



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
(NOVEMBER 6, 2018) (WEEK 44 OF 2018)**

Live streaming at:  
<https://www.youtube.com/user/woodburycountyiowa>

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

Rocky L. De Witt 253-0421 <a href="mailto:rdewitt@woodburycountyiowa.gov">rdewitt@woodburycountyiowa.gov</a>	Marty J. Pottebaum 251-1799 <a href="mailto:mpottebaum@woodburycountyiowa.gov">mpottebaum@woodburycountyiowa.gov</a>	Keith W. Radig 560-6542 <a href="mailto:kradig@woodburycountyiowa.gov">kradig@woodburycountyiowa.gov</a>	Jeremy J. Taylor 259-7910 <a href="mailto:jtaylor@woodburycountyiowa.gov">jtaylor@woodburycountyiowa.gov</a>	Matthew A. Ung 490-7852 <a href="mailto:matthewung@woodburycountyiowa.gov">matthewung@woodburycountyiowa.gov</a>
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held November 6, 2018 at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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, your remarks may be limited 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 silence cell phones and other devices while in the Board Chambers.

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## **AGENDA**

**4:30 p.m.** Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

- |                           |             |
|---------------------------|-------------|
| 1. Citizen Concerns       | Information |
| 2. Approval of the agenda | Action      |

### **Consent Agenda**

**Items 3 through 5 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.**

3. Approval of the minutes of the October 30, 2018 meeting
4. Approval of claims
5. Human Resources – Melissa Thomas
  - a. Approval of Memorandum of Personnel Transactions
  - b. Authorization to Initiate Hiring Process

**End Consent Agenda**

6. Human Resources – Melissa Thomas
  - a. Authorize Chairman to sign the Cross-Designated Employment Agreement Pursuant to the Midwest HIDTA (High Intensity Drug Trafficking Areas) program Action
  
7. County Attorney – PJ Jennings
  - a. Approval of Tax Abatement Via Redemption for the Crisis Stabilization Center - 4038 Division St. – Parcel #894710401001 for 2016 Assessment Year Action
  - b. Approval of Tax Abatement for the Crisis Stabilization Center – 4038 Division St. – Parcel #894710401001 for 2017 Assessment Year Action
  
8. Emergency Services – Gary Brown
 

Approve and authorize the chairperson to sign the Medical Examiners Transport Agreement with Sioux City Fire Department Action
  
9. Secondary Roads – Mark Nahra
  - a. Approval to set the first public hearing for a rewrite of the compression brake use ordinance for November 27, 2018 at 4:45 p.m. Action
  - b. Consider approval of contract and bond for project number BROS-CO97(133)--5F-97 Action
  
10. Building Services – Kenny Schmitz
  - a. Approval of contract with Global Engineering & Construction Inc. for the Dorothy Pecaut Center HVAC and Roof Improvement Project Action
  - b. Prairie Hills Training Center – Floor Scrubbing Equipment Action
  
11. Board of Supervisors – Keith Radig
 

Approval of resolution to accept Lyon County to Sioux Rivers Mental Health Region Action
  
12. Reports on Committee Meetings Information
  
13. Citizen Concerns Information
  
14. Board Concerns Information

## ADJOURNMENT

*Subject to Additions/Deletions*

## CALENDAR OF EVENTS

- TUESDAY, NOV. 6**    **4:45 p.m.**    Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., NOV. 7**        **9:00 a.m.**    Loess Hills Alliance Protection Committee Meeting, Pisgah, Iowa
- 10:30 a.m.**    Loess Hills Alliance Stewardship Meeting
- 12:00 p.m.**    District Board of Health Meeting, 1014 Nebraska St.
- 1:00 p.m.**    Loess Hills Alliance Executive Meeting
- THUR., NOV. 8**        **4:00 p.m.**    Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., NOV. 14**       **8:05 a.m.**    Woodbury County Information Communication Commission, First Floor Boardroom
- 6:30 p.m.**    Woodbury County Solid Waste Agency (Sanitary Landfill) Executive Committee Meeting, Public Safety Center, Climbing Hill
- 7:30 p.m.**    911 Service Board Meeting, Public Safety Center, Climbing Hill
- 8:00 p.m.**    County's Mayor Association Meeting, Public Safety Center, Climbing Hill
- THUR., NOV. 15**      **4:30 p.m.**    Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- WED., NOV. 21**      **10:00 a.m.**    Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
- 12:00 p.m.**    Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- TUES., NOV. 27**      **1:00 p.m.**    Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
- 6:00 p.m.**    Zoning Commission Meeting, First Floor Boardroom
- THUR., NOV. 29**      **11:00 a.m.**    Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.
- MON., DEC. 3**        **6:00 p.m.**    Board of Adjustment meeting, First Floor Boardroom
- TUES., DEC. 4**        **4:45 p.m.**    Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., DEC. 5**        **9:00 a.m.**    Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
- 10:30 a.m.**    Loess Hills Alliance Executive Meeting
- 12:00 p.m.**    District Board of Health Meeting, 1014 Nebraska St.
- 1:00 p.m.**    Loess Hills Alliance Full Board Meeting, Pisgah, Iowa

**The following Boards/Commission have vacancies:** Commission to Assess Damages - Category A, Category B, Category C and Category D, Civil Service Commission

**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.*

**OCTOBER 30, 2018, FORTY-THIRD MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, October 30, 2018 at 3:30 p.m. Board members present were Ung, De Witt, Radig, Taylor, and Pottebaum. Staff members present were Dennis Butler, Budget/Tax Analyst, Karen James, Board Administrative Assistant, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Resources Director, and Patrick Gill, Auditor/Clerk to the Board.

1. Motion by De Witt second by Taylor to go into closed session per Iowa Code Section 21.5(c). Carried 4-0 on roll-call vote; Radig was absent.

Motion by Taylor second by Pottebaum to go out of closed session per Iowa Code Section 21.5(c). Carried 4-0 on roll-call vote; Radig was absent.

Motion by Taylor second by Pottebaum to approve the recommendation of the attorney as discussed in the previous executive session. Carried 4-0; Radig was absent.

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

2. There were no citizen concerns.

3. Motion by De Witt second by Radig to approve the agenda for October 30, 2018. Carried 5-0. Copy filed.

Motion by De Witt second by Radig to approve the following items by consent:

4. To approve minutes of the October 23, 2018 meeting. Copy filed.
5. To approve the claims totaling \$352,133.66. Copy filed.
- 6a. To approve the separation of Brian Jacobsen, Sheriff Reserve Officer, County Sheriff Dept., effective 10-23-18. Resignation.; the reclassification of Rachael Edmundson, Asst. County Attorney, County Attorney Dept., effective 11-09-18, \$89,121.00/year, 3.6%=\$3,106/year. Per AFSCME Asst. County Attorney Contract agreement, from Step 9 to Step 10.; the reclassification of Deborah McDermott, Clerk II, County Treasurer Dept., effective 11-11-18, \$17.19/hour, 4.6%=\$.76/hour. Per AFSCME Courthouse Contract agreement, from Grade 3/Step 1 to Grade 3/Step 2.; the separation of Todd Trobaugh, % Deputy-Lieutenant, County Sheriff Dept., effective 12-01-18. Resignation.; and the separation of Sue O'Meara, Election Clerk II, County Auditor Dept., effective 12-31-18. Retirement. Copy filed.
- 6b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Election Clerk II, County Auditor Dept. AFSCME Courthouse: \$16.43/hour.; and (2) Temporary Equipment Operators, Secondary Roads Dept. Wage Plan: \$22.85/hour. Copy filed.
- 6c. To approve the request of Sue O'Meara to remain on County Dental Insurance. Copy filed.

Carried 5-0.

7. A certificate of award for the donation of blood was presented to Dawn Norton. Copy filed.
- 10a. Motion by Radig second by Taylor to award the bridge replacement contract to Dixon Construction for \$567,393.30. Carried 5-0. Copy filed.
- 10b. Bid letting was held for Project #L-B(U51)—73-97. The bids are as follows:

Graves Const., Spencer, IA	\$475,343.66
Dixon Const., Correctionville, IA	\$483,812.40
Christensen Bros, Cherokee, IA	\$616,882.90

Motion by Radig second by Taylor to award the bid to Graves Const. for \$475,343.06. Carried 5-0. Copy filed.

8. A public hearing was held at 4:40 p.m. for first reading of the ordinance to designate that portion of county highways upon which All-Terrain Vehicles and Utility Vehicles may be operated during a specified period, to specify said period and to establish regulations regarding such operation.

Don Groves, Bronson, spoke in favor of the proposed ordinance and present petitions to the Board.

Motion by Radig second by De Witt receive a petition in favor of a proposed ordinance. Carried 5-0.

Dennis Taylor, Sioux City and Marv Harrison, Lawton, also spoke in favor of the proposed ordinance.

Motion by Taylor second by Radig to close the public hearing. Carried 5-0. Copy filed.

Motion by Taylor second by De Witt to approve first reading of the ordinance to designate that portion of county highways upon which All-Terrain Vehicles and Utility Vehicles may be operated during a specified period, to specify said period and to establish regulations regarding such operation. Carried 5-0.

9. Motion by Radig second by De Witt to receive bids for the Dorothy Pecaut Nature Center HVAC & Roof improvement project as reported by Kenny Schmitz, Building Services Director. Carried 5-0. Copy filed.
11. Board Chairman Rocky De Witt updated on the closed captioning and live streaming of county meetings.
12. The Board heard reports on committee meetings.
13. Patty Erickson-Puttman, presented documentation to the Board regarding the funding of mental health services to the Board.  
  
Motion by Radig second by De Witt to receive the documentation. Carried 5-0. Copy filed.
14. Board concerns were heard.

