NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(NOVEMBER 24, 2015) (WEEK 48 OF 2015)

Agenda and Minutes also available at
www.woodburycountyiowa.gov

Larry D. Clausen	Mark A. Monson	Jaclyn D. Smith	Jeremy J. Taylor	Matthew A. Ung
389-5329	204-1015	898-0477	259-7910	490-7852
lclausen@woodburycountyiowa.gov	mark@mudflap.com	jasmith@woodburycountyiowa.gov	jtaylor@woodburycountyiowa.gov	matthewung@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held November 24, 2015 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 for speakers.

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

AGENDA

4:30 p.m.	1. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence	
	2. Citizen Concern	Information
	3. Approval of the agenda November 24, 2015	Action
	4. Approval of the minutes of the November 17, 2015 meeting	Action
	5. Discussion and approval of claims	
	6. Human Resources – Ed Gilliland	
	a. Approval of Memorandum of Personnel Transactions	Action
	b. Wellmark Specialty Pharmacy and Pharmacy Management, Discussion and Action	Action
	7. Board Administration/Public Bidder – Karen James	
	a. Approval of resolution for a tax suspension for J. T.	Action
4:35 p.m. (Set time)	b. Public Hearing and sale of property Parcel #059190 (aka 1420 Center St.)	Action
4:37 p.m. (Set time)	c. Public Hearing and sale of property Parcel #185250 (aka 3508 W. 5th St.)	Action
	d. Approval of resolution for sale of property Parcel #245685	Action
	e. Approval of resolution for sale of property Parcel #034995	Action
	f. Approval of resolution for sale of property Parcel #178860	Action

8. Discussion on agreement with US Attorney's Office regarding Special Assistant US Attorney for Drug Prosecutions — Information

9. City of Correctionville
   Discussion and approval of a Joint City/County Agreement with the City of Correctionville for creation of the Nelle Bell Urban Renewal Area — Action

10. Building Services – Kenny Schmitz
    a. Renovate existing elevators in Woodbury County Courthouse — Action
    b. Approval of Woodbury County LED Project Contract Documents — Action

11. Secondary Roads – Mark Nahra
    a. Consideration of permits for work within the Highway Right of Way for Leo Jochum to clean a county road ditch — Action
    b. Consideration of permits for work within the Highway Right of Way for Farmer's Drainage District to clean a county road ditch/Lateral E. — Action
    c. Consider resolution to place or change embargos on county bridges — Action

12. Board of Supervisors – Jackie Smith
    Obligate LOST funds to The Siouxland Initiative — Action

Recess Board of Supervisors Meeting
Convene Wolf Creek Drainage District

13. Consideration of request for repair to drainage district improvements in the Wolf Creek Drainage District — Action

Adjourn Wolf Creek Drainage District
Continue Board of Supervisors Meeting

14. Reports on committee meetings — Information

15. Citizen's Concerns — Information

16. Board Concerns and Comments — Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

MONDAY, NOVEMBER 23	**6:00 p.m.**	Zoning Commission Meeting, Board of Supervisors' Chambers
	6:30 p.m.	Danbury Town Hall Meeting, Danbury, Iowa
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Moville, Iowa.
TUESDAY, NOVEMBER 24	**2:00 p.m.**	Decat Board Meeting, Western Hills AEA, Room F
	1:30 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
TUESDAY, DECEMBER 1	**4:45 p.m.**	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, DECEMBER 2	**12:00 noon**	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, DECEMBER 3	**5:00 p.m.**	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone
MONDAY, DECEMBER 7	**6:00 p.m.**	Board of Adjustment meeting, Board of Supervisors' Chambers Park
WEDNESDAY, DECEMBER 9	**8:05 a.m.**	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
THURSDAY, DECEMBER 10	**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, DECEMBER 15	**4:30 p.m.**	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
WEDNESDAY, DECEMBER 16	**12:00 noon**	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
	10:00 a.m.	Senior Center Board of Directors Meeting, 313 Cook Street
THURSDAY, DECEMBER 17	**11:00 a.m.**	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 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.

