construction, etc.

We understand that there are currently concerns with staffing levels for the jail. However, there are several items that I think are important in this discussion. In one sense, the original goal of this endeavor was not to solve all such concerns but could help alleviate this long-range. In a simple overview, if the staff that were relocated from the Work Release, Weekenders, and other Alternative Programs were able to be located to the Law Enforcement Center and the original "J Block" was able to move down, the problem would be helped with 3,566 square feet of space.

The LEC Expansion Committee had each entity represented--Board of Supervisors (M. Monson/J. Taylor), Sheriff's Office, and Building Services wholeheartedly recommend this approach. I believe it a fair characterization to say that the Taxpayers Research Council believes that the closure of a wasteful Prairie Hills and the reinvestment of space into the LEC is a good investment if the longer and better-term solutions of programs such as Weekenders, Work Release, 24/7, the Mental Health Advocate, and critical conversations about who is placed in our jail alleviate the source of the problem. In an overcapacity jail, this not only in my estimation alleviates some of the burden but more importantly, does allow for at least two of these programs to function as we engage in a responsible "all of the above" approach. With a big picture "aerial overview," closing PH and taking the \$1.2 million, buying precious space without building a new jail, and allowing for space for such programs is a huge win for taxpayers.

FINANCIAL IMPACT:

In 10 years' time, Woodbury County will have an efficient, all-under-one-roof Law Enforcement Center with food service, alternative programs, and additional beds which can serve for time to come and will have been nearly exact the amount of money that would have otherwise been spent at Prairie Hills--a building which in 2026 will have more issues to deal with and be underutilized as it is today.

Current Estimate of Probable Cost: \$1,100,038 including comprehensive listing of all items. This includes contingency and other dollars.

Leasing of Personal Property at \$26,000 for 10 years from General Basic: this would not be borrowed for.

The total LEC Expansion Cost would be \$1.3 million and yet, Prairie Hills (with CIP projects) will cost \$1.3 million over 10 years' time.

Additional up to \$0.06 per meal cost of amortized kitchen equipment at a cost of up to \$125,000 paid for over 10 years' time.

Regarding staffing, see the attached statement.

(Background Information Continued....)

- Current Schematic Design Dated June 22, 2016 (for security reasons delivered in person to BOS)
- Estimate of Probable Construction Costs
- LEC Renovations from Budget Analyst with Ahlers Law Firm
- Staffing Response
- Previous Materials from Prior LEC / BOS Meetings

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

Yes No

RECOMMENDATION:

Approve the motion to expend up to \$1.199 million in order to expand the Law Enforcement Center.

ACTION REQUIRED / PROPOSED MOTION:

Approve the motion to expend up to \$1.199 million in order to expand the Law Enforcement Center.

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

Date: 7/28/2016

Weekly Agenda Date: 8/2/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: K. Schmitz / Supervisor Taylor

WORDING FOR AGENDA ITEM:

Approve the Closure of Prairie Hills with Subsequent Move of Kitchen to LEC

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Law Enforcement Expansion Committee has through the course of several months' study looked at every way in order to responsibly and efficiently expand the Law Enforcement Center from the presupposition that there is simply a better way to do business than keeping the dilapidated Prairie Hills open or conversely build a new \$20 million jail subject to an understandably unpopular voter referendum. In order to demonstrate the work that supervisors, law enforcement officials, building services, and outside organizations have done, I created a compendium of over 50 pages of material that has been the product of careful deliberation, hard conversation, creative alternative, and the best architectural and design minds.

BACKGROUND:

It should be noted that there are currently no alternative programs that are truly being utilized here. The kitchen move with CBM should happen as soon as contractual obligations are worked—as we have said and is reason and evidence of our move irrespective of the LEC Expansion—because such a movement just makes good sense. This will put all functions under one roof at the LEC, help replace kitchen equipment, and provide CBM a home base within hundreds of feet rather than the travel and transport expense.