The Board adjourned the regular meeting until November 6, 2018.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: November 6, 2018

\* PERSONNEL ACTION CODE:

- A- Appointment
- T - Transfer
- P - Promotion
- D - Demotion
- R-Reclassification
- E- End of Probation
- S - Separation
- O - Other

TO: **WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Greenwood, Patrick	County Attorney	11-13-18	Attorney-HIDTA Grant	\$61,218/year		A	Job Vacancy Posted 5-7-18.
Wiig, Kyle	County Sheriff	11-19-18	Civilian Jailer	\$23.15/hour	15%=\$3.09/hr	R	Per CWA Civilian Officers Contract agreement, from Class 2 to Senior Class due to 4 years employment and Bachelor's Degree.
Malloy, Michael	Secondary Roads	12-03-18	Motor Grader Operator			S	Retirement.

APPROVED BY BOARD DATE: \_\_\_\_\_

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas HR Director

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

**TO:** Board of Supervisors and the Taxpayers of Woodbury County  
**FROM:** Melissa Thomas, Human Resources Director  
**SUBJECT:** Memorandum of Personnel Transactions  
**DATE:** November 6, 2018

For the November 6, 2018 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1. County Attorney – HIDTA Grant, Appointment.
2. County Sheriff Civilian Jailer, from Class 2 to Senior Class due to 4 years employment and Bachelor's Degree.
3. Secondary Roads Motor Grader Operator, Retirement.

Thank you

HUMAN RESOURCES DEPARTMENT  
WOODBURY COUNTY, IOWA

DATE: November 6, 2018

**AUTHORIZATION TO INITIATE HIRING PROCESS**

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Secondary Roads	Motor Grader Operator	CWA Secondary Roads: \$23.15/hour		
	*Please see attached memo.			

\_\_\_\_\_  
Chairman, Board of Supervisors



# Woodbury County Secondary Roads Department

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

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

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

SECRETARY  
Tish Brice  
tbrice@sioux-city.org

To: Board of Supervisors  
Human Resources Department

From: Mark Nahra, Woodbury County Engineer

Date: October 29, 2018

Subject: Hornick District Staff Level – Michael Malloy retirement

With the impending retirement of Michael Malloy, a motor grader operator position will be vacant in our District 5 unit at Hornick. This will leave the district shorthanded if the vacancy is not filled. With winter coming on, I would like to start the hiring process immediately to minimize the time we will be shorthanded for snow removal in this district.

**RECOMMENDATION:** It is my recommendation that we fill the vacant motor grader operator position created by the retirement of Michael Malloy at Hornick immediately. Thank you for your attention.

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

Date: 10/31/2018 Weekly Agenda Date: 11/06/2018

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Melissa Thomas

**WORDING FOR AGENDA ITEM:**

Authorize the Chairman to sign the Cross-Designated Employment Agreement Pursuant to the Midwest HIDTA (High Intensity Drug Trafficking Areas) program.

**ACTION REQUIRED:**

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Public Hearing
- Other: Informational
- Attachments

**EXECUTIVE SUMMARY:**

Authorize the Chairman to sign the Cross-Designated Employment Agreement Pursuant to the Midwest HIDTA (High Intensity Drug Trafficking Areas) program.

**BACKGROUND:**

This is an employment agreement between Mr. Patrick Greenwood, the U.S. and Woodbury County. Similar agreements have been executed for each previous HIDTA attorney, Mikala Steenoldt and Ajay Alexander, which were hired in the past.

**FINANCIAL IMPACT:**

Zero, this is a U.S. funded position

**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

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the signing of the HIDTA attorney employment agreement.

**CROSS-DESIGNATED EMPLOYMENT AGREEMENT  
PURSUANT TO THE MIDWEST HIDTA (HIGH INTENSITY DRUG TRAFFICKING AREAS) PROGRAM**

This Agreement entered into this 13<sup>th</sup> day of November 2018, between Woodbury County, Iowa and the Woodbury County Attorney (hereinafter referred to as "County"), the United States Attorney's Office for the Northern District of Iowa (hereinafter referred to as "U.S."), and Patrick Greenwood, an attorney licensed in the State of Iowa and duly appointed by the United States Attorney's Office as a Special Assistant U.S. Attorney (hereinafter referred to as "Greenwood") pursuant to the Midwest High Intensity Drug Trafficking Areas (HIDTA). The Midwest HIDTA Special Assistant United States Attorney (SAUSA) Initiative is designed to enhance the resources of the U.S. Attorney's office to ensure that additional methamphetamine and other drug related cases are aggressively prosecuted at the federal or state level. The Midwest HIDTA funded SAUSA under this agreement will be cross-designated to assist state prosecutors (County) in addition to the U.S.

**WITNESSETH, IN CONSIDERATION** of the mutual undertakings and agreements hereinafter set forth, County, U.S., and Greenwood, contingent upon funding from the Midwest HIDTA program, agree as follows:

**I. GREENWOOD AGREES TO:**

**A. Services.** Provide to the U. S. Attorney's Office, on a full-time basis, his/her services, as a competent, licensed attorney to serve as an Assistant Woodbury County Attorney and a Special Assistant United States Attorney for the Northern District of Iowa and as such, assist the U.S. Attorney's Office in aggressively prosecuting methamphetamine and other drug-related cases and perform other duties as may be designated by U.S. in fulfilling its duties and responsibilities pursuant to the terms of the HIDTA program.

**B. Resignation.** Greenwood shall notify the County and his immediate supervisor at the U.S. Attorney's Office at least thirty (30) days prior to the desired date of resignation.

**C. At Will Employee.** Greenwood hereby agrees that his appointment and employment as an Assistant Woodbury County Attorney and as a Special Assistant United States Attorney for the Northern District of Iowa are at will and such appointments and employment may be terminated at any time by the County or U.S. without cause. The foregoing shall apply and prevail notwithstanding any other policies or practices, written or verbal, of County or U.S. to the contrary.

**II. U.S. AGREES TO:**

**A. Performance Reviews.** The immediate supervisor of Greenwood at the U.S. Attorney's Office will conduct annual performance appraisals based upon a comparison of job performance and job expectations as set forth by U.S. Performance appraisals must be completed during March 1 - May 31 of each-fiscal year and a copy provided to County by May 31. Greenwood shall not participate in any County merit pay plan and performance appraisals of Greenwood shall not be the basis for a salary increase under any County merit pay plan.

**B. Administrative Assistance.** Provide the necessary administrative assistance, including but not limited to, office space, office equipment, support staff, and supplies, to SAUSA as may be necessary to allow Greenwood to perform his duties as designated by U.S. Attorney's Office. U.S. shall absorb all costs related thereto.

**C. Reimbursement to County.** The Midwest HIDTA Northern Iowa SAUSA Initiative falls under the direction of the United States Attorney. These programs are responsible for reimbursing the County for all expenses related to the employment of Greenwood, including salary, benefits and other expenses. Reimbursement is processed through the funds assigned to the HIDTA specifically for the SAUSA Initiatives. The County shall submit application for reimbursement to the U.S. for all funds paid to Greenwood in the form of salary, benefits, and other expenses on a monthly basis. Upon review the U.S. will forward the approved applications to the appropriate entities for reimbursement to be paid by the appropriate entities directly to the County. The County shall provide necessary accounting information directly to HIDTA program staff for the appropriate reimbursement through direct deposit.

### III. COUNTY AGREES TO:

**A. Salary.** Pay to Greenwood for services provided as set forth in Section I(A) of this Agreement and as designated by U.S., an annual salary of \$61,218. Said salary may be increased during the term of this Agreement at the sole discretion of U.S. The Midwest HIDTA Northern Iowa SAUSA Initiative falls under the direction of the United States Attorney. These programs are responsible for reimbursing the County for all expenses related to the employment of Greenwood, including salary, benefits and other expenses. Reimbursement is processed through the funds assigned to the HIDTA Program, specifically for the SAUSA initiatives. The County shall submit application for reimbursement to the U.S. for all funds paid to Greenwood in the form of salary, benefits, and other expenses on a monthly basis. Upon review, the U.S. will forward the approved applications to the appropriate entities for reimbursement to be paid by the appropriate entities directly to the County. The County shall provide necessary accounting information directly to HIDTA program staff for the appropriate reimbursement through direct deposit.

**B. Benefits.** For purposes of this Agreement, Greenwood shall at all times be designated a full-time employee of Woodbury County, Iowa as defined by Chapter 20 of the Code of Iowa, and as an employee of County, shall be entitled to the following County benefits of employment:

**1. Paid Leave Policy.** The Paid Leave Policy combines the benefits of paid sick leave, vacation and personal days. The Paid Leave Policy is comprised of (1) accrued Sick Days and (2) Long Term Disability for Illness/Injury Leave. Greenwood's vacation and personal leave accumulation at the time of implementation of the Policy will be as set forth in the County's Policies and Procedures for Management, Attorneys and Confidential Personnel, dated July 1, 2016 - June 30, 2020, Paid Leave Policy Section, Pages 11-17, and by this reference incorporated herein as if set forth verbatim herein. This policy does not supersede any federal laws including the Family and Medical Leave Act (FMLA). See, Family and Medical Leave Act section as set forth in the County's Policies and Procedures for Management, Attorneys and Confidential Personnel, dated July 1, 2016 - June 30, 2020, Family and Medical Leave Act. Pages 11-17, and by this reference incorporated herein as if set forth verbatim herein.

**2. Holidays.** There shall be eleven (11) regular paid holidays each calendar year. The parties agree that the days Greenwood utilizes as the paid holidays shall be adjusted to coincide with the legal holidays observed by the U.S. Attorney's Office.

