A G E N D A

WOODBURY COUNTY BOARD OF SUPERVISORS

TUESDAY, AUGUST 12, 2014

ITEMS OF BUSINESS

10:00 a.m. 1. Call Meeting to Order, Approval of Minutes of the August 5, 2014, Meeting

10:01 a.m. 2. Discussion and Approval of Claims

10:03 a.m. 3. Human Resources – Ed Gilliland
Re: Approval of Memorandum of Personnel Transactions

10:04 a.m. 4. Board Administration/Public Bidder – Karen James
a. Approval of Resolution for Notice of Property Sale Parcel #036600
b. Approval of Lifting Tax Suspension for B. L.
c. Discussion and Authorize Chairman to Sign Contract Amendment #13-DF/TC-023 Between the Iowa Economic Development Authority and CF Industries Nitrogen, LLC and Woodbury County, Iowa – Dennis Butler

10:10 a.m. 5. Planning/Zoning – John Pylelo
Re: Resolution Accepting and Approving the Final Platting for Marsh Addition (a Minor Subdivision) and Authorizing Chairman's Signature; GIS Parcel #864332200001

10:15 a.m. 6. Secondary Roads – Mark Nahra
a. Consideration of Final Acceptance of Project Number STP-S-CO97(117)—5E-97, PCC Unbonded Overlay on D-54
b. Consider Approval of Contract for 2015 Gravel Stockpile and Production
c. Consider Approval of a Permit to Work in the Right of Way for the City of Lawton
10:20 a.m. (Set time) d. Receive and Consider Award of Quotations for Propane for 2014-2015
10:25 a.m. (Set time) e. Receive and Consider Award of Quotations for Calcium Chloride for 2014-2015

10:30 a.m. 7. Hearing of any Individual/Group to Make a Presentation of Item(s) Not On the Agenda And Supervisors' Concerns

ADJOURNMENT

Subject to Additions/Deletions

A G E N D A

WOODBURY COUNTY BOARD OF SUPERVISORS

TUESDAY, AUGUST 12, 2014

CALENDAR OF EVENTS

TUESDAY, AUG. 12	**10:00 a.m.**	Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, AUG. 13	**8:05 a.m.**	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
THURSDAY, AUG. 14	**7:00 p.m.**	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
TUESDAY, AUG. 19	**4:30 p.m.**	Community Action Agency of Siouxland Board Meeting, 2700 Leech
WEDNESDAY, AUG. 20	**12:00 noon**	Siouxland Economic Development Corporation Meeting, Marina Inn
THURSDAY, AUG. 21	**11:00 a.m.**	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
MONDAY, AUG. 25	**6:00 p.m.**	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Moville
MONDAY, SEPT. 1	**6:00 p.m.**	Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, SEPT. 2	**4:00 p.m.**	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, SEPT. 3	**12:00 noon**	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, SEPT. 4	**5:00 p.m.**	Conservation Board Meeting, Snyder Bend Park
TUESDAY, SEPT. 9	**10:00 a.m.**	Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, SEPT. 10	**8:05 a.m.**	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
	6:00 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
THURSDAY, SEPT. 11	**7:00 p.m.**	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa

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.

AUGUST 5, 2014 — THIRTYSECOND MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, August 5, 2014 at 10:00 a.m. Board members present were Clausen, Smith, Boykin, Monson, and Tripp. Staff members present were Karen James, Board Administrative Coordinator, Dennis Butler, Finance/Operations Controller, Joshua Widman, Assistant County Attorney, and Patrick F. Gill, Auditor/Clerk to the Board.

1. The meeting was called to order.

   Motion by Monson second by Smith to approve the minutes of the 07/29/2014 Board meeting. Carried 5-0. Copy filed.

2. Motion by Tripp second by Monson to approve the County's claims totaling $628,596.28. Carried 5-0. Copy filed.

3a. Motion by Tripp second by Clausen to approve the separation of Reed Mitchell, Temporary Summer Laborer, Secondary Roads Dept., effective 07/29/14. End of Temporary Work.; the separation of Kyle Hardisty, Temporary Summer Laborer, Secondary Roads Dept., effective 08/01/14. End of Temporary Work.; the separation of Dylan Muckey, Temporary Summer Laborer, Secondary Roads Dept., effective 08/08/14. End of Temporary Work.; the transfer of John Burbach, Civilian Jailer, County Sheriff Dept., effective 08/04/14, $22.96/hour. Transfer from Court Security to Civilian Jailer.; the transfer of Richard Ellison, Civilian Jailer, County Sheriff Dept., effective 08/04/14, $22.96/hour. Transfer from Court Security to Civilian Jailer.; the transfer of Randy Uhl, Civilian Jailer, County Sheriff Dept., effective 08/04/14, $22.96/hour. Transfer from Court Security to Civilian Jailer.; the transfer of Anthony Fitch, Court Security Officer, County Sheriff Dept., effective 08/04/14, $20.58/hour. Transfer from Civilian Jailer to Court Security Officer.; the transfer of Chad Heckert, Court Security Officer, County Sheriff Dept., effective 08/04/14, $20.58/hour. Transfer from Civilian Jailer to Court Security Officer.; and the transfer of Sage Lewis, Court Security Officer, County Sheriff Dept., effective 08/04/14, $20.58/hour. Transfer from Civilian Jailer to Court Security Officer. Carried 5-0. Copy filed.

3b. Motion by Monson second by Tripp to approve and authorize the Chairman to sign an "Authorization to Initiate Hiring Process" for Courthouse Security Officer, part-time, Human Resources Dept., Wage Plan: $15.00 - $18.00/hour.; Equipment Operators (3), Secondary Roads Dept., CWA Secondary Roads: $20.71/hour., and Foreman, Secondary Roads Dept., Wage Plan: $56,029-$59,892/year. Carried 5-0. Copy filed.

4a. Motion by Clausen second by Monson to approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #004755, 117 Sioux St. Unit A, Sioux City. Carried 5-0.

RESOLTION #12,042
NOTICE OF PROPERTY SALE

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

The Westerly 49 feet of the Easterly 116 feet of Lot 17 in Block 18 Sioux City Addition in the County of Woodbury and State of Iowa
(117 Sioux Street Unit A)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **19th Day of August, 2014 at 10:15 o'clock a.m.** in the meeting room of the Board of Supervisors on the first floor of the Woodbury County Courthouse.

2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **19th Day of August, 2014,** immediately following the closing of the public hearing.

3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of $319.00** plus recording fees.

Dated this 9th Day of August, 2014.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

4b. Motion by Monson second by Clausen to approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #004740, 117 Sioux St. Unit B, Sioux City. Carried 5-0.

RESOLTION #12,043
NOTICE OF PROPERTY SALE

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

Except 116 feet Lot 17, Block 18, Sioux City Addition , City of Sioux City, Woodbury County, Iowa (117 Sioux Street Unit B)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **19th Day of August, 2014 at 10:17 o'clock a.m.** in the meeting room of the Board of Supervisors on the first floor of the Woodbury County Courthouse.

2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **19th Day of August, 2014,** immediately following the closing of the public hearing.

3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of $200.00** plus recording fees.

Dated this 9th Day of August, 2014.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

4c. Discussion on Courthouse, LEC and Trosper Hoyt Fire Alarm Head and Replacement.

Motion by Monson second by Tripp to postpone action to approve the Courthouse, LEC, and Trosper Hoyt Fire Alarm Head and Replacement. Carried 5-0. Copy filed.

5. Motion by Tripp second by Monson to approve and authorize the Chairperson to sign an Underground Utility Permit for Western Iowa Telephone Association. Carried 5-0. Copy filed.

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

The Board adjourned the regular meeting until August 12, 2014.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: August 12, 2014

*** 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
Carlson, Bradley	Human Resources	8-13-14	P/T Courthouse Security Officer	$16.43/hour		A	Job Vacancy Posted 6-4-14. Entry Level Salary: $14.96-$16.43/hour.
VanBeest, Michael	Human Resources	8-13-14	P/T Courthouse Security Officer	$16.43/hour		A	Job Vacancy Posted 6-4-14. Entry Level Salary: $14.96-$16.43/hour.
Burke, Christopher	Human Resources	8-18-14	P/T Courthouse Security Officer	$14.96/hour		A	Job Vacancy Posted 6-4-14. Entry Level Salary: $14.96-$16.43/hour.
McKenna, Shawn	Human Resources	8-13-14	P/T Courthouse Security Officer	$14.96/hour		A	Job Vacancy Posted 6-4-14. Entry Level Salary: $14.96-$16.43/hour.
Uken, Valerie	Human Resources	8-13-14	P/T Courthouse Security Officer	$14.96/hour		A	Job Vacancy Posted 6-4-14. Entry Level Salary: $14.96-$16.43/hour.
Baldwin, Brock	Secondary Roads	8-15-14	Temporary Summer Laborer			S	End of Temporary Work.
Hayden, James	Secondary Roads	8-15-14	Temporary Engineering Aide			S	End of Temporary Work.
Sweers, Gabriel	Secondary Roads	8-22-14	Temporary Engineering Aide			S	End of Temporary Work.
Figueroa, Jill	Juvenile Detention	8-18-14	Asst. Director	$59,113/year	6.5%=$3,655/ year	R	Per Wage Plan Matrix, 6 year Salary Increase.
Milton, Tyler	County Sheriff	8-20-14	Deputy	$24.54/hour	16%=$3.42/ hour	R	Per CWA Deputy Sheriff Contract agreement, from Class 2 to Class 1.
West, Kevin	County Sheriff	8-29-14	Deputy			S	Retirement.

Uhl, Ronald	Secondary Roads	9-05-14	Equipment Operator			S	Retirement.

PROVED BY BOARD DATE: _____

GLORIA MOLLET, ASST. DIRECTOR Gloria Mollet

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #036600

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

N 5 feet W 58 feet Lot 8 Block 120 W 58 feet Lot 9 Block 120 Sioux City East Addition, in the County of Woodbury and State of Iowa
(1011 ½ Jennings Street)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **26th Day of August, 2014 at 10:15 o'clock a.m.** in the meeting room of the Board of Supervisors on the first floor of the Woodbury County Courthouse.

2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **26th Day of August, 2014**, immediately following the closing of the public hearing.

3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of $595.00** plus recording fees.

4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 12th Day of August, 2014.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

_____
Patrick F. Gill
Woodbury County Auditor
and Recorder

_____
George W. Boykin, Chairman

REQUEST FOR MINIMUM BID

Name: Duane Meyer Date: 1/16/13

Address: 509 9th St. S.C. 51101 Phone: 259-0498

Address or approximate address/location of property interested in:

1011 1/2 Jennings St.