-We have learned that in working out the contract, the ordering of kitchen equipment, and any necessary modifications that the earliest and most aggressive timeline would be December 1 according to Building Services. Additionally, while not housing work release, there are some Clerk of Courts materials, kitchen materials, a weight room, training area, and some storage as well that Building Services would need time to move. Therefore, I would propose that we proceed as follows:

-The motion is to signal the eventual close of Prairie Hills with the goal of turning off the wasteful utilities completely by July 1, 2017.

-This can be accomplished in stages in order to save the most amount of money during this next heating and subsequent cooling season while helping to support law enforcement that currently utilizes this for training purposes.

-The timeline would be contingent upon the following: substantial completion of kitchen renovation to the LEC (hopefully in December), necessary materials being moved from Clerk of Courts and Sheriff's Office to secure and safe locations. The intention would be to valve off the older portion of the building from the newer portion in which during this last heating season, the training and weight room areas could still be utilized. It will not be the intention of Woodbury County to make emergency repairs to the boiler system or domestic hot water system, which would impact this timeline. Additionally, it is the intention not to utilize the chiller for next cooling season past March but to sell it in accordance with all applicable laws.

-There are some functions within Prairie Hills that we should also look to helping repurpose including the training, K-9 area, and weight room. I believe it should be a good faith effort to utilize this time over the next few months to see the most efficient, serviceable, and economical way to meet the needs of the Sheriff's Office in this respect for the long-term. Some nascent ideas have been the construction of a simple building that could house training. Additional ideas can include looking at what Blackhawk County has done in a 70 x 112 ft building, revenue generation through the hosting of law enforcement training, public-private

FINANCIAL IMPACT:

Additional up to \$0.06 per meal cost of amortized kitchen equipment at a cost of up to \$125,000 paid for over 10 years' time.

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

Yes No

RECOMMENDATION:

Approve the closure of Prairie Hills based on several contingencies and move the kitchen currently housed there to the Law Enforcement Center.

ACTION REQUIRED / PROPOSED MOTION:

Approve the closure of Prairie Hills based on several contingencies and move the kitchen currently housed there to the Law Enforcement Center.

Staffing Response

The Board of Supervisors has been a willing partner the last 18 months in adding an overnight lieutenant, gladly and appreciatively accepting the Sheriff's Office reorganization plan, and lifting the cap on Sheriff's Reserve personnel. With that same good faith effort, we believe that we can work diligently over the next 12-18 months to examine increased sources of revenue that might help to address staffing needs, including:

The non-collection of "room and board" fees that is over and above what has not been collected with confidence that this initiative will be re-invigorated.

Monies that by not having to turn away federal inmates (which currently generates \$300-350,000 annually), can be viewed as a stable, increased source of funding. The ability to retain such prisoners to a greater degree can correspond to being reimbursed thereby meeting the needs perhaps with additional staff.

Re-examination of funds that the Sheriff's Office collects which may have gone to the general fund. The Board of Supervisors, from my perspective, does not seek to somehow gain additional revenue but to simply be revenue-neutral to taxpayers and lower the levy in other areas where possible. In short, **increased revenue** is not necessarily looked at to increase the general fund but to fairly when necessary help manage the jail.

Smart-planning, creative, and efficient use of future revenues that by investing will cost taxpayers less in the long-run to include re-examination of medical care delivery, a consultant study that could demonstrably increase staff/space/organizational facility. We believe that the closing of Prairie Hills and the commendable informational items brought by the Sheriff's Office have been in such a spirit. Similarly, our joint lobbying of the Legislature for the "24/7 Program" have been in line with such appreciable efforts.

Prairie Hills currently is underutilized given that the agreement of being in this area with nearby residences was to house only non-violent offenders. Therefore, few staff or programs are there currently. It would be my intention to close this space irrespective of whether or not we can relocate alternative programs (Weekenders, Work Release, etc.) It should be noted as well that the whole point of having alternative programs—and in a place that brings all operations under one roof—maximizes the Sheriff's Office personnel. Weekenders, Work Release, and alternative programs are designed to do so.