**3. Other Leave.** Greenwood shall be entitled to the Family and Medical Leave Act, Military Leave, Court and Jury Leave, Bereavement Leave, Professional Leave and On-the-job Injuries Leave benefits provided to County employees as set forth in the County's Policies and Procedures for Management, Attorneys and Confidential Personnel, dated July 1, 2016 - June

30, 2020, Pages 13-14, and by this reference incorporated herein as if set forth verbatim herein.

4. **Group Insurance.** Greenwood shall be offered the County's group health, dental and life insurance policies as set forth in the Group Insurance section of the County's Policies and Procedures for Management, Attorneys and Confidential Personnel, dated July 1, 2016 - June 30, 2020, Pages 11-17, and by this reference incorporated herein as if set forth verbatim herein.

#### IV. ADMINISTRATION:

U.S. shall defend, save harmless and indemnify County, its elected officials, employees, and agents against any and all claims or demands, for, or in connection with, any accident, injury, death or damage, whatsoever, caused to any person or property arising, directly or indirectly, out of Greenwood's acts or omissions, undertaken in the performance of this Agreement. This agreement to defend, save harmless, and indemnify shall apply whether or not County and/or U.S. is a party to the action and shall include, but not be limited to, cases arising under Title 42 United States Code Section 1983.

This Agreement, as set forth in Sections I through VI herein, constitutes the entire agreement amongst County, U.S. and Greenwood concerning Greenwood's appointment and employment as an Assistant Woodbury County Attorney and appointment as a Special Assistant United States Attorney for the Northern District of Iowa. Representations made by anyone on behalf of County or U.S., and any policies or practices of County or U.S., verbal or written, are not binding. No party has relied upon any such representations, policies or practices in entering into this Agreement. Any change or alteration to the terms of this Agreement must be in the form of an addendum to the Agreement. Said addendum shall be effective only upon written approval of County and U.S.

It is the policy of the U.S. Attorney's Office and County to achieve a drug-free workplace that Greenwood shall be required to pass a drug test to screen for illegal drug use prior to final appointment. Employment is contingent upon the satisfactory completion of a background investigation by the U.S. Attorney's Office.

The parties agree that Greenwood shall exercise no authority as an Assistant Woodbury County Attorney, independent of his authority as a Special Assistant United States Attorney of the Northern District of Iowa, including but not limited to initiation of state criminal prosecutions, without the express consent of the Woodbury County Attorney.

#### V. TERM OF THIS AGREEMENT:

1 This Agreement shall commence on/about 11-13-18, and shall be in effect until on/about 11-13-20, unless terminated earlier by any party to this Agreement.

2. This Agreement shall terminate of its own accord and without further notice should Greenwood no longer occupy the position of Special Assistant U.S. Attorney or Assistant Woodbury County Attorney for any reason.

3. If County fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue employment pursuant to the terms of this agreement, County may submit written notice to U.S. and Greenwood seeking termination of this agreement. The County shall provide U.S. and Greenwood with notice not less than thirty (30) days prior to the date of termination, and shall include a written statement documenting the reason for termination and including a document certifying the non-availability of funds

**VI. EFFECTIVE DATE:**

This Agreement shall be effective upon its execution by the parties, retroactive to the commencement of the Agreement term as provided herein.

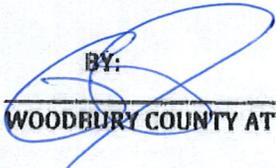
IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the dates below indicated.

**WOODBURY COUNTY, IOWA**

BY: \_\_\_\_\_

CHAIRPERSON, WOODBURY  
COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Date

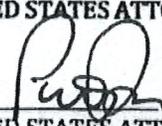
BY: 

\_\_\_\_\_  
WOODBURY COUNTY ATTORNEY

\_\_\_\_\_  
Date

*10-31-18*

**UNITED STATES ATTORNEY FOR THE NORTHERN DISTRICT OF IOWA**

BY: 

\_\_\_\_\_  
UNITED STATES ATTORNEY Date

*6/10/18*

BY: 

\_\_\_\_\_  
PATRICK GREENWOOD

\_\_\_\_\_  
Date

*05 OCT 2018*

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

#7

Date: 11/2/18 Weekly Agenda Date: 11/6/18

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** PJ Jennings, County Attorney

**WORDING FOR AGENDA ITEM:**

- 1. Approval of Tax Abatement Via Redemption for the Crisis Stabilization Center - 4038 Division St. - Parcel #894710401001 for 2016 Assessment Year
- 2. Approval of Tax Abatement for the Crisis Stabilization Center - 4038 Division St. - Parcel #894710401001 for 2017 Assessment Year

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Sioux Rivers Region (SRR) requests a tax abatement for 4038 Division St. for the Crisis Stabilization Center. The letter from SRR is attached.

**BACKGROUND:**

SRR purchased the property in 2015. An application for tax exemption was filed with the City Assessor on June 1, 2018. The tax exemption as a governmental entity has been granted by the Assessor and will be effective starting with the 2019 assessment. The 2016 tax assessment was purchased at tax sale in June 2018. The 2017 assessment (payable fall 2018, spring 2019) remains outstanding.

**FINANCIAL IMPACT:**

2016 assessment: \$16,130 + interest and fees of \$3589 = \$19,719  
2017 assessment: \$16,228

**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:**

Sioux Rivers Region is comprised of Sioux, Plymouth and Woodbury counties. As property jointly held by the three counties via 28E agreement, it is tax exempt under Iowa Code Section 427.1. The abatement should be approved contingent upon SRR paying the interest and fees due.

Note: the 2018 assessment will have to be abated once it is levied in 2019

**ACTION REQUIRED / PROPOSED MOTION:**

- 1. Motion to Approve Tax Abatement Via Redemption for the Crisis Stabilization Center - 4038 Division St. (Parcel #894710401001) for 2016 Assessment Year contingent on Sioux Rivers Region paying interest and fees for the redemption
- 2. Motion to Approve Tax Abatement for the Crisis Stabilization Center - 4038 Division St. (Parcel #894710401001) for 2017 Assessment Year



Mr. Rocky De Witt, Chairman  
Woodbury County Board of Supervisors  
620 Douglas – Room 104  
Sioux City, IA 51104

Dear Chairman De Witt;

Sioux Rivers Regional Mental Health and Disabilities Services, a 28E organization serving Sioux, Plymouth and Woodbury County, is formally requesting a tax abatement on the property located at 4038 Division Street.

The facility, known as the Sioux Rivers Assessment and Stabilization Center, provides mental health services to individuals experiencing a crisis or requiring stabilization enabling individuals to return to and remain in their communities.

The parcel number is 8947-10-4-1-001 and appropriate paperwork requesting the abatement has been filed with the Sioux City Assessor's Office.

If additional information is required, please let me know and the Region will provide any/all information necessary.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Mark Loutsch".

Mark Loutsch, Chairman  
Sioux Rivers Regional Mental Health & Disabilities Services

pep/ml



# Application for Property Tax Exemption for Certain Nonprofit and Charitable Organizations

Iowa Code Section 427.1(14)

This application must be filed or mailed to your city or county assessor by February 1. It must be postmarked no later than February 1. Iowa assessors' addresses can be found at the Iowa State Association of Assessors Web site.

Applicant Contact Information	
PLEASE PRINT	
Name:	<u>PATY ERICKSON-PUTMANN</u>
Phone Number:	<u>279-6459</u> eMail: <u>perickson@woodburycountyia.gov</u>

Dist. SC Map \_\_\_\_\_ Parcel No. 89471041001 No. \_\_\_\_\_

To the \_\_\_\_\_ County Assessor / Sioux City City Assessor of the State of Iowa

Such exemption is claimed under Section 427, Subsection 2, Code of Iowa.

1. Institution or Society SIoux RIVERS REGIONAL MHDS CRISIS/STABILIZATION CENTER  
 Address 4038 DIVISION ST SIoux CITY IA 51104  
 Legal Description PARCEL 894710401001 Sec/Twp/Rng 10-89-47  
 How many acres? 1.25

2. The title to said property is in the name of Sioux Rivers Regional MHDS  
 Address PO Box 148 Orange City, IA 51041  
 and was acquired by  Deed  Contract on (date) 6/30/2015 as shown  
 in Book 741, Page 1606, in the Office of the County Recorder of Woodbury County, Iowa.

3. Is the building, if any, on the above described property now in use or only under construction?  
 In use  Under construction

4. Property is used for the following purposes: (Explain in detail. If more space is needed, attach a separate sheet.)  
Mental Health Crisis & Assessment Center

5. Is any portion of this property rented/leased or otherwise used with a view to pecuniary profit or for a commercial purpose?  Yes  No If "Yes," provide a detailed statement on a separate sheet of income received and percentage of space and time property is not used solely for the appropriate objects, and attach as part of this petition.

6. Are federally-licensed devices (slot machines, etc.) not lawfully permitted to be operated under the laws of Iowa, located or operated in said property?  Yes  No

STATE OF IOWA, COUNTY OF Woodbury

I, PATY ERICKSON-PUTMANN, declare that I am the President (or responsible officer) of the

Sioux Rivers Regional MHDS

I have read the above statements and know the same to be true and correct. No persistent violations of the laws of the State of Iowa have been or will be permitted on the property. The property is not the location of any federally-licensed device not lawfully permitted to be operated in Iowa.