GIS # 894728210011

*This portion to be completed by Board Administration *

Legal Description:

N. 5 ft W. 58 ft. Lot 8, Block 120, W 58 ft Lot 9, Block 120 Sioux East Addition County of Woodbury and the State of Iowa

Tax Sale #/Date: # 1171 6/19/06 Parcel # 035600

Tax Deeded to Woodbury County on: 7/31/2014

Current Assessed Value: Land $4,900- Building Ø Total $4,900-

Approximate Delinquent Real Estate Taxes: $3,233-

Approximate Delinquent Special Assessment Taxes: $1,058-

*Cost of Services: $95-

Inspection to: Larry Clausen Date: 1/17/13

Minimum Bid Set by Supervisor: $500-

Date and Time Set for Auction:

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

(MinBidReq/MSWord)

Woodbury County, IA / Sioux City

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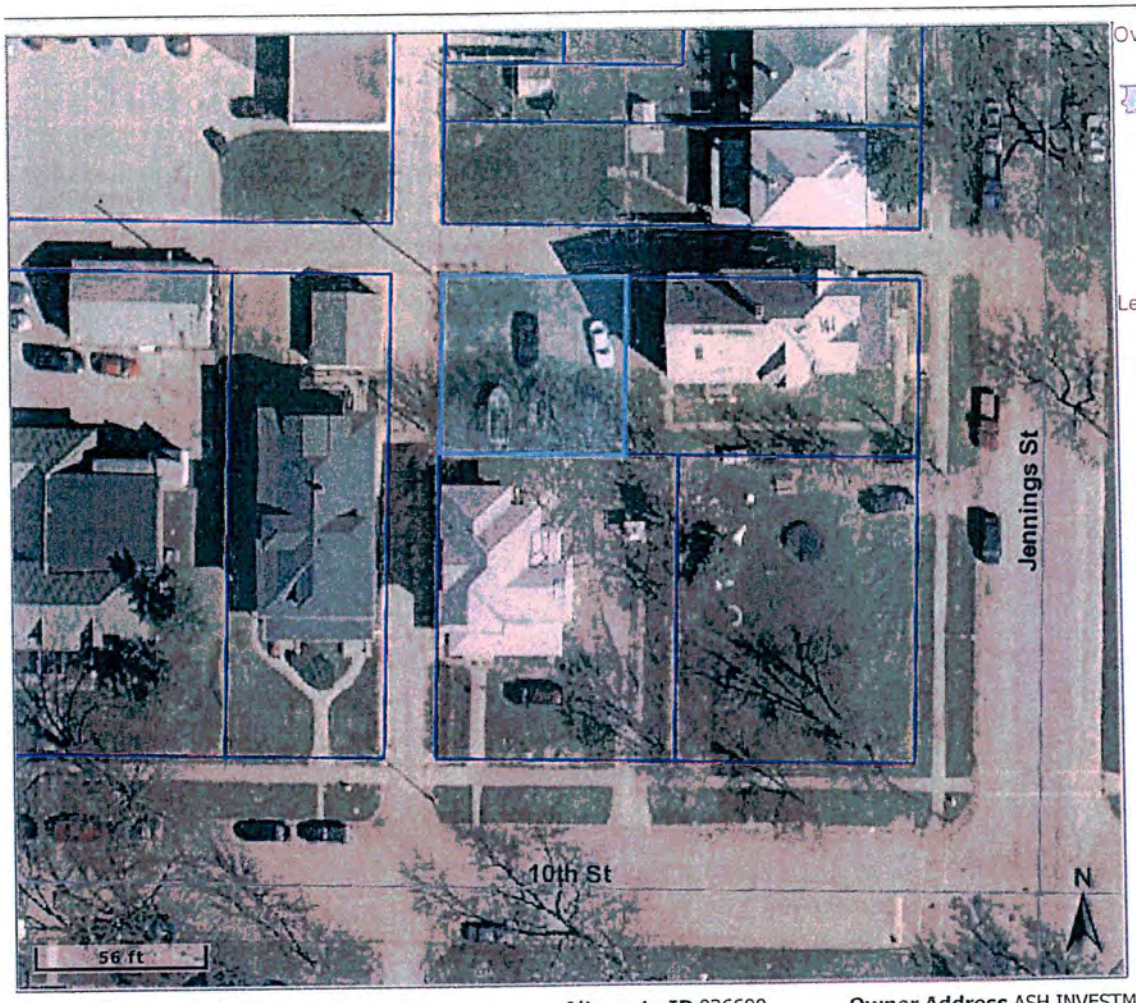

Overview

Legend

- Roads
- Corp Boundaries
- Townships
- Sections

Residential Sales

- 2010
- 2011
- 2012
- Parcels

Parcel ID	894728210011	**Alternate ID**	036600	**Owner Address**	ASH INVESTMENTS
Sec/Twp/Rng	0-0-0	**Class**	C		% ANDERSON ROGER
Property Address	1011 1/2 JENNINGS ST	**Acreage**	n/a		3601 DODGE ST
	SIOUX CITY				OMAHA, NE 68131-3206

District 087 SC LL SIOUX CITY COMM

Brief Tax Description SIOUX CITY EAST
N 5 FT W 58 FT LOT 8
BLK 120 W 58 FT LOT
9 BLK 120

(Note: Not to be used on legal documents)

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Woodbury County, IA / Sioux City

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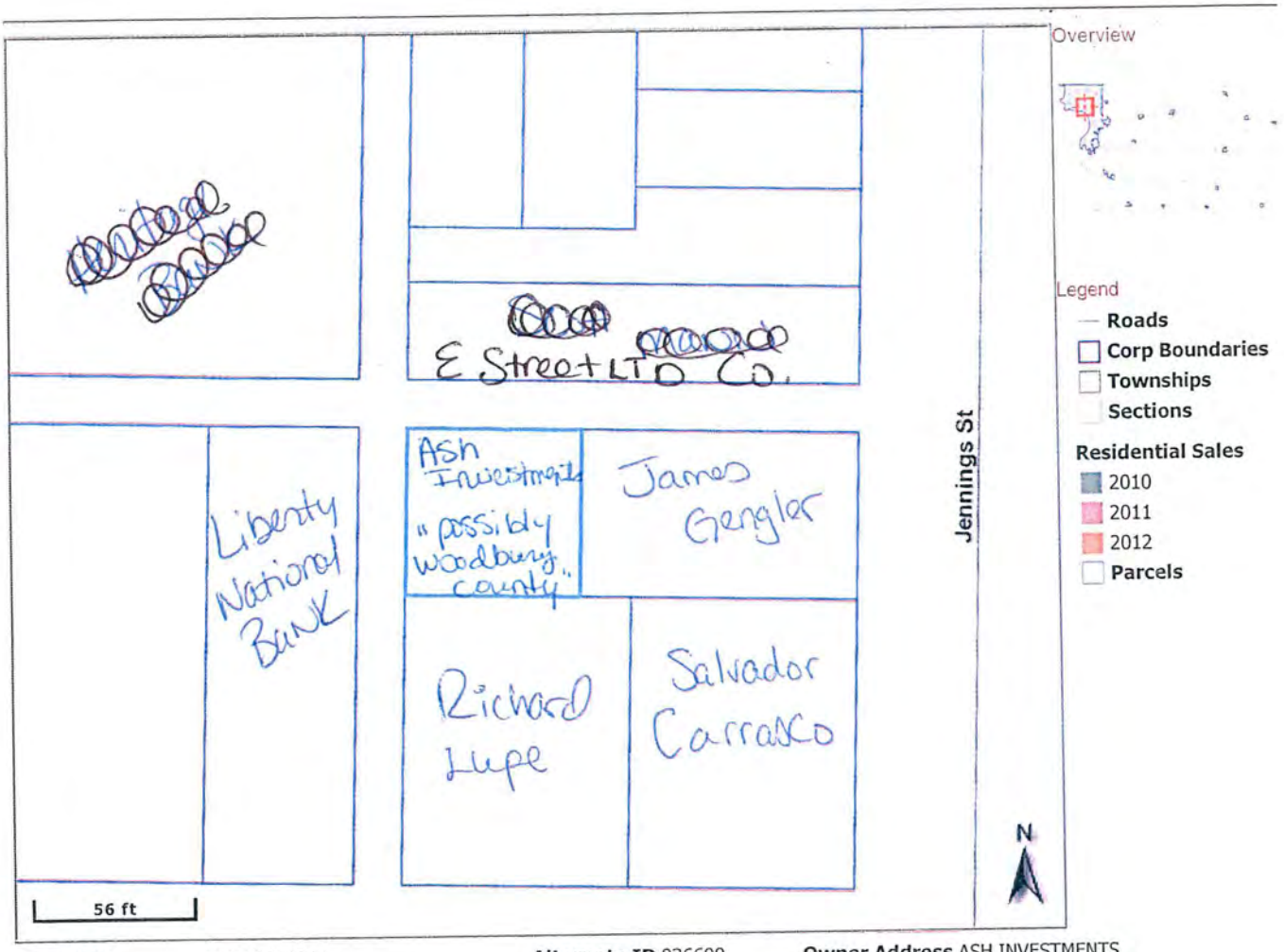
Date Created: 1/16/2013



Parcel ID	894728210011	**Alternate ID**	036600	**Owner Address**	ASH INVESTMENTS % ANDERSON ROGER 3601 DODGE ST OMAHA, NE 68131-3206
Sec/Twp/Rng	0-0-0	**Class**	C		
Property Address	1011 1/2 JENNINGS ST SIOUX CITY	**Acreage**	n/a		

District 087 SC LL SIOUX CITY COMM

Brief Tax Description SIOUX CITY EAST
N 5 FT W 58 FT LOT 8
BLK 120 W 58 FT LOT
9 BLK 120

(Note: Not to be used on legal documents)

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WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION
MEMORANDUM

TO: Board of Supervisors

FROM: Karen James, Administrative Coordinator

DATE: August 8, 2014

RE: Lifting of Tax Suspensions

Please lift the tax suspension for B. L. as this property has been sold.

Thank you.

Attachment

Karen James - CF Industries Contract Amendment

From: "Rockey, Katie [IEDA]" <Katie.Rockey@iowa.gov>
To: KJAMES@sioux-city.org
Date: 7/31/2014 4:36 PM
Subject: CF Industries Contract Amendment
Attachments: Company Executed CF Industries Amendment.pdf

Karen,

The Iowa Economic Development Authority has approved an amendment to contract number 13-DF/TC-023 with CF Industries Nitrogen, LLC and Woodbury County. The company has signed the attached amendment, so if a representative of the county would please print, sign and mail the original to my attention at the address below it would be much appreciated. If you have any questions, please don't hesitate to contact me.

Thank you,

Katie

Katie Rockey | Senior Project Manager, Compliance

I WA

IOWA ECONOMIC DEVELOPMENT AUTHORITY
200 East Grand Avenue | Des Moines, Iowa 50309
PH: 515.725.3040 | katie.rockey@iowa.gov

iowaeconomicdevelopment.com

CONTRACT AMENDMENT

RECIPIENT: **CF Industries Nitrogen, LLC**
CONTRACT NUMBER: **13-DF/TC-023**
AMENDMENT NUMBER: **One**
EFFECTIVE DATE: **October 18, 2013**

THIS CONTRACT AMENDMENT is made by and between the **IOWA ECONOMIC DEVELOPMENT AUTHORITY** (hereafter "**IEDA**"), 200 East Grand Avenue, Des Moines, Iowa 50309, an agency of the State of Iowa, **CF Industries Nitrogen, LLC** ("**Recipient**"), 1182 260th Street, Sergeant Bluff, IA 51054 and **Woodbury County** ("**Community**"), 620 Douglas Street, Sioux City, IA 51101.

WHEREAS, the Recipient requested an amendment of the contract benefits, and

WHEREAS, the **IEDA BOARD** approved the request, effective as of the Effective Date stated above, and

NOW, THEREFORE, the Contract referenced above is amended as follows:

1. **REVISION OF CONTRACT PAGE 3.** Award Amt. –Tax Incentives ~~$22,000,000~~ $31,000,000

2. **REVISION OF ARTICLE 3.1, "Total Award Amount."** The IEDA Board has approved an Award to the Community and Recipient from the funding sources and in the maximum amounts shown below:

DIRECT FINANCIAL ASSISTANCE	FORM	MAXIMUM AMOUNT
IVF 130 % Qualifying Wage Component	Loan Forgivable Loan	$ 750,000 $ 750,000
TOTAL CASH ASSISTANCE:		*$ 1,500,000*
TAX INCENTIVES		
High Quality Jobs Program	Tax Incentives	~~$ 22,000,000~~ $31,000,000
TOTAL STATE TAX INCENTIVES:		~~*$ 22,000,000*~~ *$31,000,000*

3. **REVISION OF EXHIBIT B-2 High Quality Jobs Program.** Exhibit B-2 Special Conditions to Contract #13-DF/TC-023 is amended as follows:

SECTION 2: TERMS AND CONDITIONS OF THE AWARD.