I am also excited about the possibility of the Sheriff's Office utilization of creative, efficient planning which could include part-time help, which he can explain better. Perhaps one way of examining this going forward is that the increased collections from, for example, for 4-6 months, coupled with an examination of what has been "lost" when federal prisoners have not been retained.

We also believe that we need to have frank, open-dialogue conversations to include the Sheriff's Office, County Attorney's Office, Clerk of Courts, Judges, and County Board of Supervisors in a way that fosters ways to help. This collaborative communication should not be viewed as criticizing but rather productively looking at ways to maximize the safe and efficient operations that support our criminal justice system.

LEC Expansion Overview and Statements: Chairman Jeremy Taylor Board of Supervisors

The Law Enforcement Expansion Committee has through the course of several months' study looked at every way in order to responsibly and efficiently expand the Law Enforcement Center from the presupposition that there is simply a better way to do business than keeping the dilapidated Prairie Hills open or conversely build a new \$20 million jail subject to an understandably unpopular voter referendum. In order to demonstrate the work that supervisors, law enforcement officials, building services, and outside organizations have done, I created a compendium of over 50 pages of material that has been the product of careful deliberation, hard conversation, creative alternative, and the best architectural and design minds.

- **The first priority is the closure of Prairie Hills** (also known as "The Old County Home"), which at one time was purposed to hold Project Phoenix, the Weekenders' Program, and Work Release. The closure is both a taxpayer and safety concern with an estimated \$1.2 million in tax dollars necessary to maintain common maintenance as conducted by The Baker Group. Utilities cost Woodbury County an exorbitant \$4.28 per square foot (typical buildings average \$1 per square foot), and settling/cement stack issues, piping problems, new boiler/domestic hot water systems in need of replacement, etc.
- The June 22, 2016 schematic rendition shows that this is something that Woodbury County should proceed with in that the capacity of the jail will grow from **234 to 258**. CBM is also excited about the utilization of the building into the kitchen and doing so in the Law Enforcement Center through a contract extension. Finally, the movement of the Clerk of Courts will have been fortuitous and this can be examined to help move the Sheriff's Office there which frees up space on the 2nd floor rather. While the original alternative was a 3rd floor recreation area, the Board of Supervisors on May 17 allowed CMBA whom they had hired to re-examine this issue.
- The latest plan is the product of careful deliberation from within the Sheriff's Office and it increases jail space in order to help increase capacity and meet some necessary needs such as Attorney-Client visitation rooms. Co-located office space will also allow for supervisory help to be there for lieutenants and sergeants, better classification as some of this will be cell-block construction, etc.
- We understand that there are currently concerns with staffing levels for the jail. However, there are several items that I think are important in this discussion. In one sense, the original goal of this endeavor was not to solve all such concerns but could help alleviate this long-range. In a simple overview, if the staff that were relocated from the Work Release, Weekenders, and other Alternative Programs were able to be located to the Law Enforcement Center and the original "J Block" was able to move down, the problem would be helped.