Paty Erickson-Putmann  
 (Signature of President or other responsible officer)

Service Coord  
 (Title)

6/1/18  
 (Date)

Assessor

IDR 54-269a (03/08/12)

5/31/18

### TAX EXEMPT QUESTIONNAIRE

PARCEL NUMBER: 894710401001  
GENERAL QUESTIONS:

1. Provide the name and address of the facility.  
Sioux Rivers Regional MHDS Crisis & ASSESSMENT CENTER  
4038 DIVISION ST.  
SIOUX CITY IA
2. Provide the name and address of the owner/operator of the facility.  
SIOUX RIVERS REGIONAL MENTAL HEALTH & DISABILITIES SERVICES  
PO BOX 148  
ORANGE CITY, IA 51041
3. State the purchase price of the facility or cost to build and source of the proceeds used for such purchase or construction.  
\$275,000 MENTAL HEALTH FUNDS
4. State the dates and amounts paid for any improvements made to the facility.  
est. Nov 2015 - MARCH 2016 Renovations interior/basic  
maintenance exterior ~~\$89,000~~ \$101,300
5. Explain the specific use of the facility; if more than one use, please specify and provide a square foot or percentage breakdown for each use.  
FACILITY PROVIDES 24/7 CRISIS &/OR ASSESSMENT  
SERVICES FOR INDIVIDUALS EXPERIENCING MENTAL HEALTH  
ISSUES

6. State the specific section and subsection of Code of Iowa under which you applied for an exemption from taxation.

427.2

7. Provide copies of all IRS Form 990 tax forms filed for the last five (5) years.

NA

8. Provide copies of all income statements, balance sheets, operating statements, profit and loss statements or any other financial statements of any nature whatsoever showing, for the past five years, all income generated, expenses, assets and liabilities and equity or surplus accounts for facilities for which you are seeking an exemption.

NA

9. Provide copies of any and all correspondence or documents received from or relating to an Internal Revenue Service investigation, audit or examination of the facility's 501(c)(3) tax exempt status.

NA

10. Provide copies of any and all studies or projections as to future earnings, cash flow, deficiencies or surpluses of or relating to the facility.

NA

## CHARITABLE EXEMPTION QUESTIONS:

11. Provide a detailed summary of all fees, rents, or endowments charged by your facility.

NA

12. Provide a detailed summary of all expenses or costs incurred by the facility in providing care or services to individuals and the average expense or cost per individual recipient.

NA

13. List and describe in detail the gratuitous or partly gratuitous care of services provided by your facility.

NA

14. List the name of all "scholarship recipients" or "hardship cases" in which less than full price was charged to users of your facility, the date of each such case, and the amount given to each.

NA

15. Provide copies of any and all Minutes of the Board of Directors or other correspondence or documents which relate to "scholarships" or "hardship cases".

NA

\* \* \* \* \* Statement of Redemption from Tax Sale \* \* \* \* \*

Tax District: 135 135 INDIAN HILL SC LL  
Entity: 123492593 SIOUX RIVERS REGIONAL M.H.D.S.  
PO BOX 148  
ORANGE CITY, IA 51041

Legal Description:  
000894710401001 STR 010-089-047 LL-SC COMM 89-47 AN IRREG TCT BEG AT SW CORNER NW SE THEC N 634.78 FT THEC E

Sold on the date of June 18, 2018, to: NEWLINE HOLDINGS LLC SERIES 7  
for the sum of \$ 17,606.00 being the delinquent tax of the payable years:  
2017/2018

	<u>Principal</u>	<u>Interest</u> 4.00%	<u>Interest / Days</u> 9.00%	<u>Interest / Month</u> 2.00%	<u>Total</u>
06/18/2018	17,606.00			2,113.00 6	19,719.00

original tax  
was \$ 16,130<sup>00</sup>  
8065.00  
per half

Penalty - \$ 3589

Misc. Fees:  
Sheriff Fees:  
Cst/Adm Publishing:  
Redemption Fee:  
Total: 19,719.00

This statement is computed thru the end of November, 2018 only.  
If not paid at this time, further interest and cost will accrue. Subsequent taxes could also be added to this statement total with additional interest.

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST - ROOM 102

SIOUX CITY IA 51101 PHONE (712) 279-6495 000894710401001

taxdept@woodburycountyia.gov

Receipt#  
**54638**

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST - ROOM 102

SIOUX CITY IA 51101 PHONE (712) 279-6495 000894710401001

taxdept@woodburycountyia.gov

Receipt#  
**54638**

Deed SIOUX RIVERS REGIONAL M.H.D.S.

**TOTAL TAX DUE:**

or

**SEPT 1, 2018**

**\$16,471.00**

**\$8,357.00**

DEB 123492593

Delinquent OCT 2, 2018

Deed SIOUX RIVERS REGIONAL M.H.D.S.

**TAX DUE:**

**MARCH 1, 2019**

**\$8,114.00**

DEB 123492593

Delinquent APRIL 2, 2019

SIOUX RIVERS REGION M H D S  
ATTN: ANN LANDERS  
1211 TRI VIEW AVE  
SIOUX CITY, IA 51103

Current  
Statement

\$8114<sup>00</sup> per half

Total \$16,228

As of Nov 1

\$243.00  
penalty.

SIOUX RIVERS REGION M H D S  
ATTN: ANN LANDERS  
1211 TRI VIEW AVE  
SIOUX CITY, IA 51103

135 135 INDIAN HILL SC LL

135 135 INDIAN HILL SC LL

**WOODBURY COUNTY REAL ESTATE TAXES, SEND THE CORRECT STUBS WITH YOUR CHECK FOR PAYMENT.**  
SEE REVERSE SIDE FOR MORE INFORMATION.

**Based on JANUARY 1, 2017 Valuations. Taxes FOR JULY 1, 2017 - JUNE 30, 2018; payable SEPTEMBER 2018 and MARCH 2019**

Parcel 000894710401001 Location: 4038 DIVISION ST SIOUX CITY

135 135 INDIAN HILL SC LL

Sect 010Twn 089 Rng 047Exempt Acres .00

VIN 54,450.00 SQFT

TITLE

Gross Acres .00

Net Acres .00

LEGAL Description LL-SC COMM 89-47 AN IRREG TCT BEG AT SW CORNER NW SE THEC N 634.78 FT THEC E 33 FT TO P T OF BEG; THEC CONT N 31

**VALUATIONS AND TAXES THIS YEAR**

**LAST YEAR**

**TAXES DUE**

Delinquent Tax, Specials, Drainage, Tax Sale

COM	Assessed	Taxable	Assessed	Taxable
Land:	178,100	160,290	178,100	160,290
Buildings:	271,700	244,530	271,700	244,530
Dwelling:				
<b>TOTAL VALUE:</b>	<b>\$449,800</b>	<b>\$404,820</b>	<b>\$449,800</b>	<b>\$404,820</b>

Less Military Exemption:

**NET TAXABLE VALUE:**

\$404,820

\$404,820

TAXSALE 2018 795

Value Times Levy per 1000 of: 40.0866700

39.8453200

123492593 00000000 00000000

EQUALS GROSS TAX OF: 16,227.89

16,130.18

SIOUX RIVERS REGIONAL M.H.D.S.

Less Credits of:

PO BOX 148

Homestead Credit

Ag Land Credit

Family Farm Credit

Business Prop Tax Credit Fund

Low Income/Elderly Credit

Prepaid Tax

ORANGE CITY, IA 51041

M SIOUX RIVERS REGION M H D S

a ATTN: ANN LANDERS

i 1211 TRI VIEW AVE

l SIOUX CITY, IA 51103

**NET ANNUAL TAXES: \$16,228.00**

**\$16,130.00**

House Tax:

County EMS \$ 106,790.00

Taxing Authority: Distribution of your current & prior year taxes  
%Total Current Prior

Total property taxes levied by taxing authority  
Current Prior Percent +/-

Adjusted Statement as of 11/2/2018

1st Half

2nd Half

Due

8114.00

8114.00

Plus Penalty

243.00

.00

Plus Publish Cost

.00

.00

Less Payments

.00

.00

**BALANCE DUE**

**8357.00**

**8114.00**

Online Payment Available at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

**TOTALS:**

**WOODBURY COUNTY TREASURER**

Receipt#

**DUE SEPT 1, 2018**

**\$8,357.00**

**DUE MARCH 1, 2019**

**\$8,114.00**

**MICHAEL R CLAYTON**

**18/19 10-54638**

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

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

822 DOUGLAS ST - ROOM 102

SIOUX CITY IA 51101 PHONE (712) 279-6495

taxdept@woodburycountyia.gov

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

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

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

#8

Date: 10/31/2018 Weekly Agenda Date: 11/6/2018

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Gary Brown, Woodbury County Emergency Services

**WORDING FOR AGENDA ITEM:**

Approve and Authorize the Chairperson to sign the Medical Examiners Transport Agreement with Sioux City Fire Department

**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:**

The request for the approval and authorization for the Chairperson to sign the Medical Examiners (ME) Transport Agreement with Sioux City Fire Department (SCFD) for cases within Sioux City.

**BACKGROUND:**

On 07/01/18 the Woodbury Co. BOS approved a Transport Agreement with Siouxland Paramedics (SPI) to handle ME Transport cases within Woodbury Co. On 8/30/2018 SPI notified Woodbury Co. they would be forfeiting this Transport Agreement. A new agreement has be made with SCFD for within Sioux City. SPI remains in place to transport the rural ME cases, discussions continue with rural EMS agencies.

**FINANCIAL IMPACT:**

There will be an increase in the cost of this Transport Agreement. SPI was paid \$1,000.00/month (\$12,000.00 annually) for all cases. Currently the average number of cases transported is 10 however, that number does fluctuate. SCFD agrees to transport cases at a fee of \$350.00/per case as they occur.

**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:**

Woodbury County Emergency Services recommends the Woodbury County Board of Supervisors approve the motion and authorize the Chairperson to sign the Transportation Agreement with Sioux City Fire Department to transport the medical examiner cases within the city of Sioux City for \$350.00 per case as they occur.