2.1 Award. The Recipient is awarded the following Tax Benefits through the High Quality Jobs Program, based on the minimal investment requirements described herein: ~~$22,000,000~~ $31,000,000.

2.3 Additional Tax Benefits. The Recipient is eligible for additional incentives pursuant to Iowa Code sections 15.326, et. seq. pursuant to its participation in the High Quality Jobs Program and its obligations and rights under the Contract. The following Tax Benefits, in the maximum amounts shown for each authorized benefit, are so available to the Recipient:

Authorized Benefits	Included in Award	Maximum Amt.
Refund of Sales, Service, and Use Taxes.	☒ Yes ☐ No	$ 13,000,000
Refund of Sales Taxes Attributable to Racks, Shelving, and Conveyor Equipment.	☐ Yes ☒ No	$ 0
Corporate Tax Credit For Certain Sales Taxes Paid By Third Party Developer.	☐ Yes ☒ No	$ 0
Investment Tax Credit (negotiated)	☒ Yes ☐ No	~~$ 9,000,000~~ $ 18,000,000
Research Activities Credit.	☐ Yes ☒ No	$ 0
Local Property Tax Exemption Provided by Community	☐ Yes ☒ No	$ 0

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

(d) *Investment Tax Credit.*

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

July 1, 2012 – June 30, 2013	~~$1,800,000~~ $3,600,000
July 1, 2013 – June 30, 2014	~~$1,800,000~~ $3,600,000
July 1, 2014 – June 30, 2015	~~$1,800,000~~ $3,600,000
July 1, 2015 – June 30, 2016	~~$1,800,000~~ $3,600,000
July 1, 2016 – June 30, 2017	~~$1,800,000~~ $3,600,000

4. **REVISION OF DESCRIPTION OF THE PROJECT AND AWARD BUDGET (EXHIBIT C).** Exhibit C is hereby amended to reflect the revised estimated benefit value. Details of the change are reflected in the attached Revised Exhibit C which is hereby incorporated by this reference and made part of this Contract Amendment

Except as otherwise revised above, the terms, provisions, and conditions of Contract Number **13-DF/TC-023** and related exhibits shall remain unchanged and are in full force and effect:

FOR RECIPIENT:

SIGNATURE

Eugene M McCauley

PRINT/TYPE NAME, TITLE

Date

FOR IEDA:

Deborah V. Durham, Director

Date

FOR THE COMMUNITY:

SIGNATURE

PRINT/TYPE NAME, TITLE

Date

OFFICE OF
Woodbury County Planning & Zoning Administrator
SIXTH FLOOR • SEVENTH AND DOUGLAS STREETS – SIOUX CITY, IA 51101
John Pylelo - Planning & Zoning Administrator • jpylelo@sioux-city.org
Peggy Napier - Clerk II • pnapier@sioux-city.org
Telephone (712) 279-6557
Fax (712) 279-6530

To: **Board of Supervisors**

From: **John Pylelo – Planning and Zoning**

Re: **Board of Supervisors Meeting of Tuesday August 12, 2014**

Date: **August 7, 2014**

Planning and Zoning – John Pylelo, Director

Acceptance and Approval of a Resolution for the Final Platting of Marsh Addition - a Minor Subdivision; GIS Parcels #864332200001; #864332200006 and #864332200007.

Carla A. Marsh has filed a subdivision application and final platting to subdivide 63.53 acres into 3 lots. The 63.53 acres lie currently within a portion of five (5) independent parcels The applicant requests the subdivision in order the existing single family dwelling and outbuildings can be located on a lot independent from pasture and timber ground. The applicant also desires an independent frontage lot for potential residential development.

The parent parcels lie in rural Woodbury County approximately 2.5 miles east of Smithland on the south side of 330th St. in the NE ¼ of Section 32 in Oto Township.

The parent parcels are zoned AP (Agricultural Preservation); are not within any drainage district. Four (4) of the five (5) parent parcel have minor portions impacted by Zone A Special Flood Hazard Area (100 year floodplain). However, in each case the flood hazard areas are limited to the creek bed and embankment locations of Parnell Creek.

The existing single family dwelling is proposed to be located on Lot 1 which is currently serviced by a drive addressed 3776 330th St., Smithland. The parent parcels have CSR values averaging 30.90 to 43.39 and falling within County policies allowing subdivision.

The existing AE (Agricultural Estates) zoning district designation permits the existing Lot 1 and the potential residential density for Lot 2's development. Should a building permit application for dwelling construction be received for a third lot the zoning district designation for all lots would have to be re-zoned to AE (Agricultural Estates) before permitting could be approved upon the third lot unless the specific location on Lot 3 was in the far south quarter-quarter section.

On July 22, 2014 the Woodbury County Zoning Commission held a public hearing on this matter voting to recommend the final plat be approved subject to:

1. The final platting reflect those locations designated as Zone A special flood hazard areas (100 year flood plain); reflect the utilities servicing the subdivision; reflect the zoning district designation; and correct the Supervisor's Resolution to show the current Chairman's name.

2. A Paving Agreement be recorded meeting Woodbury County paving policies.

The final plat presented represents each of the plat changes referenced in #1 above. A paving agreement has been executed by the applicant with a copy attached.

Your Board is asked to accept and approve the final plat's resolution and authorize your Chairman's signature thereon.

OTO

T-86N R-43W OF THE 5TH P.M.

Marsh Addition – a Minor Subd.

Zoned AP (Ag Preservation)

GIS #864332200001...003...005...006...007

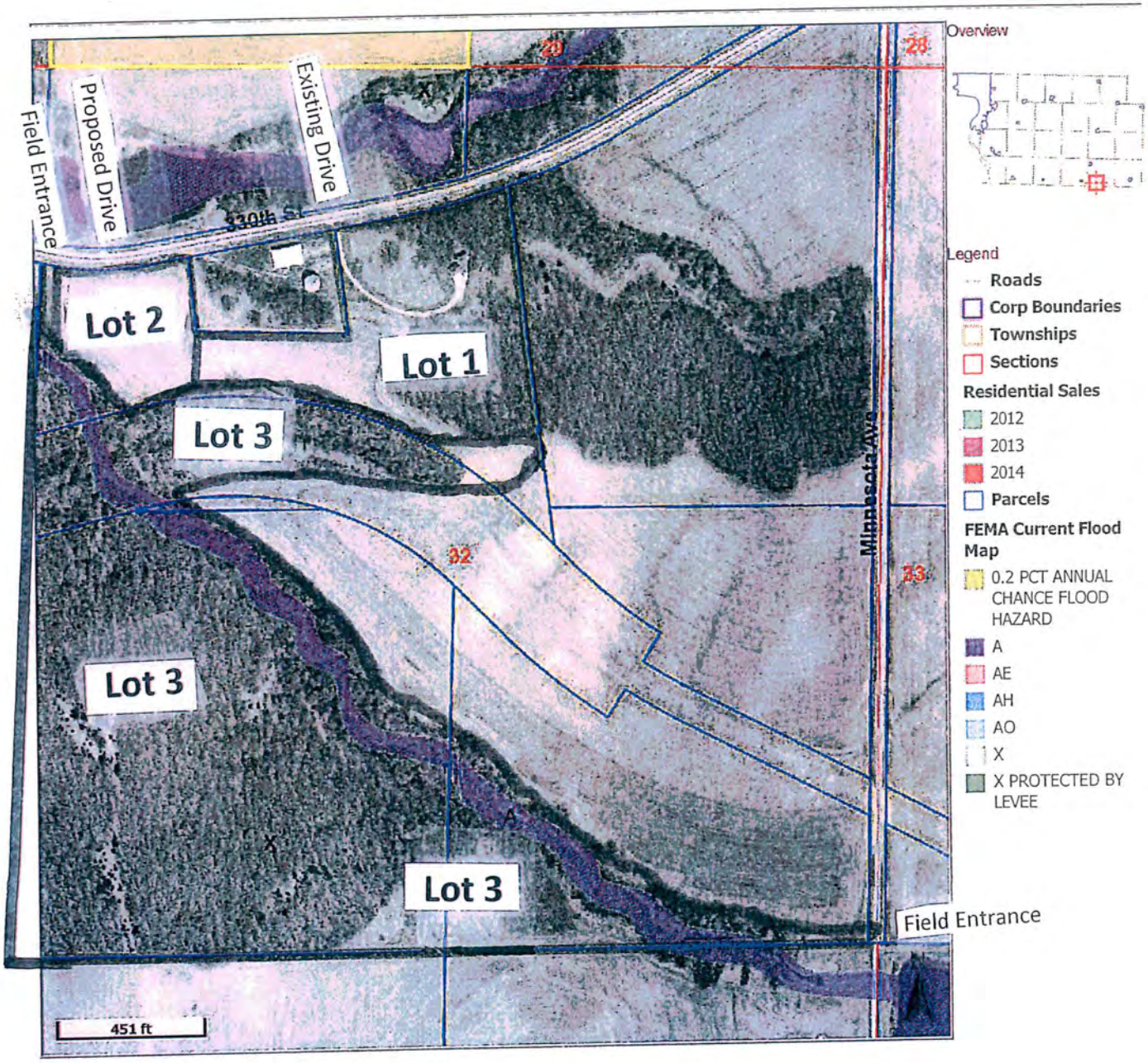
NE ¼ Section 32 Oto Twnshp

15. Sec.32 Glenn Marsh-2.85
16. Sec.6 Douglas Johnson,etux
17. Sec.9 Phyllis Rich-5
18. Sec.1 James Pierick,etux-6.31
19. Sec.6 Donald Johnson,etux-6.5
20. Sec.24 Jeffrey Kafton,etux-4.86
21. Sec.5 Michael Drea-6.71
22. Sec.1 Daniel Jepsen,etux-4.94
37. Sec.23 Erik Boyle-6.19
38. Sec.13 Woodbury County
39. Sec.21 Morepork LLC-12.11
40. Sec.25 Brett Weber-6.67
41. Sec.29 Michael Nixon,etux-32.5
42. Sec.30 Isaac Martindale,etal-10.61
43. Sec.31 Rodney Cassens,etux-9.92

Woodbury County, IA / Sioux City

Marsh Addition – a Minor Subd.
Zoned AP (Ag Preservation)
GIS #864332200001...003...005...006...00
NE ¼ Section 32 Oto Twnshp