#4

NOVEMBER 17, 2015 — FORTYSEVENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPER

The Board of Supervisors met on Tuesday, November 17, 2015 at 4:00 p.m. Board members present Monson, Ung, Taylor and Smith. Staff members present were Karen James, Board Administrative Co Butler, Finance/Operations Controller, Ed Gilliland, Human Resources Director, Gloria Mollet, Assistant Human Resources Director and Patrick Gill, Auditor/Clerk to the Board.

1. The meeting was called to order – Pledge of Allegiance to the Flag – Moment of Silence.

2. Citizen concern.

3. Motion by Taylor second by Ung to approve the Agenda for November 17, 2015. Carried 5-0. Copy filed.

4. Motion by Taylor second by Ung to approve the minutes of the November 10, 2015 Board meeting. Carried 5-0. Copy filed.

5. Motion by Ung second by Taylor to approve the claims totaling $570,789.15. Carried 5-0. Copy filed.

6. Presentation of Resolution thanking and commending Pastor Edgar Rodriquez for service to Woodbury County. Copy filed.

7a. Motion by Clausen second by Taylor to approve the separation of Christopher Burke, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 10-22-15. Resignation.; the separation of Shannon Gehrig, Case Manager, Social Services Dept., effective 11-30-15. Resignation.; the separation of Kerri Brown, Case Manager, Social Services Dept., effective 12-01-15. Resignation.; and the separation of Jennifer Kvidera, Case Manager, Social Services Dept., effective 12-01-15. Resignation. Carried 5-0. Copy filed.

7b. Motion by Taylor second by Ung to authorize the Chairman to sign the Authorization to initiate the hiring process for P/T Courthouse Safety & Security Officer, County Sheriff Dept., Comparability w/AFSCME Grade 3: $15.26-$16.76/hour.; and (4) Temporary Equipment Operators, Secondary Roads Dept., Wage Plan: $21.13/hour. Carried 5-0. Copy filed.

7c. Motion by Ung second by Taylor to receive for signatures a Resolution thanking and commending Alvis Wessling for his service to Danbury and Woodbury County. Carried 5-0.

RESOLUTION #12,298
A RESOLUTION THANKING AND COMMENDING
ALVIS WESSLING
FOR HIS SERVICE TO DANRUY & WOODBURY COUNTY

WHEREAS, Alvis Wessling has demonstrated himself to be an outstanding citizen of Woodbury County by giving back to the community of Danbury; and

WHEREAS Alvis Wessing has increased the pride and quality of life in the community of Danbury; and

WHEREAS, we posthumously honor Alvis Wessling for all his contributions; and

WHEREAS, Alvis Wessling provided funding for many years to many community programs and institutions; and NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of the Board thank and commend Alvis Wessling for his years of service to Woodbury County; and

BE IT FURTHER RESOLVED, that it is the wish of all those signing below that the future hold only the best for the residents of Danbury in his memory.

BE IT SO RESOLVED this 17th day of November, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

7d. Motion by Monson second by Ung to approve Work Agreement between Woodbury County & Siouxland District Health Department for vending machine assessment. Carried 4-1; Taylor opposed. Copy filed.

8a. Motion by Clausen second by Taylor to approve and authorize the Chairperson to sign a Resolution to approve petition for suspension of taxes for Mary Jane Keck, 5115 Morningside Ave., parcel #884705212018. Carried 5-0.

WOODBURY COUNTY, IOWA
RESOLUTION #12,299
RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES

WHEREAS, Mary Jane Keck, is the titleholder of property located at 5115 Morningside Ave., Sioux City, IA, Woodbury County, Iowa, and legally described as follows:

Parcel # 8847 05 212 018

MORNINGSIDE EX E 6 FT LOT 11 BLK 21 LOT 12 BLK 21

WHEREAS, Mary Jane Keck, is the titleholder of the aforementioned properties have petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2009 Iowa Code section 427.9, and

WHEREAS, the Board of Supervisors recognizes from documents provided that the petitioner is unable to provide to the public revenue; and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby grants the request for a suspension of taxes, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this property.

SO RESOLVED this 17th day of November, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

8c. Motion by Monson second by Smith to approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #389580, 1407 28th St., Sioux City. Carried 5-0.

RESOLUTION #12,300
NOTICE OF PROPERTY SALE

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

Lot Eight Sioux Replat, Peirces Addition, City of Sioux City, Woodbury County, Iowa (1407 28th 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 **1st Day of December, 2015 at 4:35 o'clock p.m.** in the basement 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 **1st Day of December, 2015,** 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 $18.00** plus recording fees.