**ACTION REQUIRED / PROPOSED MOTION:**

Woodbury County Board of Supervisors motion to approve and authorize the Chairperson to sign the Transportation Agreement with Sioux City Fire Department to transport the medical examiner cases within the city of Sioux City for \$350.00 per case as they occur.

## TRANSPORT AGREEMENT

This Transport Agreement ("Agreement") is made and entered into as of November 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2019 by and between Woodbury County, Iowa (the "County") and City of Sioux City, Sioux City Fire Rescue ("SCFR").

Witnessed that the County wishes to procure certain transport services from SCFR and SCFR wishes to provide those transport services to the County subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the County and SCFR agree as follows:

1. Services. SCFR agrees to transport bodies from locations within Sioux City, Iowa to the office of the Woodbury County Medical Examiner at 2720 Stone Park Blvd., Sioux City, IA 51104. The services shall be performed in a timely manner and in accordance with applicable laws. See Iowa Code section 331.802(1)(death affecting the public interest)
  - (a) Woodbury County Sheriff's Office, Local Law Enforcement and/or Local Fire Officials will provide notification as early as possible, so that SCFR can have the appropriate time to anticipate adequate staffing.
  - (b) Response Time from within the city limits of Sioux City will not exceed 30 minutes.
  - (c) Transportation to the State Medical Examiner or to any location outside of Woodbury County, Iowa is NOT included within this Agreement.
2. Fee. The fee for the service shall be \$350.00 per transport, billed as they occur.
3. Force Majeure. SCFR shall not be liable hereunder for any failure or delay in the performance of the services under this Agreement if such failure or delay is on account of causes beyond its reasonable control, including but not limited to labor disputes, civil commotion, war, fires, floods, inclement weather, government regulations or controls, casualty, government authority, strikes, or acts of God in which event SCFR shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.
4. Term; Termination.
  - (a) The term of this Agreement shall be from November 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2019. Thereafter, the agreement shall automatically renew for a twelve month period beginning on the first day of each and every fiscal year unless terminated or mutually revised by the parties.
  - (b) Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

5. Further Assurances. The parties shall execute such documents and instruments and do all things reasonably required to complete the transactions set forth in this Agreement.
6. Hold Harmless. The parties agree that each will hold the other harmless and indemnify the same from and against any losses or liabilities incurred by the other for services performed under this Agreement, save for those losses or liability occasioned by the acts or negligence of the parties.
7. Governing Law. This Agreement shall be governed and construed according to the laws of the State of Iowa.
8. Notice. Any notice under this Agreement shall be in writing and shall be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed as follows:

If to the County:            Woodbury County, Iowa  
   Woodbury County Courthouse  
   625 Douglas Street, RM 104  
   Sioux City, IA 51101  
   Attn: Board Administrative Coordinator

If to SCFR:                    Sioux City Fire Rescue  
   601 Douglas St.  
   Sioux City, IA 51101  
   Attn: Fire Chief

Or to such other address or persons as is hereafter designated in writing by the applicable party in the manner provided in this Section for the giving of notices.

9. Section Headings. The section headings contained in this Agreement are contained for convenience only and shall not affect in any way that meaning or interpretation of the Agreement.
10. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof of the validity or enforceability of the offering term or provision in any situation or in any other jurisdiction.
11. Amendments. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the party against whom enforcement is sought.
12. Assignment. This Agreement may not be assigned by either party without the written consent of the other, which consent shall not be unreasonably withheld.

13. Binding Effect. This Agreement shall be binding upon and insure to the benefit of the parties names herein and their respective successors and assigns.
  
14. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of the provisions of this Agreement. The word "Including" shall mean including without limitation. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, lest the context requires otherwise.
  
15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall be constitute one and the same document.
  
16. Electronic Signatures. The Parties agree that the electronic signatures of a party to this Agreement or any related document or instrument shall be as valid as an original signature of such party and shall be effective to bind such party to this agreement or such related document or instrument. For purposes hereof, "*electronic signature*" means a manually-signed original signature that is then transmitted by electronic means: "*transmitted by electronic means*" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and "*electronically signed document*" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.
  
17. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior understanding, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

Executed as of the date first above written.

City of Sioux City

Woodbury County

By \_\_\_\_\_

By \_\_\_\_\_

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

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

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

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

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

#9a

Date: 10/31/2018 Weekly Agenda Date: 11/06/2018

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

**WORDING FOR AGENDA ITEM:**

Set the first public hearing for a rewrite of the compression brake use ordinance

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The county has received requests to expand its compression brake use ordinance. The county engineer and county attorney have reviewed the ordinance, added new locations, and offer it for approval.

**BACKGROUND:**

Complaints received about compression brake use by semis and other large trucks that create noise levels considered excessive by homeowners and communities adjacent to truck routes. Currently, the county covers two locations for prohibition of use defined in Ordinance numbers 14 and 20. These ordinances are proposed for replacement with a new ordinance covering old and new areas of the county.

**FINANCIAL IMPACT:**

The county will have the expense of posting signs at all enforcement areas. It requires 4 signs per area at a cost of about \$800 per location enforced.

**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:**

Recommend that the board set the first hearing of the new ordinance on November 27, 2018 at 4:45 PM.

**ACTION REQUIRED / PROPOSED MOTION:**

Move to approve November 27, 2018 at 4:45 PM for the first reading of the new compression brake ordinance.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ESTABLISHING AREAS PROHIBITING THE USE OF COMPRESSION BRAKES OR BRAKING, ALSO KNOW AS “JAKE BRAKES” WITHIN WOODBURY COUNTY, IOWA

(This ordinance repeals and replaces Ordinance Numbers 14 and 20.)

Be It Enacted by the Woodbury County Board of Supervisors, Woodbury County, Iowa:

**SECTION 1. PROHIBITION AND PENALTY**

A. Engine Brakes and Compression Brakes. It is unlawful for the driver of any vehicle to use or operate within the area described in Section B any engine brake, compression brake or mechanical exhaust device designed to aid in the braking or deceleration of any vehicle that results in excessive, loud, unusual or explosive noise from such vehicle, except in the case of an emergency.

B. The prohibition above described shall be in effect for the following described roads and highways within Woodbury County, Iowa:

1. U.S. Highway 20 beginning one half mile east of the intersection of U.S Highway 20 and Emmett Avenue and continuing to the intersection of U.S. Highway 20 and Eastland Avenue. This restriction shall apply to both westbound traffic and eastbound traffic in the designated area.
2. County Route K49 (Easter Avenue) from 150<sup>th</sup> Street south to the City Limits of the City of Lawton, Woodbury County Iowa.
3. U.S. Highway 20 beginning one half mile east of the intersection of U.S. Highway 20 and Humbolt Avenue to the intersection of U.S. Highway 20 and Iowa Highway 140/County Route K64 (Moville Blacktop). This restriction shall apply to both westbound traffic and eastbound traffic in the designated area.
4. County Road D38 from the intersection of Old Lakeport Road east to the intersection of Elk Creek Road (north)/Buchanan Avenue (South). This restriction shall apply to both westbound traffic and eastbound traffic in the designated area.
5. U. S. Highway 75 Bypass beginning at the U.S. Highway 20 interchange and continuing north to the 28<sup>th</sup> Street/Outer Drive interchange. This restriction shall apply to both northbound traffic and southbound traffic in the designated area in the rural portions of U.S. Highway 75 Bypass.
6. U.S. Highway 20 from the intersection of Buchanan Avenue/Glen Ellen Road west to the U.S. 20/75 interchange. This restriction shall apply to both westbound traffic and eastbound traffic in the designated area.
7. Iowa Highway 141 beginning at the intersection with Dillon Avenue and continuing west to the intersection of Iowa Highway 141 and County Route K45 (Old Highway 75). This restriction shall apply to both westbound traffic and eastbound traffic in the designated area.

C. Violation of this ordinance is a scheduled violation with a penalty of \$100.00.

**SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. This includes current county ordinances Number 14 (enacted April 11, 2006) and Number 20 (enacted December 12, 2006), which are combined within this new ordinance.

**SECTION 3. SEVERABILITY CLAUSE.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 4. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law and when appropriate signage is erected and placed upon the areas described above to give notice of the ordinance.

First Hearing: \_\_\_\_\_

Second Hearing: \_\_\_\_\_

Third Hearing: \_\_\_\_\_

Passed and approved by the Woodbury County Board of Supervisors \_\_\_\_\_, 2018.

\_\_\_\_\_  
Chairman Woodbury County Board of Supervisors

Attest:

\_\_\_\_\_  
Woodbury County Auditor

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

#9b

Date: 10/31/2018 Weekly Agenda Date: 11/6/2018

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

**WORDING FOR AGENDA ITEM:**

Consider approval of contract and bond for project number BROS-CO97(133)--5F-97

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The county awarded the low bid for the above captioned bridge replacement project through the Iowa DOT bid process. The contracts have been received for approval.

**BACKGROUND:**

The county has programmed the Hancock Avenue bridge, numbered H-181, south of Merville for replacement. The bridge is structurally deficient and functionally obsolete and is posted 3 tons. Plans have been completed for the bridge and permitting has been received. The project was let on October 16, 2018 by the Iowa DOT.

**FINANCIAL IMPACT:**

The project is paid for with federal aid bridge funds matched with Woodbury County farm to market funds on an 80%-20% cost share.

**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:**

Recommend that the board approve the contract and bond for project number BROS-CO97(133)--5F-97 with Dixon Construction Company of Correctionville, Iowa for \$567,393.30.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion that the board approve the contract and bond for project number BROS-CO97(133)--5F-97 with Dixon Construction Company of Correctionville, Iowa for \$567,393.30 and direct the chair to sign the documents.