Date Created: 7/7/2014



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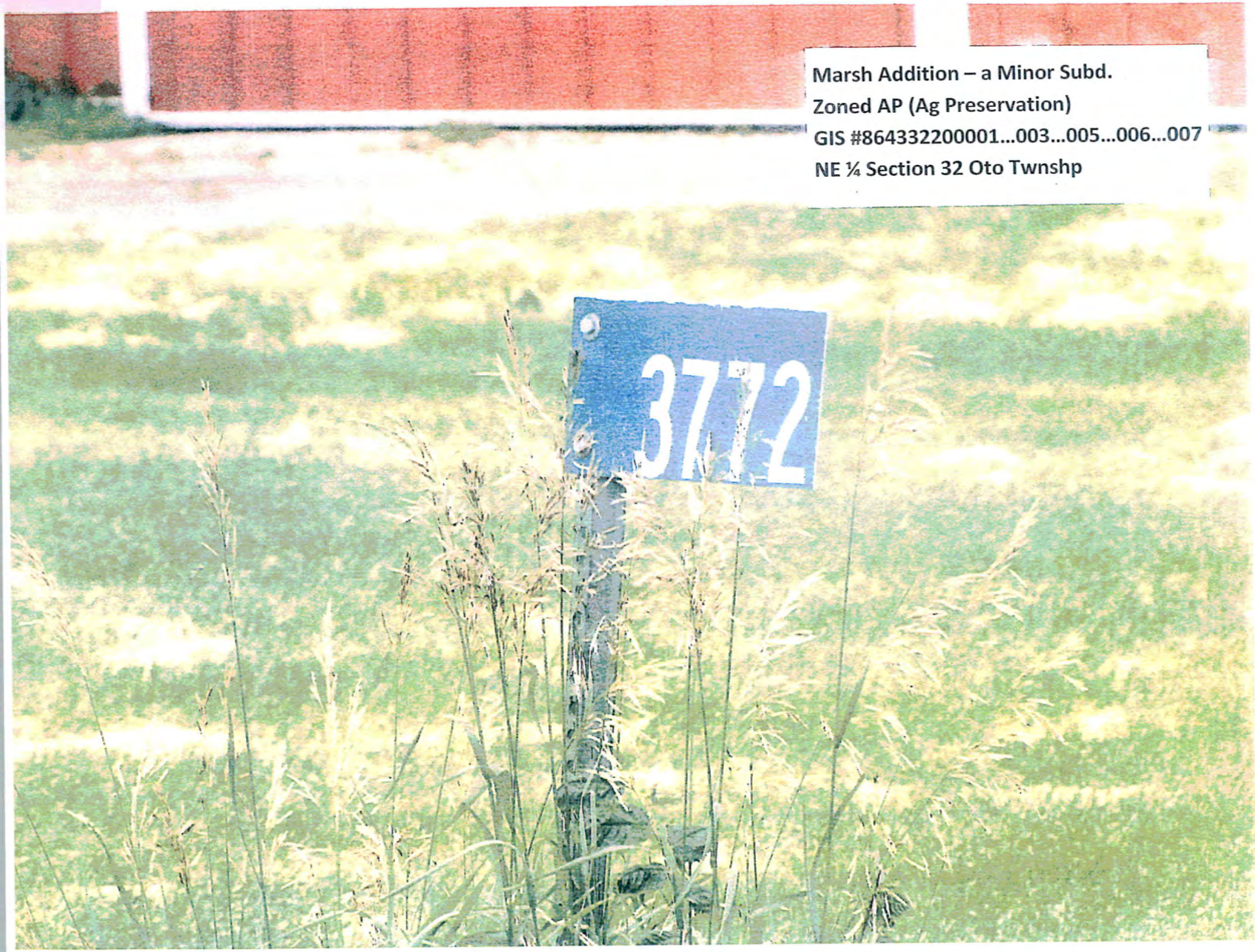
Marsh Addition – a Minor Subd.
Zoned AP (Ag Preservation)
GIS #864332200001...003...005...006...007
NE ¼ Section 32 Oto Twnshp

Marsh Addition – a Minor Subd.
Zoned AP (Ag Preservation)
GIS #864332200001...003...005...006...007
NE ¼ Section 32 Oto Twnshp

Marsh Addition – a Minor Subd.
Zoned AP (Ag Preservation)
GIS #864332200001...003...005...006...007
NE ¼ Section 32 Oto Twnshp

Marsh Addition – a Minor Subd.
Zoned AP (Ag Preservation)
GIS #864332200001...003...005...006...007
NE ¼ Section 32 Oto Twnshp



Marsh Addition – a Minor Subd.
Zoned AP (Ag Preservation)
GIS #864332200001...003...005...006...007
NE ¼ Section 32 Oto Twnshp

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Marsh Addition – a Minor Subd.
Zoned AP (Ag Preservation)
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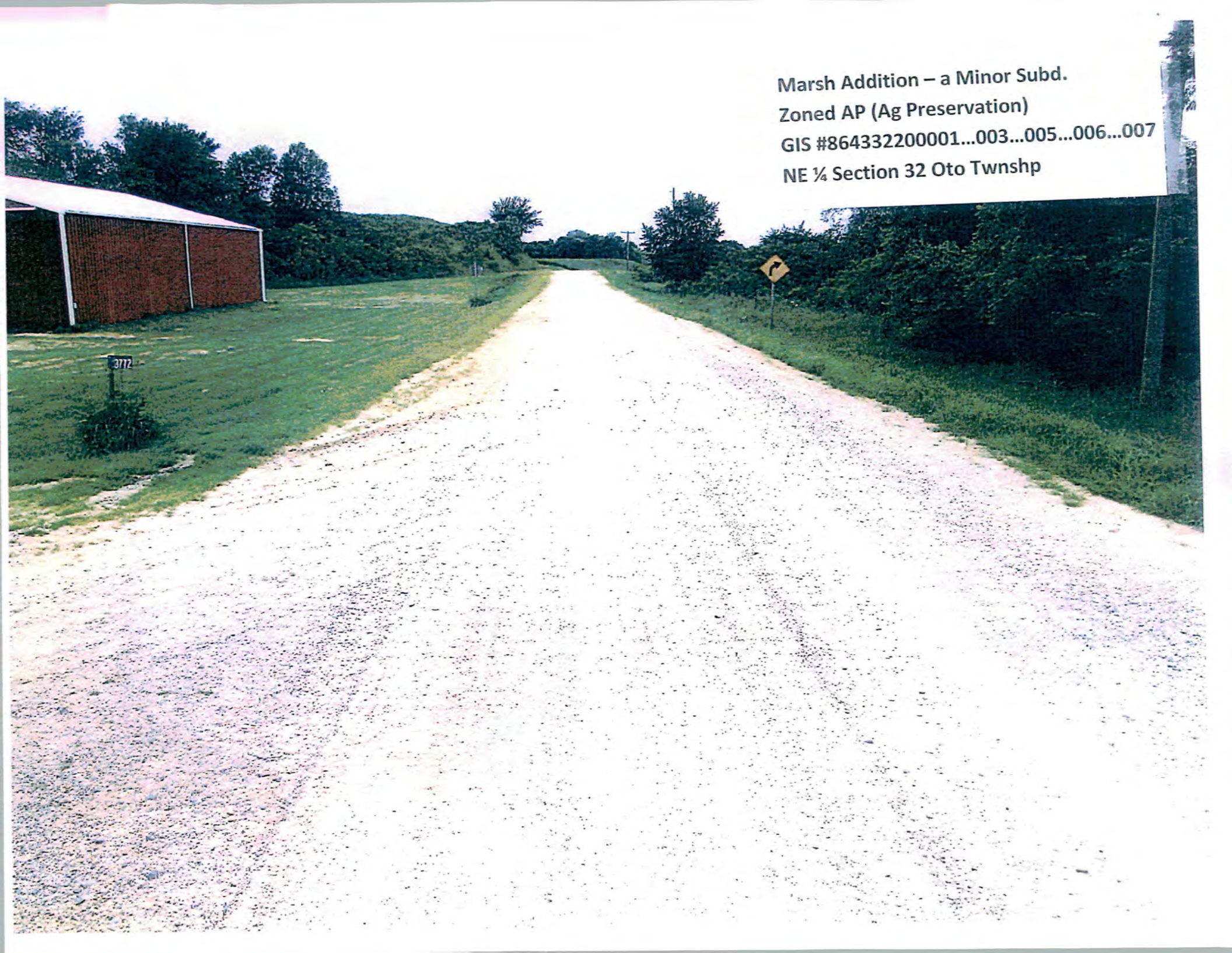
NE ¼ Section 32 Oto Twnshp
3776


Marsh Addition – a Minor Subd.
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Marsh Addition – a Minor Subd.
Zoned AP (Ag Preservation)
GIS #864332200001...003...005...006...007
NE ¼ Section 32 Oto Twnshp

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GIS #864332200001...003...005...006...007
NE ¼ Section 32 Oto Twnshp

Marsh Addition – a Minor Subd.
Zoned AP (Ag Preservation)
GIS #864332200001...003...005...006...007
NE ¼ Section 32 Oto Twnshp

Woodbury County Secondary Roads Department

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

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

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

SECRETARY
Tish Brice
tbrice@sioux-city.org

Date: August 8, 2014

TO: Board of Supervisors

FROM: Mark Nahra, County Engineer

RE: Tuesday, August 12, 2014 Meeting

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

- Consideration of final acceptance of Project Number STP-S-CO97(117)—5E-97, PCC unbonded overlay on D-54.
- Consider approval of contract for 2015 Gravel Stockpile and Production
- Consider approval of a permit to work in the right of way for the City of Lawton
- SET TIME 10:20 AM:
  Receive and consider award of quotations for Propane for 2014-2015
- SET TIME 10:25 AM:
  Receive and consider award of quotations for Calcium Chloride for 2014-2015

F026 (181013) 2-02

Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

STP-S-C097(117)--5E-97 PAGE 1
PCC Pavement - New / Widen / Repla
WOODBURY COUNTY ENGINEER

Contract 030419

Voucher No. 13

DATE LAST VOUCHER - - MO. DAY YR. 04 28 14

THIS VOUCHER - - MO. DAY YR.

Final Payment

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	

30.6 90.0 3.000 Contractor No. 93138 CEDAR VALLEY CORP LLC WATERLOO, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	PCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	ITEM DESCRIPTION				Compl. Last Voucher				
0010	5406.000 GRANULAR SHLD, TYPE B	6959.310	Ton	410	TOTAL TO DATE	6959310	000	000	000
0020	59286.580 PAV'T, SCARIFICATION	59720.220	Sq Yard	441	TOTAL TO DATE	59720000	000	000	000
0030	106.670 BRIDGE APPROACH, RK-18	128.056	Sq Yard	441	TOTAL TO DATE	128056	000	000	000
0040	293.330 STD/S-F PCC PAV'T, CL C CL 2, 9"	796.964	Sq Yard	441	TOTAL TO DATE	796964	000	000	000
0050	113.333 STD/S-F PCC PAV'T, CL M CL 2, 9"	0.000	Sq Yard	441	TOTAL TO DATE	000	000	000	000
0060	9881.100 PCC OVERLAY, FURN ONLY	9881.100	Cubic Yd	441	TOTAL TO DATE	9709000	000	000	000
0070	59286.580 PCC OVERLAY PLACE ONLY (WHITE TOPPING)	59386.750	Sq Yard	441	TOTAL TO DATE	59386750	000	000	000
0080	406.660 RMVL OF PAV'T	930.235	Sq Yard	410	TOTAL TO DATE	930235	000	000	000
0090	874.900 PAINTED PAV'T MARK, WATERBORNE/SOLVENT	874.900	Station	442	TOTAL TO DATE	874900	000	000	000

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. DATE PROJECT ENGINEER CERTIFICATION

2. DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
☐ IDOT is not involved in this Farm to Market project.

3. DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
☐ Project records reviewed. Project approved for payment.
☐ Project records not reviewed. Recommend payment based on the project engineers certification.

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____

for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE SIGNED CLAIMANT (CONTRACTOR)

Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

STP-S-C097(117)--5E-97
PCC Pavement - New / Widen / Repla
WOODBURY COUNTY ENGINEER

Contract 030419

Voucher No. 13

DATE LAST VOUCHER 04 -28 -14 (MO. DAY YR.)

THIS VOUCHER - - (MO. DAY YR.)