- The Board of Supervisors has been a willing partner the last 18 months in adding an overnight lieutenant, gladly and appreciatively accepting the Sheriff's Office reorganization plan, and lifting the cap on Sheriff's Reserve personnel. With that same good faith effort, we believe that we can work diligently over the next 12-18 months to examine increased sources of revenue that might help to address staffing needs, including:
 - ✓ The non-collection of "room and board" fees that is over and above what has not been collected with confidence that this initiative will be re-invigorated.
 - ✓ Monies that by not having to turn away federal inmates (which currently generates \$300-350,000 annually), can be viewed as a stable, increased source of funding. The ability to retain such prisoners to a greater degree can correspond to being reimbursed thereby meeting the needs perhaps with additional staff.
 - ✓ Re-examination of funds that the Sheriff's Office collects which may have gone to the general fund. The Board of Supervisors, from my perspective, does not seek to somehow gain additional revenue but to simply be revenue-neutral to taxpayers and lower the levy in other areas where possible. In short, increased revenue is not necessarily looked at to increase the general fund but to fairly when necessary help manage the jail.
 - ✓ Smart-planning, creative, and efficient use of future revenues that by investing will cost taxpayers less in the long-run to include re-examination of medical care delivery, a consultant study that could demonstrably increase staff/space/organizational facility. We believe that the closing of Prairie Hills and the commendable informational items brought by the Sheriff's Office have been in such a spirit. Similarly, our joint lobbying of the Legislature for the "24/7 Program" have been in line with such appreciable efforts.
 - ✓ Prairie Hills currently is underutilized given that the agreement of being in this area with nearby residences was to house only non-violent offenders. Therefore, few staff or programs are there currently. It would be my intention to close this space irrespective of whether or not we can relocate alternative programs (Weekenders, Work Release, etc.) It should be noted as well that the whole point of having alternative programs—and in a place that brings all operations under one roof—maximizes the Sheriff's Office personnel. Weekenders, Work Release, and alternative programs are designed to do so.
 - ✓ We also believe that we need to have frank, open-dialogue conversations to include the Sheriff's Office, County Attorney's Office, Clerk of Courts, Judges, and County Board of Supervisors in a way that fosters ways to help. This collaborative communication should not be viewed as criticizing but rather productively looking at ways to maximize the safe and efficient operations that support our criminal justice system.

Regarding the closure of Prairie Hills

It should be noted that there are currently no alternative programs that are truly being utilized here. The kitchen move with CBM should happen as soon as contractual obligations are worked—as we have said and is reason and evidence of our move irrespective of the LEC Expansion—because such a movement just makes good sense. This will put all functions under one roof at the LEC, help replace kitchen equipment, and provide CBM a home base within hundreds of feet rather than the travel and transport.

We have learned that in working out the contract, the ordering of kitchen equipment, and any necessary modifications that the earliest and most aggressive timeline would be December 1 according to Building Services . Additionally, while not housing work release, there are some Clerk of Courts materials, kitchen materials, a weight room, training area, and some storage as well that Building Services would need time to move. Therefore, I would propose that we proceed as follows:

The motion is to signal the eventual close of Prairie Hills with further denied access given the safety/security issues coupled with turning off the wasteful utilities completely by July 1, 2017. This can be accomplished in stages in order to save the most amount of money during this next heating and subsequent cooling season.

The timeline would be contingent upon the following: substantial completion of kitchen renovation to the LEC (hopefully in December), necessary materials being moved from Clerk of Courts and Sheriff's Office to secure and safe locations until which time heat would be expended for preservation of equipment. It will not be the intention of Woodbury County to make emergency repairs to the boiler system or domestic hot water system, which would impact this timeline. However, beyond heat for freeze protection, it is the intention **not** to utilize the chiller for next cooling season past March but to sell it.

There are some functions within Prairie Hills that we should also look to helping repurpose including the conference room (LEC Training Room can be updated toward this purpose); K-9 training area and weight room. I believe it should be a good faith effort to utilize this time over the next few months to see the most efficient, serviceable, and economical way to meet the needs of the Sheriff's Office in this respect for the long-term. Some nascent ideas have been the construction of a simple building that could house this with a combination perhaps of public-private funding.

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

Date: 1/11/2017

Weekly Agenda Date: 1/17/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Taylor

WORDING FOR AGENDA ITEM:

Cost-Savings and Efficiency Approach to Planning & Zoning / Economic Development Departments

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Woodbury County may see significant cost savings in going from 4 to 3 personnel in Planning & Zoning as well as in Rural Economic Development. Included in the background will be a breakdown of current salaries and benefits as well as a cursory overview from the Human Resources Department as to how other counties staff both functions.