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

Date: 11/01/2018

Weekly Agenda Date: 11/06/2018

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Kenny Schmitz

**WORDING FOR AGENDA ITEM:**

Dorothy Pecaut Nature Center HVAC and Roof Improvement Project- Award Construction Contract

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Woodbury County has received competitive bids from Global Engineering & Construction (\$648,900), Nelson Commercial Construction (\$667,200), & L&L Builders Co. (\$678,160) for the Dorothy Pecaut Nature Center HVAC and Roof Improvement Project. Low base bid received from Global Engineering. Alernate No. 1 of bids allows for a different manufacture for Building Automation Systems (BAS) & control components to ensure compliance with Iowa competitive bid laws. Pre-bid project estimated costs were \$722,436.00. Project construction bid specifications purposely did not include temporary office relocation costs, storage areas contents temporary relocations, any painting, or carpet replacements. Improvements have been driven by the necessity to replace failed components of the (original) now 23-year old system. HVAC plans and specifications include replacement of existing heat pumps with Variable Refrigerant Flow (VRF) systems connected to a ground coupled heat exchanger, new controls, building automation systems (BAS) which incorporate remote adjustments and monitoring capabilities, improved humidity control, and air quality. Resource Consulting Engineers has contacted Mid-American Energy to establish project energy rebates available. The roof portion of the project will replace existing felt & shingles. Modification to the roof provides an addition of 4" rigid insulation over existing sheeting improving R-Values of R8 / R10 to an R-Value of R-38 which will provide energy savings.

**BACKGROUND:**

October 30th 2018- Bids are opened at 2:00 pm at the Dodrothy Pecaut Nature Center. Bids are received at the Board of Supervisors meeting at the Woodbury County Courthouse.

October 23rd 2018- Board of Supervisors conducts public hearing at 4:45 pm Board Meeting. Approves "opening bids" at Dorothy Pecaut Nature Center for October 30th 2:00 pm. Approves "receiving bids" October 30th 4:45 pm at Woodbury County Courthouse .

October 9th 2018- Woodbury County Board of Supervisors approve project plans, specifications, form of contract, authorization to seek competitive bids, and set a hearing date for October 23rd 2018 4:45 pm at the Woodbury County Courthouse Lower Level.

May 15th- 2018 the Woodbury County Board of Supervisors approved CMBA Architects to provide architecture and engineering services to draft design plans & specifications to be utilized in the competitive bid process relating to HVAC mechanical & control systems and roof improvements at the Dorothy Pecaut Nature Center.

May 8th 2018- Woodbury County Building Services Director, Woodbury County Finanace Director, Woodbury County Assistant Attorney, & the Woodbury County Conservation Director held a meeting to discuss the HVAC upgrade and roof replacement project funding mechanism. After musch discussion on Iowa Codes 350.3 and 350.6, it was decided that input would be necessary from the County's external audit firm (Williams & Company).

The Finance Director contacted the audit firm (Jeff Peters) who replied that the funds should be expended from Woodbury County fun 360 (CIP) and that Woodbury County should do the bid letting following Iowa Code 350.3 which provides that the Board pf Supervisors shall provide offices for the Conservation Board. If a project does not involve Conservation Boards Offices, under Code 350.6 bid letting would be conducted by the Conservation Board.

April 24th 2018- the Woodbury County Board of Supervisors approved Woodbury County CIP funds to be utilized toward the Dorothy Pecaut HVAC system and roof upgrades.

**FINANCIAL IMPACT:**

CIP = #9107-16

Global Engineering & Construction Inc.= \$648,900.00

Project Contingency (5%) = \$32,445.00

Construction Total = \$681,345.00

\* Previously (5-15-2018) approved Architectural & Engineering Contract - (\$42,250.00)

Grand Total (\*Including Previously Approved Architectural/ Engineering) = \$723,595.00

**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:**

Woodbury County Building Services & Woodbury County Conservation Departments request consideration to approve the Dorothy Pecaut Nature Center HVAC & Roof Improvement Project and award the construction contract to Global Engineering & Construction Inc.

Building Services strongly recommends that Bid Alternate No. 1 should not be accepted.

Building Services further requests a 5% project contingency fee to cover temporary office relocations, painting, or other unknown costs that may be necessary to complete the project.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve contract with Global Engineering & Construction Inc. in the amount of \$648,900.00 contingent upon proof of contractors insurance certificate and bond. A 5% project contingency fee in the amount of \$32,445.00, for a grand total project amount not to exceed \$723,595.00.



# AIA® Document A101™ – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Sixth day of November in the year Two-Thousand, Eighteen

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

Woodbury County  
620 Douglas Street  
Sioux City, Iowa 51101  
712/279-6525

and the Contractor:

*(Name, legal status, address and other information)*

Global Engineering & Construction Inc.  
425 Perry Street  
Sioux City, IA 51103

for the following Project:

*(Name, location and detailed description)*

Roofing and HVAC Renovation  
Dorothy Pecaut Nature Center  
4500 Sioux River Road  
Sioux City, Iowa 51109

The Architect:

*(Name, legal status, address and other information)*

Cannon Moss Brygger & Associates P.C. dba CMBA Architects (CMBA)  
302 Jones Street, Suite 200  
Sioux City, Iowa 51101  
712/274-2933

The Owner and Contractor 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.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*
- Upon receipt of this signed Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: May 31, 2019

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Completion of ALL interior work in occupied spaces.	March 29, 2019
Completion of ALL mechanical and electrical work	May 3, 2019

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred and Forty-Eight Thousand Nine Hundred Dollars (\$ 648,900.00), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Not Applicable (N.A.)	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N.A.		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
N.A.	

#### § 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N.A.		

#### § 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

If any portion of the work is not completed as specified in 3.3.1 and 3.3.2 above, the Owner will incur loss of revenue and liquidated damages of \$250 per calendar day will apply for each portion of the work not complete as so specified until those portions are deemed complete by the Owner and Architect.

#### § 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

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User Notes:

(930375289)

N.A.

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

*(Paragraph deleted)*

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Init.

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N.A.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N.A.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

It shall not include retainage attributed to the value established for work still remaining to be completed

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

(Paragraphs deleted)

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Init.

Litigation in a court of competent jurisdiction

Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

#### ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

N.A.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

*(Name, address, email address, and other information)*

Kenny Schmitz, Building Services Director  
Woodbury County  
401 8<sup>th</sup> Street  
Sioux City, Iowa 51101  
712/279-6539  
kschmitz@woodburycountyiowa.gov

§ 8.3 The Contractor’s representative:

*(Name, address, email address, and other information)*

Kevin Reilly  
Global Engineering & Construction Inc.  
425 Perry Street  
Sioux City, IA 51103

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the Specification Section Supplementary Conditions of the Contract – Article 11.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Specification Section Supplementary Instructions to Bidders – Article 7.

Init.

(Paragraphs deleted)

§ 8.7 Other provisions:

N.A.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .3 Drawings  
Dated September 21, 2018

(Table deleted)

See Exhibit A – Drawing Index

- .4 Specifications  
Dated September 21, 2018

(Table deleted)

See Exhibit B – Specification Table of Contents

- .5 Addenda, if any:

Number	Date	Pages
Addendum #1	10/30/2018	8

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .6 Other Exhibits:  
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary Conditions	Supplementary Conditions of the Contract for Construction	9/21/18	1

(Paragraphs deleted)

- .7 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

CONTRACTOR (Signature)

Init.

Rocky DeWitt  
Board Chairperson  
*(Printed name and title)*

Todd Bahney  
Vice President  
*(Printed name and title)*



Init.

# Additions and Deletions Report for AIA® Document A101™ – 2017

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 14:59:35 ET on 10/31/2018.

## PAGE 1

**AGREEMENT** made as of the Sixth day of November in the year Two-Thousand, Eighteen

...

Woodbury County  
620 Douglas Street  
Sioux City, Iowa 51101  
712/279-6525

...

Global Engineering & Construction Inc.  
425 Perry Street  
Sioux City, IA 51103

...

Roofing and HVAC Renovation  
Dorothy Pecaut Nature Center  
4500 Sioux River Road  
Sioux City, Iowa 51109

...

Cannon Moss Brygger & Associates P.C. dba CMBA Architects (CMBA)  
302 Jones Street, Suite 200  
Sioux City, Iowa 51101  
712/274-2933

## PAGE 2

Established as follows:

...

Upon receipt of this signed Agreement.

## PAGE 3

By the following date: May 31, 2019

...

Completion of ALL interior work in      March 29, 2019

occupied spaces.

Completion of ALL mechanical and electrical work

May 3, 2019

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred and Forty-Eight Thousand Nine Hundred Dollars (\$ 648,900.00), subject to additions and deductions as provided in the Contract Documents.

...

Not Applicable (N.A.)

...

N.A.

...

N.A.

...

N.A.

...

If any portion of the work is not completed as specified in 3.3.1 and 3.3.2 above, the Owner will incur loss of revenue and liquidated damages of \$250 per calendar day will apply for each portion of the work not complete as so specified until those portions are deemed complete by the Owner and Architect.

PAGE 4

N.A.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

...

~~3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.~~

PAGE 5

Five Percent (5%)

...

N.A.

...

N.A.

...

It shall not include retainage attributed to the value established for work still remaining to be completed

...

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

—%

PAGE 6

Litigation in a court of competent jurisdiction

...

N.A.

...

Kenny Schmitz, Building Services Director  
Woodbury County  
401 8<sup>th</sup> Street  
Sioux City, Iowa 51101  
712/279-6539  
kschmitz@woodburycountyiowa.gov

...

Kevin Reilly  
Global Engineering & Construction Inc.  
425 Perry Street  
Sioux City, IA 51103

...