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
30.0	30.0	30.0	3.000

Contractor No. 93138 CEDAR VALLEY CORP LLC WATERLOO, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	ITEM DESCRIPTION								
0100	8530.000	8530.000	Lump Sum	401	Compl. Last Voucher	8530000	000	000	000
	TRAFFIC CONTROL				TOTAL TO DATE				
0110	76300.000	76300.000	Lump Sum	401	Compl. Last Voucher	76300000	000	000	000
	MOBILIZATION				TOTAL TO DATE				
0120	4.000	4.000	Each	401	Compl. Last Voucher	4000	000	000	000
	PERMANENT CRASH CUSHION, SEVERE USE (S U)				TOTAL TO DATE				
0130	4.000	4.000	Each	401	Compl. Last Voucher	4000	000	000	000
	PERMANENT CRASH CUSHION SPARE PARTS KI T				TOTAL TO DATE				
7001	1553.310	1553.310	Ton	410	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0010 GRANULAR SHLD, TYPE B				TOTAL TO DATE				
7002	433.640	433.640	Sq Yard	441	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0020 PAV'T, SCARIFICATION				TOTAL TO DATE				
7003	21.386	21.386	Sq Yard	441	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0030 BRIDGE APPROACH, RK-18				TOTAL TO DATE				
7004	503.634	503.634	Sq Yard	441	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0040 STD/S-F PCC PAV'T, CL C CL 2, 9"				TOTAL TO DATE				
7005	100.170	100.170	Sq Yard	441	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0070 PCC OVERLAY PLACE ONLY (WHITE TOPPING)				TOTAL TO DATE				

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. _____ DATE PROJECT ENGINEER CERTIFICATION

2. _____ DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
☐ IDOT is not involved in this Farm to Market project.

3. _____ DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
☐ Project records reviewed. Project approved for payment.
☐ Project records not reviewed. Recommend payment based on the project engineers certification.

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____

for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

_____ DATE SIGNED CLAIMANT (CONTRACTOR)

F026 (181013) 2-02

Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

Contract 030419

STP-S-C097(117)--5E-97
PCC Pavement - New / Widen / Repla
WOODBURY COUNTY ENGINEER

Voucher No. 13

DATE LAST VOUCHER 04-28-14 (MO. DAY YR.)

THIS VOUCHER 8-12-14 (MO. DAY YR.) Final Payment

DAYS WORKED TO DATE	DAYS WORKED LAST VOUCH.	DAYS WORKED AUTH.	RET. %
30.0	30.0	3.000	

Contractor No. 93138 CEDAR VALLEY CORP LLC WATERLOO, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	ITEM DESCRIPTION								
7006	523.575	523.575	Sq Yard	410	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0080				TOTAL TO DATE				
	RMVL OF PAV'T								
7007	-113.333	-113.333	Sq Yard	441	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0050				TOTAL TO DATE				
	STD/S-F PCC PAV'T, CL M CL 2, 9"								
8001	250.000	250.000		441	Compl. Last Voucher	250000	000	000	000
	REMOVAL OF STREEL BEAM GUARDRAIL				TOTAL TO DATE				
8002	8.000	8.000		441	Compl. Last Voucher	8000	000	000	000
	SFETY CLOSURE				TOTAL TO DATE				
8003	7055.950	7055.950		441	Compl. Last Voucher	000	7055950	000	000
	SURFACE CORRECTION FOR PAVEMENT SMOOTHNESSTHNESS				TOTAL TO DATE				
8004	3900.000	3900.000		441	Compl. Last Voucher	3900000	000	000	000
	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIV PCC PAVMENT SMOOTHNESS				TOTAL TO DATE				
8999	1.000	1.000	Lump Sum	401	Compl. Last Voucher	000	000	000	000
	STOCKPILED MATERIALS				TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

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1. _____ DATE PROJECT ENGINEER CERTIFICATION

2. _____ DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
☐ IDOT is not involved in this Farm to Market project.

3. _____ DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
☐ Project records reviewed. Project approved for payment.
☐ Project records not reviewed. Recommend payment based on the project engineers certification.

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, Bob Leon the _____

for Cedar Valley (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

7-31-14 Bob Leon
DATE SIGNED CLAIMANT (CONTRACTOR)

Iowa Department of Transportation
Form 740383 10-93

CONTRACT

Kind of Work Maintenance Gravel Miles

Project No. G-2015-Stockpile County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: George W. Boykin, Jaclyn Smith, Larry D. Clausen, Mark A. Monson, and David Tripp, Contracting Authority, and Hallett Materials of Wall Lake, Iowa, Contractor.

WITNESSETH: That the Contractor, for and in consideration of ---------- Seven Hundred Eighty Eight Thousand Thirty and No/100---------- Dollars ($788,030.00) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Unit Price	Amount

The Standard Specifications of the Iowa Department of Transportation, Highway Division, for Highway and Bridge Construction, Series of 2001, and all applicable current supplemental specifications to date and special provisions shall apply to all work.

Attachments 1 through 6 inclusive form a part of this contract as if contained fully herein.

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

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

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. G-2015-Stockpile in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
After August 15, 2014			

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

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

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the _____ day of _____, 2014

Approved:
IOWA DEPARTMENT OF TRANSPORTATION

By _____
Contracts Engineer

Date _____

Woodbury
Contracting Authority County, Iowa

By _____
George W. Boykin Chairperson

Hallett Materials

By _____
Contractor

G-2015 stockpile.doc
7/28/2014

MAINTENANCE GRAVEL-STOCKPILE QUOTATION

Project G-2015 stockpile quotation

ITEM NO.	DESCRIPTION	QUANTITIES	UNIT PRICE	TOTALS
1.	Gravel, (Crush, screen, load, haul and stockpile at SE Cor. SE¼ NE¼ Sec. 32-89-44) Arlington Twp. County Maintenance yard Moville, Iowa [34 One-half mile units]	17,000 Tons	$ 9.92 /Ton	$ 168,640
2.	Gravel, (Crush, screen, load, haul and stockpile at SW Cor. Section 22-89-45) Concord Twp. Lawton [57 One-half mile units]	5,000 Tons	$ 12.71 /Ton	$ 63,550
3.	Gravel, (Furnish, crush, screen, load, haul and stockpile in the NW¼SW¼ Sec. 15-87-44) Grant Twp. [16 One-half mile units]	~~4,000~~ Tons	$ ~~8.80~~ /Ton	$ ~~35,200~~ 44,000
4.	Gravel, (Furnish, crush, screen, load, haul and stockpile in the NE¼NE¼ Sec. 26-87-43) Miller Twp. [17 One-half mile units]	~~2,000~~ Tons	$ ~~8.80~~ /Ton	$ ~~17,600~~ 26,400
5.	Gravel, (Furnish, crush, screen, load, haul and stockpile in the SW Cor. NW¼ NW¼ Sec. 27-86-42) Liston Twp at Danbury Maintenance Building[35 One-half mile units]	~~4,000~~ Tons	$ 9.81 /Ton	$ ~~39,240~~ 58,860
6.	Gravel, (Furnish, crush, screen, load, haul and stockpile at Luton in NW¼ Sec. 20-87-46) Grange Twp. [55 One-half mile units]	16,000 Tons	$ 12.50 /Ton	$ 200,000
7.	Gravel, (Furnish, crush, screen, load, haul and stockpile Near N¼ Cor. Sec. 16-86-45 Willow Twp., (Holly Springs) [41 One-half mile units]	3,000 Tons	$ 10.46 /Ton	$ ~~31,380~~ 31,380
8.	Gravel, (Furnish, crush, screen, load, haul and stockpile at N.E. Cor. Section 6-87-44) Grant Twp. Landfill [31 One-half mile units]	14,000 Tons	$ 8.80 /Ton	$ 123,200
9.	Gravel, (Furnish, crush, screen, load, haul and stockpile at N.E. Cor. Section 6-86-43) Oto Twp. [11 One-half mile units]	0 Tons	$ /Ton	$ -0-
10.	Gravel (Furnish, crush, screen, load, haul and stockpile At intersection of Hwy 31 and 250th Street, Miller Bridge Stockpile [5 One-half mile units]	0 tons	$ /ton	$ -0-
11.	Gravel (Furnish, crush, screen, load, haul and stockpile Hauled directly to roads designated on map [varies]	3,000 tons	$ 4.30 /ton	$ 31,050
12.	Gravel (Furnish, crush, screen, load, and stockpile Stockpile at Anthon (Gothier) Pit	7,000 tons	$ 5.85 /ton	$ 40,950
TOTAL	Gravel	75,000 Tons		788,030
			CONTRACT TOTAL	$ ~~750,810~~

Hallett Materials
Jennings 8/1/14

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

[ ] Indicates One-half mile units. Haul Units are based on Peters and Gothier Pit locations. Will vary for other suppliers.

Note: Per ton unit prices for items 1 through and including 9 includes furnishing gravel material.

Note: (Tons hauled) times (One-half mile units) = Units of haul

MAINTENANCE GRAVEL

1. The quantities of work as shown in the contract documents are approximate only and are subject to increase or decrease. All quantities of work, whether increased or decreased, are to be performed at the unit prices stipulated in the contract. No adjustment in price will be made on any item of work due to a variance from the contract quantities.

   The contractor shall furnish all necessary machinery, equipment, tools, materials and supplies, labor and shall be capable of providing the means of construction necessary to complete the work. The contractor shall also furnish all granular material where specified in the contract. A scale house, when or where needed, shall be provided along with the scale prior to commencing of weighing. The scale shall be of sufficient size and length to accommodate all tandem axle and smaller trucks. Any other method of weighing shall have prior approval of the County Engineer. Weighing equipment shall meet the requirements of Section 2001.07.

   The contractor will do all "Extra Work" which may be required to complete the contract contemplated at the contract unit prices, or lump sums to be agreed upon in writing before starting such work, or if such prices or sums can not be agreed upon, to perform such work on a force account basis, as provided in the IDOT Standard Specifications.

   The contractor shall perform the work within 100 working days with an EARLIEST STARTING DATE will be of ~~July 1, 2013~~. Once work is started, it shall continue without interruption until completion. August 15, 2014 Tg

   The contractor will pay liquidated damages of $100.00 per working day elapsing after the expiration of the contract period accruing until the completion of the work.

   ~~The contractor shall provide a minimum of 10 trucks hauling to the county at all times. If the number of trucks hauling to a county stockpile drops below 10, the county, at its option, may stop stockpiling operations for the day and charge a full working day.~~ (see below) *

2. ~~The contractor shall furnish all equipment for stockpiling, and perform the stockpile work at the sites designated. In addition, the contractor shall furnish all granular material for stockpile items 1 through 8 inclusive. The County Engineer will approve the spot for stockpiling at the proposed sites. Stockpiling at locations away from production sites shall be done with a crawler type tractor.~~

Tg 8/1 County to handle all stockpiling except for production stockpiling at Anthon & Little Stock Park

3. The condition of the roads in the spring will be the controlling factor for starting work on any item. The County Engineer will be the final authority in determining if the haul roads are stable enough for hauling.

* The contractor shall use best efforts to provide a minimum of 10 trucks. Trucks are in short supply right now Tg 8/1/14

Special Provisions Continued

4. If gravel deposit is taken from below water, the contractor shall, by pumping, lower the water level below the excavation line a minimum of 24 hours prior to removal of gravel. The working time and size of pump or pumps to be used is to be approved by the County Engineer.
In the event the pit can not be pumped below the excavation line, the gravel removed from below water shall be stockpiled and permitted to drain for a minimum of 24 hours before crushing. This may require the use of two draglines, one to stockpile gravel taken from below water level and one to feed the crusher.
Gravel furnished by the Contractor shall be crushed pit run material.
The gravel shall be a uniformly graded product complying with the following gradation specification.

Sieve	Percent Passing
1 1/4"	100%
3/4"	80-95%
#4	50-65%
#8	35-50%
#30	10-30%

The depth and location of excavation and quality of acceptable material in each pit is to be determined by the County Engineer.

5. The contractor shall be equipped to work the face of the gravel deposit to uniformly mix the various layers of material.

6. The contractor will present the county with certified gradations at 1500 ton production intervals. The county will also be taking random quality assurance samples. When the county inspector arrives on site, the contractor will cooperate with the county staff member in obtaining a sample. The county will split the sample and retain both halves. County maintenance staff assisting in stockpiling gravel will also be observing the quality of the material being delivered to stockpiles. If there is a question of the material meeting requirements, county maintenance staff will have the authority to contact the County Engineer and stop delivery of material until a quality assurance gradation is run.