BACKGROUND:

In the end of the year report, I wrote..."Creative reorganizations concerning departments must continually be assessed and reassessed. Having been liaison to Economic Development and Planning & Zoning, there appears to be potential here. One approach would be to examine whether a single director can lead both departments as research across 20 counties shows that Woodbury County is the exception rather than the rule in having not only two different leaders in each position but also a secretarial position for each director. In looking at a 3-person department, perhaps an Economic and Community Development Coordinator, a Planning and Zoning Assistance Officer, and a combined Clerk position accomplishes synergistically much more and has real potential to help assist with more efficient services while doing so in a leaner, equally responsive way." The following steps have been taken:

- A. Informed directors individually in one-on-one meetings of the potential reorganization.
- B. Had P&Z Director discuss potential with affected clerks.
- C. Sent an e-mail discussing an overview concerning this department, Juvenile Detention, and County Assessor merger.
- D. Put the above item in an end-of-the-year 2016 Board Chair report.
- E. Present as an information item tonight.

FINANCIAL IMPACT:

Cost savings estimates follow from our Budget Analyst.

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

Yes No

RECOMMENDATION:

Receive the information to be brought back as action by the first week of February. Enough anecdotal information has been gathered concerning the merger of the clerks position. Going forward, cross-training should begin for FY18 transition. Discussions and information-gathering from the HR Director, Chairman Ung, and Supervisor Taylor can begin to look at feasibility, transition, and potential job descriptions with an ultimate recommendation surfacing on whether the directorship merger and an added assistance officer (P&Z) can effectively deliver efficient services while saving tax dollars.

ACTION REQUIRED / PROPOSED MOTION:

See above.

Chairman's Report – January 17, 2017

U.S. Flag on Courthouse

During the recent storm over Christmas, the courthouse flag pole cable broke. Building Services does not currently have a means of repairing it, and is investigating a vendor or crane rental to complete the repair. The pole is approximately 60' high above the 8th floor.

WCICC meeting

Per IT Director Malloy:

- Replacement laptops for board members have shipped out.
- A wireless upgrade means smartphones, laptops, and tablets accessing the county system require network credentials (more secure).
- SPAM numbers for December 2016: 538,992 emails attempted delivery to our Network. 296,431 were blocked as SPAM, 19,212 were blocked as Virus-laden, 10,289 were quarantined and 2,246 were tagged and delivered, but marked "BULK" (likely SPAM).

SIMPCO Board of Directors meeting

- SRTS Dispatch and Operations Manager pay ranges were increased \$2 as recommended by the finance committee, in order to lessen a substantial pay gap and to ensure the positions are staffed.
- Chair Jon Winkel is requesting all committees (~15) be reauthorized to remain active, and their memberships ratified by the SIMPCO board, all in agreement.
- Because some rural communities in Woodbury County are dues-paying members of SIMPCO, I asked the executive director if she would be willing to attend our rural town hall meetings in the future and stand ready to assist said communities with their questions or service proposals. She as well as other SIMPCO members agreed it would be a great idea. I believe this will be a very timely supplement to our town hall meetings post-FY18 budget certification, especially given the fact that the county-funded comprehensive plans by Simmering-Cory will be completed this year.

U.S. 20 Corridor Association meeting

- The detour between Early and Galva has not been in effect since December 9, 2016, but will be in place again Spring 2017 when construction activities resume.
- The association plans a "spectacular" event for the final ribbon cutting at the end of 2018.

2017 Des Moines Legislative Day (Siouxland Chamber)

I will not be able to participate, but other supervisors are reminded that this one-day event of meetings with state legislators in Des Moines is organized by the Siouxland Chamber and will take place January 25. The cost of participation is \$35. You must email Sam Wagner at swagner@siouxlandchamber.com if you would like to ride on the chartered bus, which requires you meet in the Long Lines Family Rec Center parking lot by 6:15 a.m. The group is scheduled to leave Des Moines for Sioux City at 4:15 p.m. Rural Economic Development Director David Gleiser may be going.