Dated this 17th Day of November, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

8b. Motion by Smith second by Clausen to approve going forward with RFP for annual audit for Fiscal Years 2016, 2017, 2015, 2019, and 2020. Carried 5-0. Copy filed.

9. The County Auditor presented a resolution designating certain county employees required to commute with county owned vehicles to the Board for their consideration.

10. Motion by Clausen second by Taylor to approve the Woodbury County Policy for Drainage District Administration, Maintenance, and Repair. Carried 5-0. Copy filed.

11. Information on invest in the Siouxland Initiative. Copy filed.

12. Motion by Ung second by Taylor to approve the adopting of the creation of committees and that all existing committees for a special purpose be directed to submit the form within two weeks to remain authorized and the Auditor's office be directed to maintain committee information and attachments and to post the same on the Board of Supervisors section of the County website to increase transparency. Carried 5-0. Copy filed.

13. There was a discussion on participation by Board Members on a regional board. Copy filed.

15. Jim Rixner, Siouxland Mental Health Center Director, discussed Woodbury County Mental Health issues with the Board.

16. There were Board concerns and comments offered.

The Board adjourned the regular meeting until November 24, 2015.

Meeting sign in sheet. Copy filed.

#69

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: 11-19-15

Weekly Agenda Date: 11-24-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Memorandum of Personnel Transactions

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

WORDING FOR AGENDA ITEM: Approval of Memorandum of Personnel Transactions

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Approve the Memorandum of Personnel Transactions

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: November 24, 2015

*** 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
Holden, Steven	Building Services	12-06-15	Maintenance Tech.	$21.13/hour	10%=$2.00hr.	R	Per AFSCME Courthouse Contract agreement, from Grade 4/Step 4 to Grade 4/Step 5.
Erickson, Wendy	County Sheriff	12-11-15	P/T Courthouse Safety & Security Officer	$17.68/hour	5%=$.92/hr	R	Per Wage Comparability with AFSCME Courthouse Contract, from Grade 3/Step 3 to Grade 3/Step 4.

APPROVED BY BOARD DATE: _____

GLORIA MOLLET, ASST. HR DIRECTOR: Gloria Mollet

WOODBURY COUNTY

HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County

FROM: Ed Gilliland, Human Resources Director
Gloria Mollet, Human Resources Assistant Director
gmollet

SUBJECT: Memorandum of Personnel Transactions

DATE: November 24, 2015

For the November 24, 2015 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1) Building Services Maintenance Tech., from Grade 4/Step 4 to Grade 4/Step 5.
2) County Sheriff P/T Courthouse Safety & Security Officer, from Grade 3/Step 3 to Grade 3/Step 4.

Thank you

#16b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: 11-19-15

Weekly Agenda Date: 11-24-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Wellmark Specialty Pharmacy and Pharmacy Management

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

WORDING FOR AGENDA ITEM: Wellmark Specialty Pharmacy and Pharmacy Management, Discussion and Action.

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Approve Wellmark Pharmacy and Pharmacy Management.

Approved by Board of Supervisors March 3, 2015.

From Ed Gilliland

To Woodbury County Board of Supervisors

November 19, 2015

Re: Woodbury County Medical Plan

The purpose of this communication is to relay information on what is needed in the Medical Plan for the 2016 calendar year.

We are always looking at ways to tweak the health plan to lower cost or improve service without hurting the benefits or violating any provisions of the Collective Bargaining Agreements.

One of the areas we can affect is the management of claims. If we make a slight modification to the management (not coverage) of specialty meds we will see first year savings and long term savings with little inconvenience for the people utilizing these medications.

The savings can range from modest to thousands each year for each script.

In other news, we will see an increase in Administrative Fees this year since the honeymoon period runs out December 31, 2015. We were seeing lower costs in Administrative Fees that reflected First Administrators old fees, but did not reflect the fees that Wellmark BCBS would receive. Are we better off than we were with First Administrators? Yes, unequivocally.

We will continue to look to Wellmark and their new Rx vendor or PBM (Pharmacy Benefits Manager), Caremark to offer or work with us to manage claims and customer service as effectively and efficiently as possible.