If the quality assurance sample does not meet gradation requirements, the county will immediately notify the contractor to take steps to return the material to county specifications. The county will obtain a second quality assurance sample after at least 300 tons has been processed and run a second sample. If the material still does not meet the specified gradation, the County Engineer, at his option, may order deliveries to cease until production returns to specified gradations as shown by supplier's quality control samples and the county's quality assurance samples.

A price adjustment will be assessed for non-complying material. After the failure of the first quality assurance sample to meet gradation requirements, the supplier will have 300 tons to make corrections. If when a second sample is taken, it still fails to meet specifications, a 5% price deduction will be

assessed for the next 300 tons or until the gradation comes back within limits. This price adjustment will be on all material produced and delivered to county stockpiles after the first sample is taken and will be assessed on a minimum of 300 tons of gravel until the next sample is taken by the county. If the follow-up sample meets gradation requirements, payment will resume at bid price for the material. After one sample has failed to meet gradation, and any subsequent samples taken during the total run of production fail to meet county gradation requirements a 10% price deduction from the bid price per ton will be assessed as defined above.

7. The contractor shall hold harmless and indemnify Woodbury County, Iowa and its officers and employees from any and all claims, demands, actions, fines, and judgments for damages arising out of or in connection with any activity of the contractor or any of the contractor's agents or employees under this contract or upon the premises to which this contract applies.

8. The contractor shall abide by and enforce the rules and regulations of the Federal Occupational Safety and Health Act (OSHA), as amended; and the Federal Mine Safety and Health Act (MSHA) of 1977, as amended; and shall comply with all other Federal, State, and County laws and regulations and shall hold the county and the public harmless of any penalties and fines that may be assessed against Woodbury County and/or the public resulting from the contractors operations and/or any other of his activities relative thereto. The haul road within the pit and the access road to the pit shall be considered an integral part of the pit and shall be built and maintained by the contractor to meet the above referenced laws and regulations. Any penalties and/or fines assessed to Woodbury County relative to the contractors operations shall be reimbursed in full to the County by the Contractor prior to final settlement of the contract. An access road is defined as an ingress or egress roadway between the pit and an official county road normally used by the traveling public.

9. The contractor shall bear the full costs of any litigation or other proceedings brought against Woodbury County, Iowa or any of its officers or employees which involves an alleged injury to any employee(s) or agent of the Contractor or to any other person who has been authorized by the contractor to be upon the premises covered by this contract prior to completion of the project, except employees of Woodbury County.

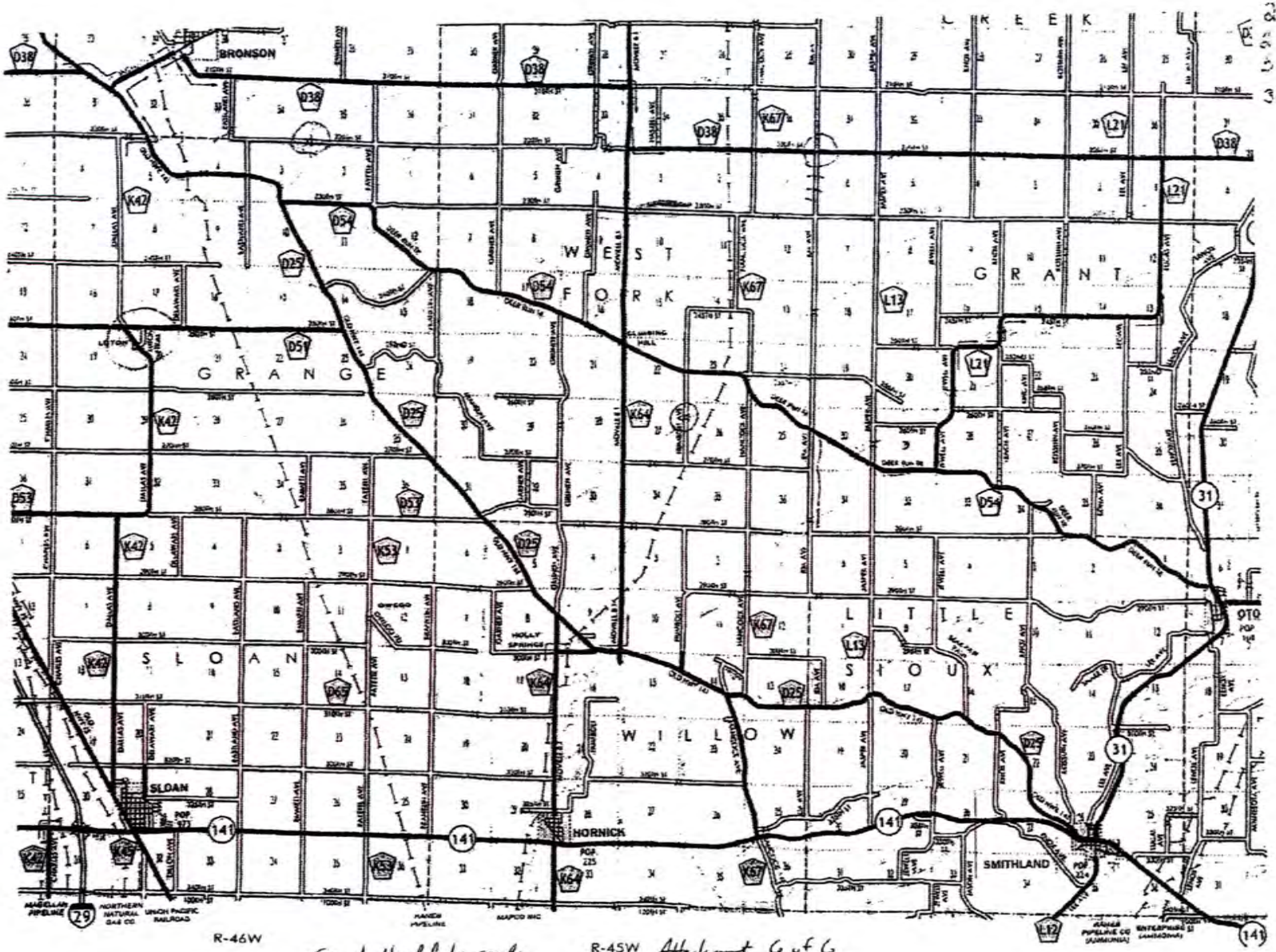
10. <u>Rock delivered directly to roads:</u> 3000 tons of gravel will be hauled directly to roads as shown on the attached map. This corresponds to truck 5 loads per mile. A rock checker will coordinate with trucks to assure delivery to the designated roads. Price per ton delivered will be full payment for gravel and hauling.

I have read and understand the gravel contract special provisions:

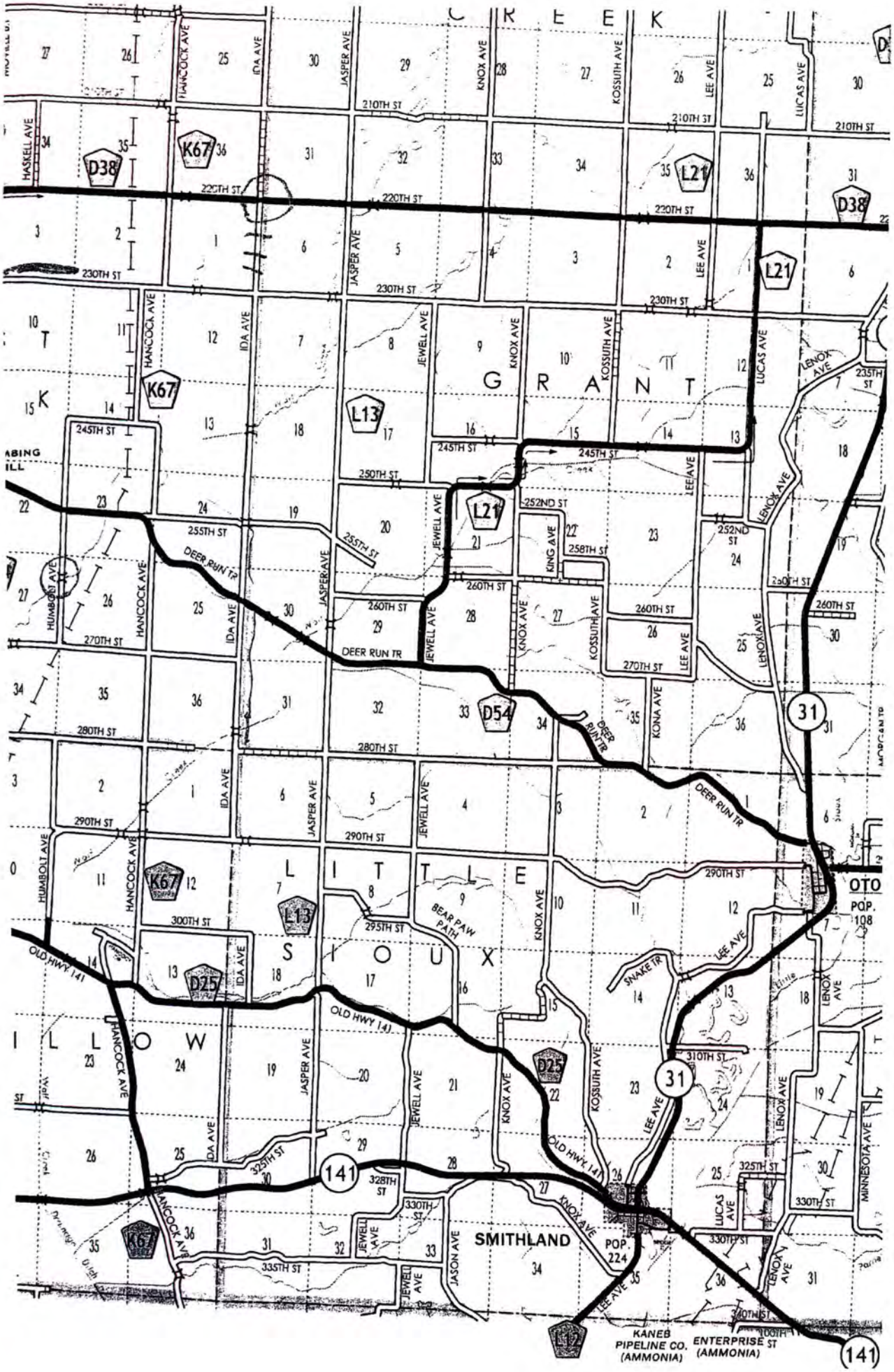
Thomas C. Jennings
Name

8/1/14
Date

Hallett Materials
Representing



Attachment 6 of 6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3000 Ton
C R E E K
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L I T T L E S I O U X
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IDA AVE
JASPER AVE
JEWELL AVE
KNOX AVE
KOSSUTH AVE
LEE AVE
LUCAS AVE
LENOX AVE
HASKELL AVE
HUMBOLDT AVE
JASON AVE
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325TH ST
328TH ST
330TH ST
335TH ST
340TH ST
DEER RUN TR
BEAR PAW PATH
SNAKE TR
OLD HWY 141
D38
K67
L21
L13
D54
D25
L12
31
141
KANEB PIPELINE CO. (AMMONIA)
ENTERPRISE (AMMONIA)

Iowa Department of Transportation
Form 740383 10-93

CONTRACT

Kind of Work Maintenance Gravel Miles

Project No. G-2015-LSP-Peters Pit County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: George W. Boykin, Jaclyn Smith, Mark A. Monson, Larry D. Clausen, and David Tripp, Contracting Authority, and

Hallett Materials of Wall Lake, Iowa, Contractor.