~~§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.the Specification Section Supplementary Conditions of the Contract – Article 11.~~

~~§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™ 2017 Exhibit A, and elsewhere in the Contract Documents.the Specification Section Supplementary Instructions to Bidders – Article 7.~~

~~§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201 – 2017, may be given in accordance with AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

N.A.  
PAGE 7

- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .5 .3 Drawings  
Dated September 21, 2018

Number	Title	Date
--------	-------	------

See Exhibit A – Drawing Index

- .6 .4 Specifications  
Dated September 21, 2018

Section	Title	Date	Pages
---------	-------	------	-------

See Exhibit B – Specification Table of Contents

- .7 .5 Addenda, if any:

...

<u>Addendum #1</u>	<u>10/30/2018</u>	<u>8</u>
--------------------	-------------------	----------

...

- .8 .6 Other Exhibits:

...

- AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

- The Sustainability Plan: X ] Supplementary and other Conditions of the Contract:

Title	Date	Pages	
<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Supplementary Conditions</u>	<u>Supplementary</u>	<u>9/21/18</u>	<u>1</u>
	<u>Conditions of the</u>		
	<u>Contract for Construction</u>		

- Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

9—.7 Other documents, if any, listed below:  
PAGE 8

Rocky DeWitt  
Board Chairperson

Todd Bahney  
Vice President

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Terry J. Glade, 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 14:59:35 ET on 10/31/2018 under Order No. 9450560231 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, 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)*

**ARCHITECTURAL**

A2.00	DEMOLITION PLANS AND DETAIL
A2.01	REFLECTED CEILING PLANS
A2.02	ROOF PLAN AND BUILDING SECTIONS
A4.00	ROOF DETAILS

**MECHANICAL**

M0	MECHANICAL SYMBOLS AND ABBREVIATIONS
MD100	LOWER LEVEL HVAC PLAN - DEMOLITION
MD101	UPPER LEVEL HVAC PLAN - DEMOLITION
MD200	LOWER LEVEL MECHANICAL PIPING PLAN - DEMOLITION
MD201	UPPER LEVEL MECHANICAL PIPING PLAN - DEMOLITION
M100	LOWER LEVEL HVAC PLAN - NEW WORK
M101	UPPER LEVEL HVAC PLAN - NEW WORK
M200	LOWER LEVEL MECHANICAL PIPING PLAN - NEW WORK
M201	UPPER LEVEL MECHANICAL PIPING PLAN - NEW WORK
M500	MECHANICAL DIAGRAM
M501	MECHANICAL DIAGRAM
M502	MECHANICAL DIAGRAM
M503	MECHANICAL DIAGRAM
M700	MECHANICAL DETAILS
M701	MECHANICAL DETAILS
M800	MECHANICAL SCHEDULES
M801	MECHANICAL SCHEDULES
M802	MECHANICAL SCHEDULES
M900	MECHANICAL SEQUENCES AND POINTS LIST
M901	MECHANICAL SEQUENCES AND POINTS LIST
M902	MECHANICAL SEQUENCES AND POINTS LIST
M903	MECHANICAL SEQUENCES AND POINTS LIST
M904	MECHANICAL SEQUENCES AND POINTS LIST
M905	MECHANICAL SEQUENCES AND POINTS LIST
M906	MECHANICAL SEQUENCES AND POINTS LIST
M907	MECHANICAL SEQUENCES AND POINTS LIST

**ELECTRICAL**

E0	ELECTRICAL SYMBOLS AND ABBREVIATIONS
ED100	LOWER LEVEL PLAN - DEMOLITION
ED101	UPPER LEVEL ELECTRICAL PLAN - DEMOLITION
E100	LOWER LEVEL POWER PLAN - NEW WORK
E101	UPPER LEVEL POWER PLAN - NEW WORK
E800	ELECTRICAL SCHEDULES
E801	ELECTRICAL SCHEDULES

**SECTION 000110 - TABLE OF CONTENTS**

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**END OF SECTION**

## SECTION 004100 - BID FORM

REVISED ADD.#1 - 10/26/18

## THE PROJECT AND THE PARTIES

## 3.01 TO:

- A. Owner  
Woodbury, Iowa  
7th & Douglas Streets  
Sioux City, Iowa 51101

## 3.02 FOR:

- A. Project: Dorothy Pecaut Nature Center HVAC & Roof Replacement  
1. 4500 Sioux River Road, Sioux City, Iowa 51109.  
B. Architect's Project Number: SC18134.

3.03 DATE: 10/30/18 (BIDDER TO ENTER DATE)

3.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name GLOBAL ENGINEERING & CONSTRUCTION INC  
1. Address 425 PERRY STREET  
2. City, State, Zip SIOUX CITY IA 51103

## 3.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by CMBA Architects and their Consultants for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. **BASE BID:** SIX HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED <sup>83</sup> dollars  
(\$ 648,906.00), in lawful money of the United States of America.
- C. **ALTERNATE NO.1:** Alternate Bid #1 allows for a different manufacturer for Building Automation System (BAS) components. The Base Bid includes Alerton BAS components provided by Star Control, a Division of CW Suter Services. Alternate Bid #1 replaces the base bid components with Distech Controls BAS components provided by Direct Digital Control of Sioux Falls, South Dakota: ADD(DEDUCT)circle one  
FIVE THOUSAND FOUR HUNDRED FIFTY DOLLARS dollars  
(\$ 5,450.00)
- D. We have included the required security deposit as required by the Instruction to Bidders.
- E. All applicable federal taxes are included in the Bid Sum.

## 3.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
  2. Furnish the required bonds within seven days of receipt of Notice of Award.
  3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

### 3.07 CONTRACT TIME

- A. If this Bid is accepted, we will complete the Work as follows:  
 1. See Paragraph E. in Section 001120 - Notice of Bid Letting.

### 3.08 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:  
 1. 12 percent overhead and profit on the net cost of our own Work;  
 2. 8 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 0 of the overhead and profit percentage noted above.

### 3.09 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.  
 1. Addendum # 1 Dated 10/26/18  
 2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

### 3.10 BID FORM SIGNATURE(S)

- A. The Corporate Seal of  
 B. Global Engineering & Construction Inc  
 C. (Bidder - print the full name of your firm)  
 D. was hereunto affixed in the presence of  
 E. Kevin P. Reilly P.M.  
 F. (Authorized signing officer, Title)  
 G. Scott Boney Vice President  
 H. (Authorized signing officer, Title)

END OF SECTION

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Global Engineering & Construction, Inc.  
425 Perry Street  
Sioux City, IA 51103

### SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company  
5200 Metcalf OPN111  
Overland Park, KS 66202-1391

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

### OWNER:

(Name, legal status and address)

Woodbury County  
620 Douglas Street  
Sioux City, IA 51101

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ Five Percent (5%) of the Total Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Dorothy Pecaut Nature Center HVAC & Roof Replacement, Sioux City, IA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

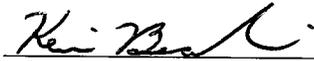
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

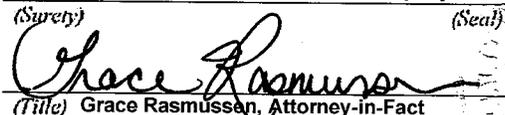
Signed and sealed this 19th day of October 2018

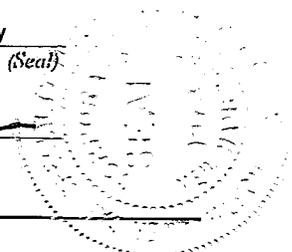
  
(Witness)

Global Engineering & Construction, Inc.  
(Principal) (Seal)

  
(Title)

  
(Witness) Jaimie Kangas

North American Specialty Insurance Company  
(Surety) (Seal)  
  
(Title) Grace Rasmussen, Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

NANCY DeNEUI, BONNIE MERZ, GREG KRIER, CHRISTY NEBBEN, HOLLY HEIBERGER, LORI KLEIN, GRACE RASMUSSEN and JAIMIE KANGAS

JOINTLY OR SEVERALLY

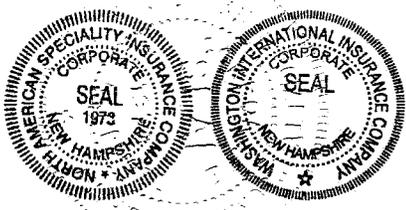
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation
By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 3rd day of November, 2017.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

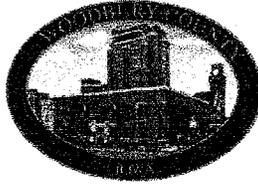
On this 3rd day of November, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of October, 2018.



## WOODBURY COUNTY CAPITAL IMPROVEMENT PROJECTS QUALITY ASSURANCE QUESTIONNAIRE

Woodbury County is requesting that the following questionnaire be completed by all prospective General Contractors and must be included, prior to or at the time of bid submission. Pursuant to Iowa Code 26.9, contracts for public improvements must be awarded to the "lowest responsive, responsible bidder". Factors other than price may be considered when making the award. This questionnaire is only applicable to public improvements which exceed the competitive bid amount set pursuant to Iowa Code 26.3, 26.14 and 314.1B, currently \$135,000.00.

Company/Contracting Firm: Global Engineering & Construction, Inc.

Owner Representative: Kevin Beaulieu and Todd Bahney

Address: 425 Perry Street, Sioux City, IA 51103

Main Telephone: 712-258-8337 E-Mail: dnewbrough@sudak.net

1. Within the past Five (5) years, has the Contractor been disbarred by any Federal, State, or Local government entity from bidding projects?  Yes  No

If yes, please explain on separate attachment.

2. Within the past Five (5) years, has the Contractor- defaulted on a contract, been disqualified, removed or otherwise prevented from bidding on, or completing a Government, State, or Local project?  Yes  No

If yes, please explain on separate attachment.