Today we are asking for approval of using a local Specialty Med provider exclusively after the first fill of a Specialty Med and we are looking to approve renewal of the current benefits. We are also looking for your consent to continue to look for ways to control costs that do not affect the underlying benefit structure (required by the Collective Bargaining Agreements).

#7a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: November 19 2015

Weekly Agenda Date: November 24, 2015

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

SUBJECT: Tax Suspension

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☐

WORDING FOR AGENDA ITEM: Approval of resolution for a tax suspension for J. T.

EXECUTIVE SUMMARY: Please consider this request for a tax suspension for J. T. If the Board approves this request, the suspension resolution requires the chairman's signature.

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION: Motion to approve resolution for a tax suspension for J. T.

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.

#76

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #059190

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

W 98 feet of Lot Twelve in Block Nineteen, North Sioux City Addition, Sioux City, Woodbury County, Iowa
(1420 Center 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 **24th Day of November, 2015 at 4:35 o'clock p.m.** in the basement 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 **24th Day of November, 2015**, 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 $100.00** 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 10th Day of November, 2015.

ATTEST:

Patrick F. Gill
Woodbury County Auditor
and Recorder

WOODBURY COUNTY BOARD OF SUPERVISORS

Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Ben Fish Tire **Date:** 9-21-15

Address: 1400 Center St. **Phone:** 258-0653

Address or approximate address/location of property interested in:

1420 Center St.

GIS PIN # 8947 20 387 001

***This portion to be completed by Board Administration ***

Legal Description:

W 85 ft Lot 12 Block 39, North Sioux City Addition

Tax Sale #/Date: _____ **Parcel #** _____

Tax Deeded to Woodbury County on: 7-28-06 by Quitclaim deed

Current Assessed Value: **Land** $3,100 **Building** 0 **Total** $3,100

Approximate Delinquent Real Estate Taxes: —

Approximate Delinquent Special Assessment Taxes: —

***Cost of Services:** —

Inspection to: Mark Monson **Date:** 9-21-15

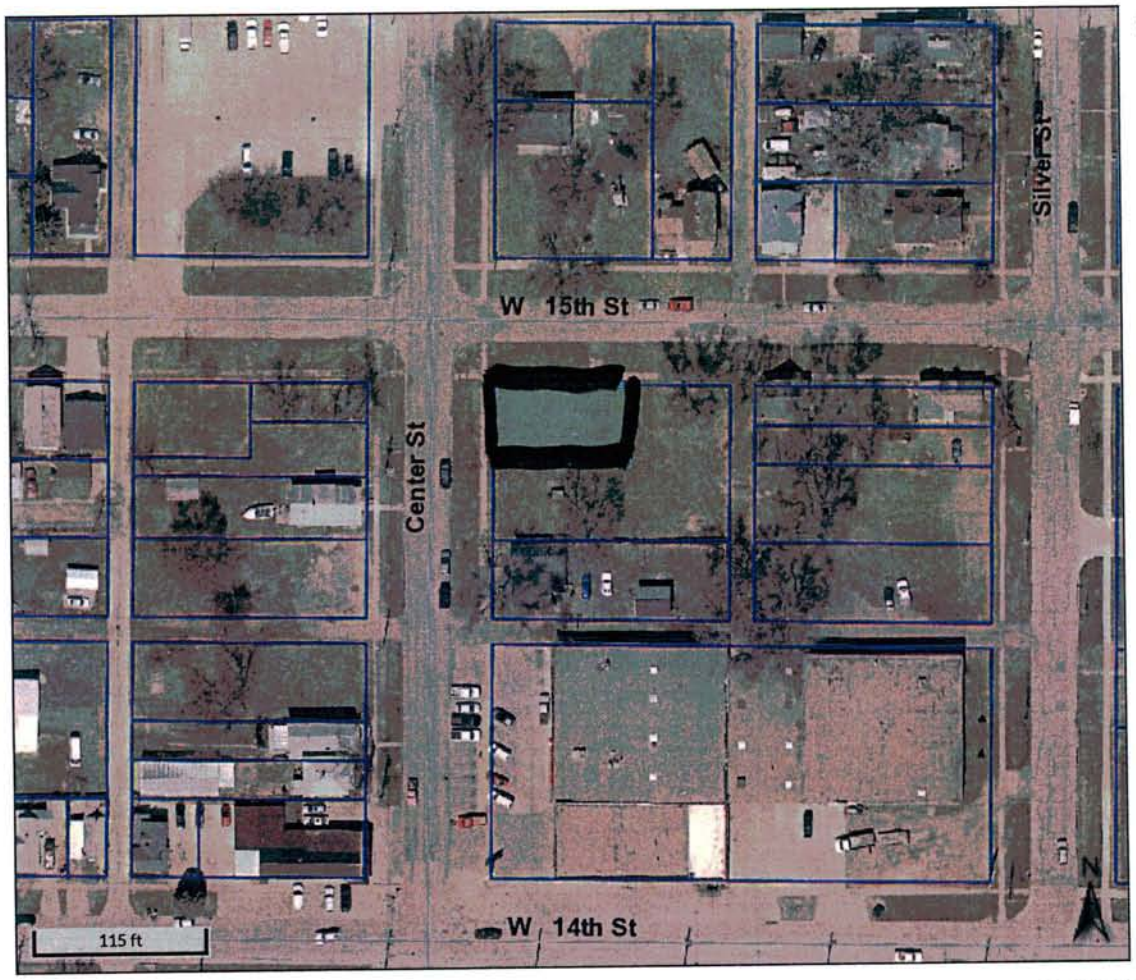
Minimum Bid Set by Supervisor: $100

Date and Time Set for Auction: _____

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

(MinBidReq/MSWord)

Beacon™ Woodbury County, IA / Sioux City



Overview

Legend

- Roads
- Corp Boundaries
- Townships
- Sections

Residential Sales

- 2013
- 2014
- 2015
- Parcels

Parcel ID	894720387001	**Alternate ID**	059190	**Owner Address**	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	**Class**	C		620 DOUGLAS ST
Property Address	1420 CENTER ST	**Acreage**	n/a		SIOUX CITY, IA 51101-0000
	SIOUX CITY				

District 087 SC LL SIOUX CITY COMM

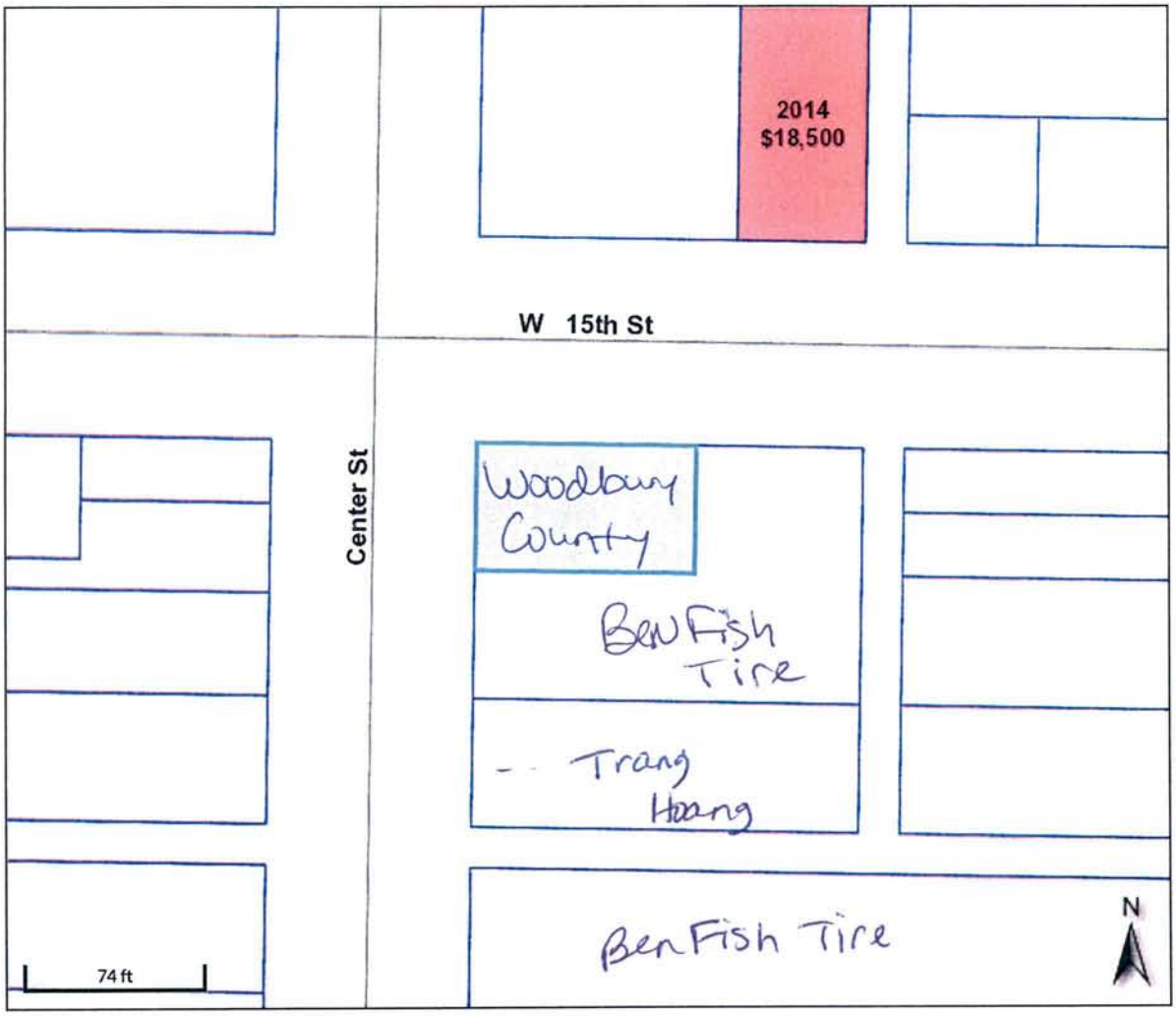
Brief Tax Description NORTH SIOUX CITY
W 85 FT LOT 12 BLK 3
9