WITNESSETH: That the Contractor, for and in consideration of One Hundred Eighty Seven Thousand Five Hundred and No/100----------Dollars ($ 187,500.00) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Unit Price	Amount

The Standard Specifications of the Iowa Department of Transportation, Highway Division, for Highway and Bridge Construction, Series of 2001, and all applicable current supplemental specifications to date and special provisions shall apply to all work.

Attachments 1 through 4 inclusive form a part of this contract as if contained fully herein.

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

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

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. _G-2015-LSP-Peters Pit in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
After August 15, 2014			

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

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

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the _____ day of _____, 2014

Approved:
IOWA DEPARTMENT OF TRANSPORTATION

By _____
Contracts Engineer

Date _____

Woodbury County, Iowa
Contracting Authority

By _____
George W Boykin Chairperson

Hallett Materials

By _____
Contractor

MAINTENANCE GRAVEL-PETERS PIT QUOTATION
Project G-2015-LSP

ITEM NO.	DESCRIPTION	QUANTITIES	UNIT PRICE	TOTALS
DIVISION 1 Peters (Little Sioux Park) Pit located in Section 11-88-42 Kedron Twp.				
1.	Gravel, (Furnish, crush, screen, and stockpile at pit site Section 11-88-42 Kedron Twp.)	30,000 Tons	$6.25/Ton	$ 187,500.00
	TOTAL Gravel	30,000 Tons		
			CONTRACT TOTAL	$ 187,500.00

Hallett Materials
Jennifer
8/1/14

SPECIAL PROVISIONS

MAINTENANCE GRAVEL

1. The quantities of work as shown in the contract documents are approximate only and are subject to increase or decrease. All quantities of work, whether increased or decreased, are to be performed at the unit prices stipulated in the contract. No adjustment in price will be made on any item of work due to a variance from the contract quantities.

   The contractor shall furnish all necessary machinery, equipment, tools, materials and supplies, labor and shall be capable of providing the means of construction necessary to complete the work. The contractor shall also furnish all granular material where specified in the contract. A scale house, when or where needed, shall be provided along with the scale prior to commencing of weighing. The scale shall be of sufficient size and length to accommodate all tandem axle and smaller trucks. Any other method of weighing shall have prior approval of the County Engineer. Weighing equipment shall meet the requirements of Section 2001.07.

   The contractor will do all "Extra Work" which may be required to complete the contract contemplated at the contract unit prices, or lump sums to be agreed upon in writing before starting such work, or if such prices or sums can not be agreed upon, to perform such work on a force account basis, as provided in the IDOT Standard Specifications.

   The contractor shall perform the work within 100 working days with an EARLIEST STARTING DATE will be of ~~July 1, 2013~~. Once work is started, it shall continue without interruption until completion. August 15, 2014 TG 8/1/14

   The contractor will pay liquidated damages of $100.00 per working day elapsing after the expiration of the contract period accruing until the completion of the work.

2. ~~The contractor shall furnish all equipment for stockpiling, and perform the stockpile work at the sites designated. In addition, the contractor shall furnish all granular material for stockpile items~~ 1 and ~~2 inclusive. The County Engineer will approve the spot for stockpiling at the proposed sites.~~
TG 8/1/14 County to handle all stockpiling at sites. Contractor will stockpile at Little Sioux Park

3. The condition of the roads in the spring will be the controlling factor for starting work on any item. The County Engineer will be the final authority in determining if the haul roads are stable enough for hauling.

4. If gravel deposit is taken from below water, the contractor shall, by pumping, lower the water level below the excavation line a minimum of 24 hours prior to removal of gravel. The working time and size of pump or pumps to be used is to be approved by the County Engineer.

Special Provisions Continued

In the event the pit can not be pumped below the excavation line, the gravel removed from below water shall be stockpiled and permitted to drain for a minimum of 24 hours before crushing. This may require the use of two draglines, one to stockpile gravel taken from below water level and one to feed the crusher.
Gravel furnished by the Contractor shall be crushed pit run material.
The gravel shall be a uniformly graded product complying with the following gradation specification.

Sieve	Percent Passing
1 1/4"	100%
3/4"	80-95%
#4	50-65%
#8	35-50%
#30	10-30%

The depth and location of excavation and quality of acceptable material in each pit is to be determined by the County Engineer.

5. The contractor shall be equipped to work the face of the gravel deposit to uniformly mix the various layers of material.

6. The contractor will present the county with certified gradations at 1500 ton production intervals. The county will also be taking random quality assurance samples. When the county inspector arrives on site, the contractor will cooperate with the county staff member in obtaining a sample. The county will split the sample and retain both halves. County maintenance staff assisting in stockpiling gravel will also be observing the quality of the material being delivered to stockpiles. If there is a question of the material meeting requirements, county maintenance staff will have the authority to contact the County Engineer and stop delivery of material until a quality assurance gradation is run.

   If the quality assurance sample does not meet gradation requirements, the county will immediately notify the contractor to take steps to return the material to county specifications. The county will obtain a second quality assurance sample after at least 300 tons has been processed and run a second sample. If the material still does not meet the specified gradation, the County Engineer, at his option, may order deliveries to cease until production returns to specified gradations as shown by supplier's quality control samples and the county's quality assurance samples.

   A price adjustment will be assessed for non-complying material. After the failure of the first quality assurance sample to meet gradation requirements, the supplier will have 300 tons to make corrections. If when a second sample is taken, it still fails to meet specifications, a 5% price deduction will be assessed for the next 300 tons or until the gradation comes back within limits. This price adjustment will be on all material produced and delivered to county stockpiles after the first sample is taken and will be assessed on a minimum of 300 tons of gravel until the next sample is taken by the county. If the follow-up sample meets gradation requirements, payment will resume at bid price for the material. After

one sample has failed to meet gradation, and any subsequent samples taken during the total run of production fail to meet county gradation requirements a 10% price deduction from the bid price per ton will be assessed as defined above.

7. The contractor shall hold harmless and indemnify Woodbury County, Iowa and its officers and employees from any and all claims, demands, actions, fines, and judgments for damages arising out of or in connection with any activity of the contractor or any of the contractor's agents or employees under this contract or upon the premises to which this contract applies.

8. The contractor shall abide by and enforce the rules and regulations of the Federal Occupational Safety and Health Act (OSHA), as amended; and the Federal Mine Safety and Health Act (MSHA) of 1977, as amended; and shall comply with all other Federal, State, and County laws and regulations and shall hold the county and the public harmless of any penalties and fines that may be assessed against Woodbury County and/or the public resulting from the contractors operations and/or any other of his activities relative thereto. The haul road within the pit and the access road to the pit shall be considered an integral part of the pit and shall be built and maintained by the contractor to meet the above referenced laws and regulations. Any penalties and/or fines assessed to Woodbury County relative to the contractors operations shall be reimbursed in full to the County by the Contractor prior to final settlement of the contract. An access road is defined as an ingress or egress roadway between the pit and an official county road normally used by the traveling public.

9. The contractor shall bear the full costs of any litigation or other proceedings brought against Woodbury County, Iowa or any of its officers or employees which involves an alleged injury to any employee(s) or agent of the Contractor or to any other person who has been authorized by the contractor to be upon the premises covered by this contract prior to completion of the project, except employees of Woodbury County.

I have read and understand the gravel contract special provisions:

Thomas C. Jennings
Name

8-1-14
Date

Hallett Materials
Representing

Woodbury County Secondary Roads Department

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

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

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

SECRETARY
Tish Brice
tbrice@sioux-city.org

WOODBURY COUNTY SECONDARY ROAD DEPARTMENT
PERMIT & AGREEMENT TO PERFORM WORK WITHIN WOODBURY COUNTY RIGHT OF WAY

Name of Permittee: LB Football Auction Fran Carlson Phone No.: 253-2658

Mailing Address: 1581 Charles Ave Lawton

Township: Banner Section:

Woodbury County, State of Iowa, and LB Football Auction / Fran Carlson (hereinafter referred to as property owner, organization or authorized representative) do hereby enter into the following permit and agreement:

1. Woodbury County hereby consents to and grants permission to the property owner, organization or authorized representative, to conduct the following described construction or activities within the right-of-way:

LB Football Auction - road blocks for Ceder St Lawton

2. In consideration of Woodbury County granting said permission and consent, the property owner, organization or authorized representative hereby promises and agrees to the following:

A. The applicant shall carry on the construction, repair and maintenance with serious regard to the safety of the traveling public and adjacent property owners.

B. The property owner, organization or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as but not limited to, signs, lights, and barricades during the day and at night if the roadway will be obstructed. Traffic protection shall be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The Department will loan the required signs to the applicant who shall be responsible for placing the signs and covering or removing when not in use, removal after the work has been completed, and return of the Department owned signs to the Department maintenance facility from which obtained. The applicant shall be responsible for correctly using signs as needed while work is in progress. Flagging operations are the responsibility of the applicant.

C. In placing any drainage structure, no natural drainage course will be altered or blocked.

D. The finished project shall be left in a satisfactory condition subject to the approval of the County Engineer. The traveled portion of the roadway shall not be damaged or disturbed. The property owner, organization or authorized representative assumes all liability and agrees to reimburse Woodbury County for any damage to the roadway or ditch caused by placement of this structure. Permittee is to call County Engineer for upon completion for final inspection.

E. The property owner, organization or authorized representative shall notify all appropriate telephone and utility companies in advance of any excavation and shall check for underground electric or telephone lines.

F. Woodbury County will not assume any of the cost of the construction of the said improvement or structure nor will Woodbury County assume any future costs for maintenance or replacement of said improvement or structure. If in the best interest of Woodbury County, the said improvement or structure may be removed by the County, or may be caused to be removed, without any obligation by Woodbury County to pay damages or cost of replacement.

G. Property owner, organization or authorized representative will reseed and mulch the disturbed areas. Property owner, organization or authorized representative will be responsible for seed, mulch, and labor unless otherwise provided in section L.

H. **The property owner, organization, or authorized representative hereby agrees to hold Woodbury County and the Woodbury County Secondary Road Department, its employees and agents harmless against any and all claims for damages and personal injury arising out of work performed or actions taken by the applicant related to the construction or maintenance of the facility. The applicant further agrees to reimburse the County or the Department for any expenditures that the County or Department may have to make on said highway rights of way on account of said applicant's construction or maintenance activity or other activities or lack thereof. The applicant shall also save Woodbury County and the Woodbury County Secondary Road Department harmless of any damage or losses that may be sustained by the traveling public on account of such construction, repair or maintenance operations, or other activities.**

I. **FAILURE TO CONFORM TO OR TO ACQUIRE A PERMIT IS A VIOLATION OF SECTION 318.8, 2009 CODE OF IOWA.** This permit is subject to any laws now in effect or any laws that may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies. This permit is subject to all the rules and regulations of Woodbury County and the Woodbury County Secondary Road Department.

J. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

K. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Woodbury County Secondary Road Department for any materials removed from the highway right of way described as follows:

_____

_____

L. Woodbury County agrees to provide the following contribution toward completion of this project:

road blocks for Cedar Street Lawton

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the _____ day of _____, 2014.

Entered into this _____ day of _____, 2014.