3. Within the past five (5) years has the Contractor been found by a court or agency of competent jurisdiction, to be delinquent (delinquent shall include but not limited to failure to file, failure to pay, or imposition tax liens) in meeting its obligation under Federal, State, or Local tax laws?  Yes  No

If yes, please explain on separate attachment.

4. Within the past Five (5) years has the Contractor been unable to obtain, or been denied a bond?  Yes  No

If yes, please explain on separate attachment.

5. Within the past Five (5) years has the Contractor declared bankruptcy or been under receivership?  Yes  No

If yes, please explain on separate attachment.

6. Within the past Five (5) years has the Contractor filed any lawsuits, or sought arbitration with regard to any construction project?  Yes  No

If yes, please explain on separate attachment.

7. Are any lawsuits, legal proceedings, arbitration, or judgment's pending/ outstanding against the Contractor, its owner, or officers?  Yes  No

If yes, please explain on separate attachment.

8. Within the past Five (5) years has the Contractor been found to have violated any of the following Federal or State Laws:  
Iowa Child Labor Act, Iowa Labor Commissioner's Right to Inspect Premises, Iowa Compensation Insurance Act, Iowa Competition Act, Iowa Employee Registration Requirements, Iowa Hazardous Chemicals Risks Act, Iowa Income Corporate and Sales Tax Code, Iowa Minimum Wage Act, Iowa Non-speaking English Employee Act, Iowa Wage Payment Collection Act, a "willful" violation of the Iowa or Federal Occupational Safety and Health Act, Federal Income or Corporate Tax Code, The National Insurance Act, OR the Fair Labor Standards Act?  Yes  No

If yes, please explain on separate attachment.

9. Has the Contractor ever failed to complete any work awarded to it? \_\_\_ Yes X No

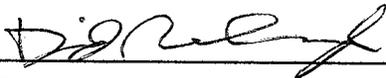
If yes, please explain on separate attachment.

10. On a separate sheet provide the following:

- a. Three (3) references the company completed projects with in the past Three (3) years. Include entities; contact name, address, and current telephone number.
- b. List all Surety/ Bonding Companies utilized by the company in the past Three (3) years.

11. Contractor affirms that it will retain only subcontractors who will fully comply with the bid specifications, including those that address requirements concerning all labor laws?

X Yes \_\_\_ No

  
\_\_\_\_\_  
Signature

10-24-18  
\_\_\_\_\_  
Date

**Global Engineering & Construction, Inc.**

**Woodbury County Quality Assurance Questionnaire Question 10 Attachment**

**Question 10(a):**

**References:**

1. Beef Products, Inc.  
Contact: David Berghult  
891 2 Rivers Drive  
Dakota Dunes, SD 57049  
(605) 217-8000
  
2. Mobren Transport  
Contact: Douglas Deaton  
2300 Murray Street  
Sioux City, IA 51111  
(712) 252-4500
  
3. Western Iowa Tech Community College  
Contact: Joe Funck  
4647 Stone Avenue  
Sioux City, IA 51106  
(712) 274-6400

**Question 10(b):**

**Surety/Bonding Company:**

1. North American Specialty Insurance Company  
5200 Metcalf  
OPN111  
Overland Park, KS 66202

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

#10b

Date: 11/01/2018 Weekly Agenda Date: 11/06/2018

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Kenny Schmitz/ Dennis Butler

**WORDING FOR AGENDA ITEM:**

Prairie Hills Training Center- Floor Scrubbing Equipment

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Prairie Hills Training Center is in need of equipment to provide floor clean-up

**BACKGROUND:**

There is a need to properly clean flooring- especially in the dog training area where sanitary concerns could become an issue.

**FINANCIAL IMPACT:**

To be Determined

**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:**

Recommendation is to approve floor cleaning equipment purchase for the B40 W traction Drive scrubber

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve equipment purchase from TNT Sales & Service in the amount of \$5,900.00



**SALES & SERVICE**

**712-947-4833 • Hinton, Iowa**

# Invoice

Date	Invoice #
10/18/2018	21527

Bill To
Woodbury County BOS Rm 104 620 Douglas Sioux City, IA 51101

Ship To
Woodbury County Education Center

P.O. Number	Terms	Rep	Ship	Via	Model/Serial	
		KC	10/18/2018	Delivered		
Quantity	Item Code	Description			Price Each	Amount
1	010584	B 40 W Floor Scrubber with traction drive 9.841-122.0 (no scrub deck) S/N 010584			5,900.00	5,900.00T

Thank you for your business.	<b>Subtotal</b>	\$5,900.00
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$5,900.00

Address	Fax #	E-Mail	Web Site
PO Box 1008 Hinton, IA 51024	712-947-4832	katy@tntsales.net	tntsales.net

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

**#11**

Date: 10/31/18 Weekly Agenda Date: 11/06/18

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervisor Keith Radig

**WORDING FOR AGENDA ITEM:**

Resolution to accept Lyon County to Sioux Rivers Mental Health Region

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Lyon County has petitioned to join the Sioux Rivers Mental Health Region. As a current member of Sioux Rivers, we have a vote in regards to acceptance into the region.

**BACKGROUND:**

Lyon County has petitioned to join Sioux Rivers. Sioux Rivers has voted 2-0-1 to allow Lyon County to join with Woodbury County abstaining. Per our 28E agreement, all current members must vote individually to allow Lyon County to join, so that is the reason for this resolution.

**FINANCIAL IMPACT:**

No real impact on Woodbury County.

**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 the resolution.

RESOLUTION OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

RESOLUTION 2018 - \_\_\_\_\_

RESOLUTION RECOMMENDING APPROVAL OF LYON COUNTY'S REQUEST TO JOIN  
THE SIOUX RIVERS REGIONAL MHDS REGION EFFECTIVE JULY 1, 2019

WHEREAS, the Woodbury County Board of Supervisors is aware of the Sioux Rivers Regional MHDS Governance Board's recommendation of 10/23/18 for approval for Lyon County to enter into partnership with the Sioux Rivers Regional MHDS Region; and

WHEREAS, Lyon County, by their vote of 10/22/18, has formalized their intention to join the Sioux Rivers Regional MHDS Region by entering into a 28E Agreement; and

WHEREAS, Lyon County, by said same vote, has expressed a willingness to accept the terms and conditions of the 28E Agreement, which requires a financial contribution and a per capita payment to the Sioux Rivers Regional MHDS based upon the terms of the 28E agreement; and

WHEREAS, Lyon County, by said same vote, has expressed a willingness to accept the terms and conditions of the Regional MHDS Management Plan, as approved by the Sioux Rivers Regional Governance Board and the Department of Human Services; and

WHEREAS, the Sioux Rivers Regional MHDS Governance Board has passed a motion to allow Lyon County to enter the Region effective July 1, 2019 should the majority of the member Counties approve a Resolution of the same;

NOW, THEREFORE, BE IT RESOLVED that the Woodbury County Board of Supervisors hereby approves the request of the Lyon County Board of Supervisors to join the Sioux Rivers Regional MHDS.

SO DATED this 6<sup>th</sup> day of November 2018.

---

Rocky De Witt, Chairman  
Woodbury County Board of Supervisors

ATTEST:

---

Patrick Gill, Woodbury County Auditor



# Woodbury County Sheriff's Office

DAVID A. DREW, SHERIFF

**WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.**

**LEC 24 HOUR DAILY COUNT**

DATE	DAILY TOTAL	LEC	ELECTRONIC MONITORING	JUVENILE	FEDERAL PRISONERS	RELEASED
10/1/18	188	173	15	0	11	11
10/2/18	186	171	15	0	11	22
10/3/18	193	177	16	0	11	12
10/4/18	188	171	17	0	11	29
10/5/18	190	171	19	0	13	13
10/6/18	189	171	18	0	11	27
10/7/18	192	174	18	0	11	16
10/8/18	184	166	18	0	11	14
10/9/18	186	169	17	0	12	16
10/10/18	190	172	18	0	12	15
10/11/18	184	164	20	0	12	22
10/12/18	181	160	21	0	11	16
10/13/18	191	170	21	0	9	21
10/14/18	192	171	21	0	9	14
10/15/18	185	164	21	0	9	14
10/16/18	187	167	20	0	6	16
10/17/18	193	174	19	0	6	18
10/18/18	187	168	19	0	6	24
10/19/18	187	167	20	0	9	19
10/20/18	194	175	19	0	10	16
10/21/18	196	177	19	0	10	10
10/22/18	194	174	20	0	10	14
10/23/18	201	180	21	0	9	18
10/24/18	204	183	21	0	9	13
10/25/18	205	185	19	1	14	31
10/26/18	207	188	18	1	14	18
10/27/18	215	197	18	0	14	23
10/28/18	218	200	18	0	14	12
10/29/18	212	194	18	0	14	12
10/30/18	210	190	19	1	15	19
10/31/18	221	201	20	0	16	19
	<b>6050</b>	<b>5464</b>	<b>583</b>	<b>3</b>	<b>340</b>	<b>544</b>

TOTAL	MALE	FEMALE
184	150	34
193	153	40
189	151	38
200	156	44
184	148	36
198	154	44
190	150	40
180	142	38
185	146	39
187	148	39
186	148	38
176	137	39
191	147	44
185	148	37
178	144	34
183	148	35
192	153	39
192	151	41
186	154	32
191	159	32
187	154	33
188	155	33
198	159	39
196	161	35
216	173	43
206	168	38
220	182	38
212	179	33
206	170	36
209	169	40
220	179	41
<b>6008</b>	<b>4836</b>	<b>1172</b>

\*Highest population count each day

LEC TOTAL AVG:	<b>193.2</b>
TOTAL INMATE AVG:	<b>212.7</b>