(Note: Not to be used on legal documents)

Date created: 9/21/2015
Last Data Upload: 9/19/2015 12:21:28 AM

Developed by
The Schneider Corporation

Beacon™ Woodbury County, IA / Sioux City



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Residential Sales

- 2013
- 2014
- 2015
- Parcels

Parcel ID	894720387001	**Alternate ID**	059190	**Owner Address**	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	**Class**	C		620 DOUGLAS ST
Property Address	1420 CENTER ST	**Acreage**	n/a		SIOUX CITY, IA 51101-0000
	SIOUX CITY				
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	NORTH SIOUX CITY				
	W 85 FT LOT 12 BLK 3				
	9				

(Note: Not to be used on legal documents)

Date created: 11/4/2015
Last Data Upload: 11/3/2015 11:30:13 PM

Developed by
The Schneider Corporation

#7C

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #185250

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

Lot Nineteen, in Block Three, Golf View Addition to Sioux City in the County of Woodbury and State of Iowa
(3508 W. 5th 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 **24th Day of November, 2015 at 4:37 o'clock p.m.** in the basement 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 **24th Day of November, 2015**, 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 $334.00** 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 10th Day of November, 2015.

ATTEST:

Patrick F. Gill
Woodbury County Auditor
and Recorder

WOODBURY COUNTY BOARD OF SUPERVISORS

Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Andrew Hoffman Date: 11/1/15

Address: 3518 W. 5th St. Phone: 301-8096

Address or approximate address/location of property interested in:

3508 W. 5th St.

GIS# 8948 25209005

*This portion to be completed by Board Administration *

Legal Description:

Lot 19, in Block 3, Golf View Addition to Sioux City in the County of Woodbury and State of Iowa

Tax Sale #/Date: #964 6/18/2012 Parcel # 185250

Tax Deeded to Woodbury County on: 3/24/15

Current Assessed Value: Land $8,500- Building $0 Total $8,500-

Approximate Delinquent Real Estate Taxes: $462-

Approximate Delinquent Special Assessment Taxes: —

*Cost of Services: $134-

Inspection to: George Boykin Date: 8/1/14

Minimum Bid Set by Supervisor: $200- plus cost of services $134- Total: $334-

Date and Time Set for Auction: November 24th @ 4:37

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

(MinBidReq/MSWord)