Budget Hearing for January 24th

The budget hearing for January 24th will take place *after* the regular 4:30 p.m. agenda rather than before, because the Sioux Rivers Region meeting (affecting Supervisors Taylor and Radig) is set for 1:30 p.m. in Le Mars.

Morningside College, the Gilchrist Foundation,
Humanities Iowa, and the National Endowment
for the Humanities present

The Spring 2017 Dimmitt Fellow
LORENZO SANDOVAL

Speaking on

“Growing Up Latino in Iowa”

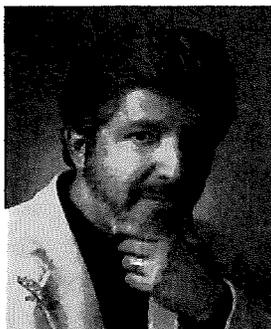
Thursday, January 19, 2017 • 7 p.m.

UPS Auditorium, Lincoln Center

3627 Peters Avenue, Morningside College

A light reception will follow.

This event is free and open to the public.



The Spring 2017
Dimmitt Fellow
Lorenzo Sandoval

Theatre professional, writer, non-profit
entrepreneur, teacher, and executive
director of the Iowa Shakespeare
Experience, Morningside alumnus
Lorenzo Sandoval returns to the college
this spring for a semester-long residency.

He will teach, meet with students and faculty, and engage with the
Siouxland community. Lorenzo, who earned an MFA in playwriting
from the University of Iowa, has written over thirty plays and acted
in or directed many plays and films, as well as hosting the Insight
Iowa program on IPTV. Lorenzo has served many state-wide agencies
dedicated to human rights, the arts and humanities, and supporting
Latino citizens. He won the Governor's Award for Volunteerism and
has been honored by the League of United Latin American Citizens
as Man of the Year.



Academic Affairs
1501 Morningside Avenue
Sioux City, Iowa 51106

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Sioux City IA 51101-1248



*The Morningside College experience cultivates a passion for life-long
learning and a dedication to ethical leadership and civic responsibility.*

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

<u>DATE</u>	<u>Day</u>	<u>DAILY TOTAL</u>	<u>LEC</u>	<u>ELECTRONIC MONITORING</u>	<u>PRAIRIE HILLS</u>	<u>FEDERAL PRISONERS</u>
1/7/17	Saturday	208	191	17	0	13
1/8/17	Sunday	204	187	17	0	13
1/9/17	Monday	205	188	17	0	13
1/10/17	Tuesday	212	195	17	0	14
1/11/17	Wednesday	216	199	17	0	18
1/12/17	Thursday	218	204	14	0	16
1/13/17	Friday	204	191	13	0	13
		1467	1355	112	0	100
<u>24 HOUR DAILY COUNT</u>						
<u>DATE</u>	<u>TOTAL</u>	<u>MALE</u>	<u>FEMALE</u>			
1/7/17	221	178	43			
1/8/17	220	181	39			
1/9/17	215	180	35			
1/10/17	223	187	36			
1/11/17	230	191	39			
1/12/17	241	200	41			
1/13/17	231	188	43			
	1581	1305	276			
*Highest population count each day						

WOODBURY COUNTY JUVENILE DETENTION CENTER

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

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

6:00 a.m.

6:00 p.m.

January, 2017

January 2, 2017

10

January 3, 2017

10

10

January 4, 2017

10

10

January 5, 2017

10

10

January 6, 2017

10

10

January 7, 2017

10

10

January 8, 2017

10

10

January 9, 2017

10

The Center averaged 10 youth per day during the 6:00 a.m. head count and 10 during the 6:00 p.m. count for a weekly average of 10 youths per day.

Of the ten youths being detained on January 9, 2017, five or fifty percent were identified as gang members. Of the five three or sixty percent were involved in serious crimes against a person's safety.

We are currently zero juveniles from the BIA and five juveniles on adult charges.

Mark Olsen

**Director
WCJDC**

January 9, 2017