Ron Careson

Signature of Property Owner or Authorized Representative

_____

Woodbury County Engineer

_____

Chair, Woodbury County Board of Supervisors

TABULATION OF BIDS

LETTING: TUESDAY, AUGUST 14, 2014
10:20 A.M. CDST

PROPANE LETTING
2014-15 SEASON
WOODBURY COUNTY, IOWA

NOTE: IN CASE OF MATHEMATICAL ERROR, UNIT PRICE SHALL GOVERN

PROPOSAL GUARANTY		Western Iowa Coop P. O. Box 106 Hornick, IA 51026		Sapp Bros Petroleum Inc. 129 So. Steuben St. Sioux City, IA 51101		Johnson Propane 960-1st St. Battle Creek, IA 51006		Farmers Cooperative Company 30459 Hwy. 3 LeMars, IA 51031	
	QUANTITIES	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1. PROPANE FUEL FOR PERIOD FROM SEPTEMBER 1, 2014 THROUGH AND INCLUDING AUGUST 31, 2015									
APPROXIMATELY 49,200 GALLONS FURNISH AND DELIVER @ $/GAL.	49,200	$ $/GAL.	$	$ $/GAL.	$	$ $/GAL.	$	$ $/GAL.	$

PROPOSAL GUARANTY		Galva Holstein Ag., LLC 204 E. First St. Holstein, IA 51025		Siouxland Propane Box 188 Ireton, IA 51027		Rodney Propane 2909 Moville Blacktop Hornick, IA 51026			
	QUANTITIES	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1. PROPANE FUEL FOR PERIOD FROM SEPTEMBER 1, 2014 THROUGH AND INCLUDING AUGUST 31, 2015									
APPROXIMATELY 49,200 GALLONS FURNISH AND DELIVER @ $/GAL.	49,200	$ $/GAL.	$	$ $/GAL.	$	$ $/GAL.	$	$ $/GAL.	$

TABULATION OF BIDS

LETTING: TUES. 8/12/14 CALCIUM CHLORIDE LETTING
10:25 AM CDST 2014-2015 SEASON
WOODBURY COUNTY, IOWA

NOTE: IN CASE OF MATHEMATICAL ERROR, UNIT PRICE SHALL GOVERN

		Egan Supply 13838 Industrial Omaha, NE 68127		Univar USA, Inc. 7050 W. 72st. St. Bedford Park, IL 60638		Scotwood Industries, Inc. 12980 Metcalf Ave. Overland Park, KS 66213	
PROPOSAL GUARANTY							
	QUANTITIES	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
CALCIUM CHLORIDE							
22.5 TONS AT MOVILLE	22.5	$	$	$	$	$	$
22.5 TONS AT OTO	22.5	$	$	$	$	$	$
22.5 TONS AT CORRECTIONVILLE	22.5	$	$	$	$	$	
22.5 TONS AT HORNICK	22.5	$	$	$	$	$	$
TOTAL WOODBURY COUNTY 90 TON	90		$	$	$	$	$

		Farmers Feed & Supply 602 Main St Boyden, IA 51234		Jerico Service Inc. 1506 N. 14th St Indianola, IA 50125		Borngaars 1805 Zenith Drive Sioux City, IA 51103	
PROPOSAL GUARANTY							
	QUANTITIES	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
CALCIUM CHLORIDE							
22.5 TONS AT MOVILLE	22.5	$	$	$	$	$	$
22.5 TONS AT OTO	22.5	$	$	$	$	$	$
22.5 TONS AT CORRECTIONVILLE	22.5	$	$	$	$	$	
22.5 TONS AT HORNICK	22.5	$	$	$	$	$	$
TOTAL WOODBURY COUNTY 90 TON	90		$	$	$	$	$

PROPOSAL GUARANTY	QUANTITIES	Harcos Chemical, Inc. 9000 F. Street Omaha, NE 68127		White Front Sales 4290 Dodge St. Dubuque, IA 52003		Marx Distribution 2400 3rd St. Sioux City, IA 51101	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
CALCIUM CHLORIDE							
22.5 TONS AT MOVILLE	22.5	$	$	$	$	$	$
22.5 TONS AT OTO	22.5	$	$	$	$	$	$
22.5 TONS AT CORRECTIONVILLE	22.5	$	$	$	$	$	
22.5 TONS AT HORNICK	22.5	$	$	$	$	$	$
TOTAL WOODBURY COUNTY 90 TON	90	$	$	$	$	$	$

AUG 5 2014 PM1:41

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF SIOUX CITY, IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 2 TO THE AMENDED AND RESTATED DONNER PARK URBAN RENEWAL PLAN FOR THE DONNER PARK URBAN RENEWAL AREA OF THE CITY OF SIOUX CITY, IOWA

The City of Sioux City, Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 3:30 P.M., August 12, 2014 in Room 306, City Hall, 405 Sixth Street, Sioux City, Iowa concerning a proposed Amendment No. 2 to the Amended and Restated Donner Park Urban Renewal Plan for the Donner Park Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in said Amended Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Manager (or his designee) as the designated representative of the City of Sioux City, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 2 to the Amended Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Sioux City, Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this 4th day of August, 2014

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

(END OF NOTICE)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF THE PROPOSED AMENDMENT NO. 2 TO THE AMENDED AND RESTATED DONNER PARK URBAN RENEWAL PLAN FOR THE DONNER PARK URBAN RENEWAL AREA OF THE CITY OF SIOUX CITY, IOWA

The City Council of the City of Sioux City, Iowa, will hold a public hearing before itself at its meeting which commences at 4:00 P.M. on September 8, 2014, in the Council Chambers, City Hall, Sioux City, Iowa to consider adoption of the proposed Amendment No. 2 to the Amended and Restated Donner Park Urban Renewal Plan (the "Amended Plan") for the existing Donner Park Urban Renewal Area ("Project Area").

A copy of Amendment No. 2 to the Amended Plan is on file for public inspection in the office of the City Clerk, City Hall, Sioux City, Iowa.

The purpose of the Amendment No. 2 to the Amended Plan is to further update certain provisions of the Amended Plan to conform to current City objectives, planning initiatives and program activities for the Project Area.

The general scope of the urban renewal activities under consideration in the Amended Plan is to convey land and enter into development agreements for new development and the redevelopment of existing commercial buildings and land for commercial residential and mixed use purposes in order to encourage investment and strengthen the area economy. This activity may involve grants, rebates, loans or other incentives funded by tax increment financing. Specifically, the amendment addresses the following proposed urban renewal projects:

The purchase of land and construction of a building for John P. Goldsmith, Jr. located at 2661 Boulevard of Champions, Sioux City, Iowa.

Capital Project for Fiscal Year 2015: Line Drive Extension Improvement Project

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This Notice is given by order of the City Council of Sioux City, Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this 4th day of August, 2014.

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

Publish in the Sioux City Journal August 30, 2014.

(END OF NOTICE)

AMENDMENT NO. 2

TO THE
AMENDED AND RESTATED DONNER PARK URBAN RENEWAL PLAN

FOR THE
DONNER PARK URBAN RENEWAL AREA

CITY OF SIOUX CITY, IOWA

AMENDMENT NO. 2

AMENDED AND RESTATED DONNER PARK URBAN RENEWAL PLAN
CITY OF SIOUX CITY, IOWA

The Amended and Restated Donner Park Urban Renewal Plan ("Plan") for the Donner Park Urban Renewal Area ("Area" or "Urban Renewal Area"), originally adopted December 7, 1987 pursuant to Resolution No. 87/T-6002 and restated and amended as set out in **Exhibit A** attached hereto and incorporated by this reference, is being further amended to add and/or confirm a proposed project to be undertaken within the Urban Renewal Area ("Amendment"). No land is being added to the Area by this Amendment.

Except as modified by this Amendment, the provisions of the Amended and Restated Amended Donner Park Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

PROPOSED URBAN RENEWAL PROJECTS

The following new subsection (b) to Section E (1) is added to the Plan as follows:

E. Urban Renewal Projects

1. Development Agreements

   b. Southbridge Area Development – Construction of an approximate 6,750 square foot building on property located at 2661 Boulevard of Champions.

      The City is considering entering into a Development Agreement with a private developer, by which the City would, subject to the terms and conditions of a negotiated Development Agreement, provide certain property tax rebates in an amount up to $150,000 to assist with the purchase of land at 2661 Boulevard of Champions and construction of a building approximately 6,750 square feet in size with appropriate storm water facilities, landscaping and payment to meet City standards.

DEBT

1.	July 1, 2014 constitutional debt limit:	$193,629,706
2.	Outstanding general obligation debt:	$113,890,000
3.	It is estimated that the cost of the economic development rebate grant will be approximately:	$150,000

The following new subsection (c) to Section E (2) is added to the Plan as follows:

E. Proposed Urban Renewal Projects

2. Public Improvements:

c. The City has designated the following improvement project through its Capital Project for Fiscal Year 2015: Line Drive Extension Improvements Project.

DEBT

1.	July 1, 2014 constitutional debt limit:	$193,629,706
2.	Outstanding general obligation debt:	$127,815,349
3.	Proposed amount of indebtedness to be incurred: It is estimated that the cost of the proposed infrastructure improvements, improvement projects and land acquisition as described above will be approximately as follows: • Line Drive Extension Improvement Project	 $220,000.00

PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property.

URBAN RENEWAL PLAN AMENDMENTS

The Plan may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding urban renewal projects, or to modify goals or types of renewal activities. The City Council may amend this Plan in accordance with applicable state law.

EFFECTIVE DATE

This Urban Renewal Plan Amendment No. 2 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code.

REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A

AMENDED AND RESTATED DONNER PARK URBAN RENEWAL PLAN HISTORY

By virtue of Resolution No. 2013-0877, passed and approved on the 25th day of November, 2013, the City Council of the City of Sioux City, Iowa, approved and adopted the Amended and Restated Donner Park Urban Renewal Plan and subsequent amendment to the same on May 5, 2014, pursuant to Resolution No. 2014-0273.

Previous resolutions pertaining to the Donner Park Urban Renewal Plan:

Resolution No. 87/T-6002 passed and approved December 7, 1987
Resolution No. 88/T-6760 passed and approved September 12, 1988
Resolution No. 91/T-9955 passed and approved June 10, 1991
Resolution No. 92/U-549 passed and approved October 12, 1992
Resolution No. 93/U-1656 passed and approved December 20, 1993
Resolution No. 94/U-2783 passed and approved December 19, 1994
Resolution No. 97/U-5267 passed and approved March 24, 1997
Resolution No. 2009-0679 passed and approved August 24, 2009
Resolution No. 2010-0670 passed and approved September 13, 2010
Resolution No. 2012-0842 passed and approved December 10, 2012
Resolution No. 2013-0377 passed and approved May 13, 2013

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT

DATE	Day	DAILY TOTAL	LEC	ELECTRONIC MONITORING	PRAIRIE HILLS	FEDERAL PRISONERS
8/2/14	Saturday	218	209	9	0	24
8/3/14	Sunday	223	214	9	0	24
8/4/14	Monday	226	217	9	0	24
8/5/14	Tuesday	194	184	10	0	25
8/6/14	Wednesday	207	189	10	8	25
8/7/14	Thursday	223	207	10	6	21
8/8/14	Friday	227	210	11	6	21
		1518	**1430**	**68**	**20**	164

WOODBURY COUNTY JUVENILE DETENTION CENTER

Trosper-Hoyt Bldg.
822 Douglas St. - 4th Floor
Sioux City, Iowa 51101

Phone 712-279-6622
Email: molsen@sioux-city.org
Fax 712-234-2900

	6:00 a.m.	6:00 p.m.
July, 2014		
July 28, 2014		**16**
July 29, 2014	**16**	**16**
July 30, 2014	**16**	**16**
July 31, 2014	**16**	**16**
August, 2014	**16**	**16**
August 1, 2014	**18**	**18**
August 2, 2014	**18**	**18**
August 3, 2014	**19**	**19**
August 4, 2014	**19**	

The Center averaged 18.3 residents per day during the 6:00 a.m. head count and 17.9 during the 6:00 p.m. count for a weekly average of 18.1 residents per day during the above week.

Of the nineteen residents detained on August 4, 2014 four or twenty one percent were identified gang members. Of the four zero were considered hard-core members.

We are currently detaining three juveniles from the BIA and six from Dakota County.

Mark Olsen
Director
WCJDC
August 4, 2014