Beacon™ Woodbury County, IA / Sioux City

Overview

Legend

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- Sections

Residential Sales

- 2013
- 2014
- 2015
- Parcels

Parcel ID	894825209005	**Alternate ID**	185250	**Owner Address**	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	**Class**	R		WOODBURY COUNTY COURTHOUSE
Property Address	3508 W 5TH ST	**Acreage**	n/a		620 DOUGLAS ST
	SIOUX CITY				SIOUX CITY, IA 51101-0000

District 139 SC COMM LL HIGHLAND PARK - LL

Brief Tax Description GOLF VIEW
LOT 19 BK 3
(Note: Not to be used on legal documents)

Date created: 11/6/2015
Last Data Upload: 11/5/2015 10:34:36 PM

Developed by
The Schneider Corporation

Beacon™ Woodbury County, IA / Sioux City

Overview

Legend

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- Townships
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Residential Sales

- 2013
- 2014
- 2015
- Parcels

Parcel ID	894825209005	**Alternate ID**	185250	**Owner Address**	WOODBURY COUNTY WOODBURY COUNTY COURTHOUSE 620 DOUGLAS ST SIOUX CITY, IA 51101-0000
Sec/Twp/Rng	0-0-0	**Class**	R		
Property Address	3508 W 5TH ST SIOUX CITY	**Acreage**	n/a		
District	139 SC COMM LL HIGHLAND PARK - LL				
Brief Tax Description	GOLF VIEW LOT 19 BK 3 (Note: Not to be used on legal documents)				

Date created: 11/6/2015
Last Data Upload: 11/5/2015 10:34:36 PM

Developed by
The Schneider Corporation

#74

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #245685

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

All that part of Quarter Block Two (2) in Block Nine (9), Higman's Addition to Sioux City, described as follows: Commencing at the Northeast corner of said Quarter Block Two, thence West along the North line of said property for a distance of One hundred forty-seven and six tenths feet to the East line of abutting alley; thence South along the East line of said alley for a distance of Twenty-three and five tenths feet; thence East along the center of cement walk (which sidewalk is a Two feet in width), and continuing said line to the West line of Pierce Street, which distance is One hundred forty-seven and six tenths feet; thence North along the West line of Pierce Street for a distance of Twenty-four feet to the place of beginning, together with an easement for sidewalk purposes on and over the South One foot of the North Twenty-four and five tenths feet to be used in common with a like easement for sidewalk purposes (with adjoining property owners) on and over the South One foot of the North Twenty-three and five tenths feet of Quarter Block Two in Block Nine of Higman's Addition to City of Sioux City, Woodbury County, Iowa
(1611 Pierce 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 **8th Day of December, 2015 at 4:35 o'clock p.m.** in the basement 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 **8th Day of December, 2015**, 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 $195.00** 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 24th Day of November, 2015.

ATTEST:

Patrick F. Gill
Woodbury County Auditor
and Recorder

WOODBURY COUNTY BOARD OF SUPERVISORS

Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Danny Robinson Date: 4/8/15

Address: 1515 Goldie Ave Phone: 281-8972

Address or approximate address/location of property interested in:

1611 Pierce Street

GIS# 894721355023

*This portion to be completed by Board Administration *

Legal Description:

Higmens Addition N. 23.5 ft W & N 24 ft E end Lot 2 Block 9 Sioux City and Woodbury County, Iowa

Tax Sale #/Date: 1099 6/17/2013 Parcel # 245685

Tax Deeded to Woodbury County on: 11/9/15

Current Assessed Value: Land $11,500⁻ Building Ø Total $11,500⁻

Approximate Delinquent Real Estate Taxes: $146⁻

Approximate Delinquent Special Assessment Taxes: $4,110⁻

*Cost of Services: $145⁻

Inspection to: Mark Monson Date: 4/8/15

Minimum Bid Set by Supervisor: $50 plus cost of services $145. Total: $195⁻

Date and Time Set for Auction:

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

(MinBidReq/MSWord)

001 - 47279

Woodbury County, IA / Sioux City

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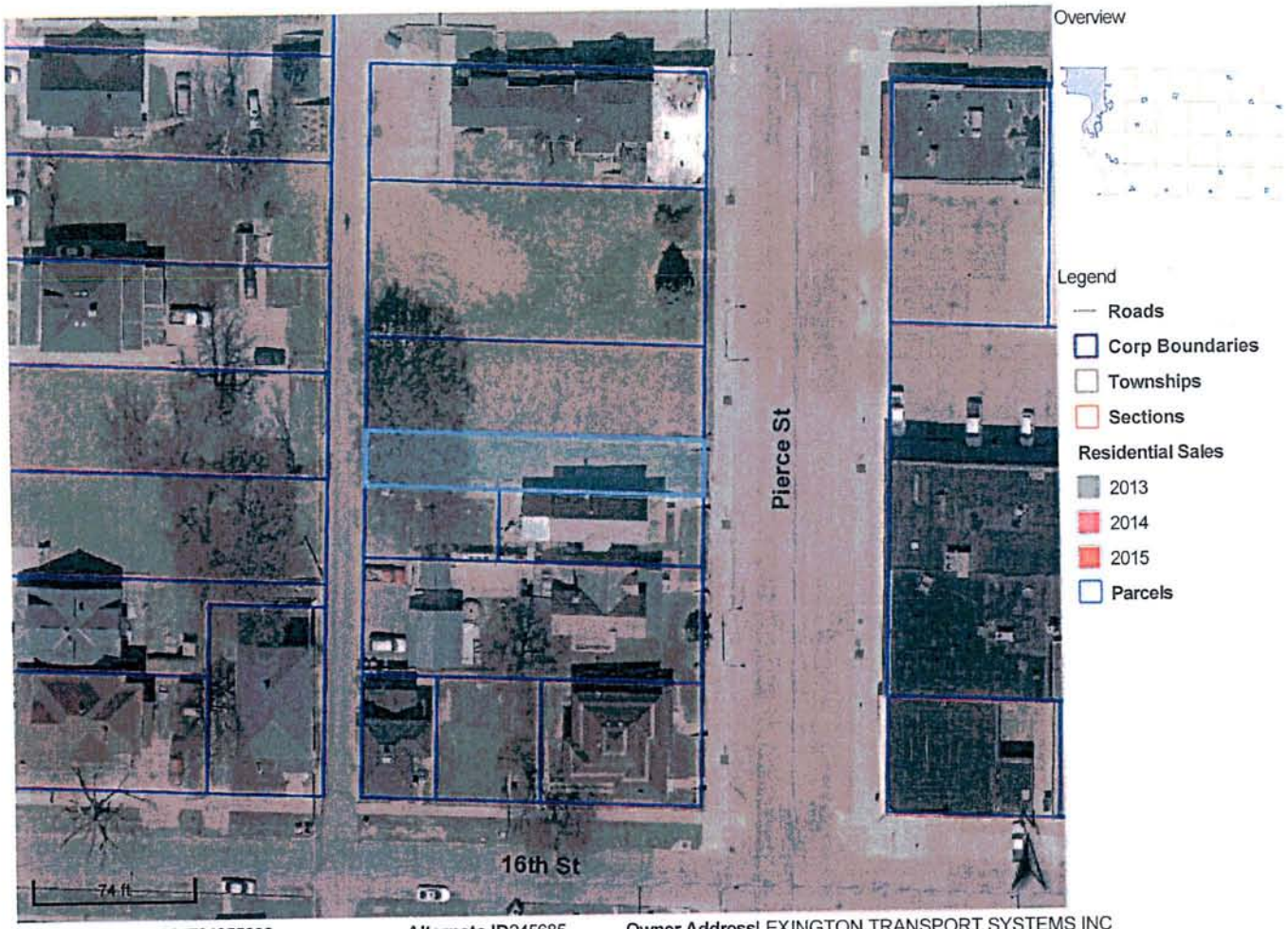
Date Created: 4/8/2015



Parcel ID	894721355023	**Alternate ID**	245685	**Owner Address**	LEXINGTON TRANSPORT SYSTEMS INC
Sec/Twp/Rng	0-0-0	**Class**	C		PO BOX 1996
Property Address	1611 PIERCE ST SIOUX CITY	**Acreage**	n/a		IRMO, SC 29063

District 087 SC LL SIOUX CITY COMM

Brief Tax Description HIGMANS
N 23.5 FT W & N 24 F
T E END LOT 2 BK 9
(Note: Not to be used on legal documents)

Last Data Upload: 4/8/2015 7:07:16 AM

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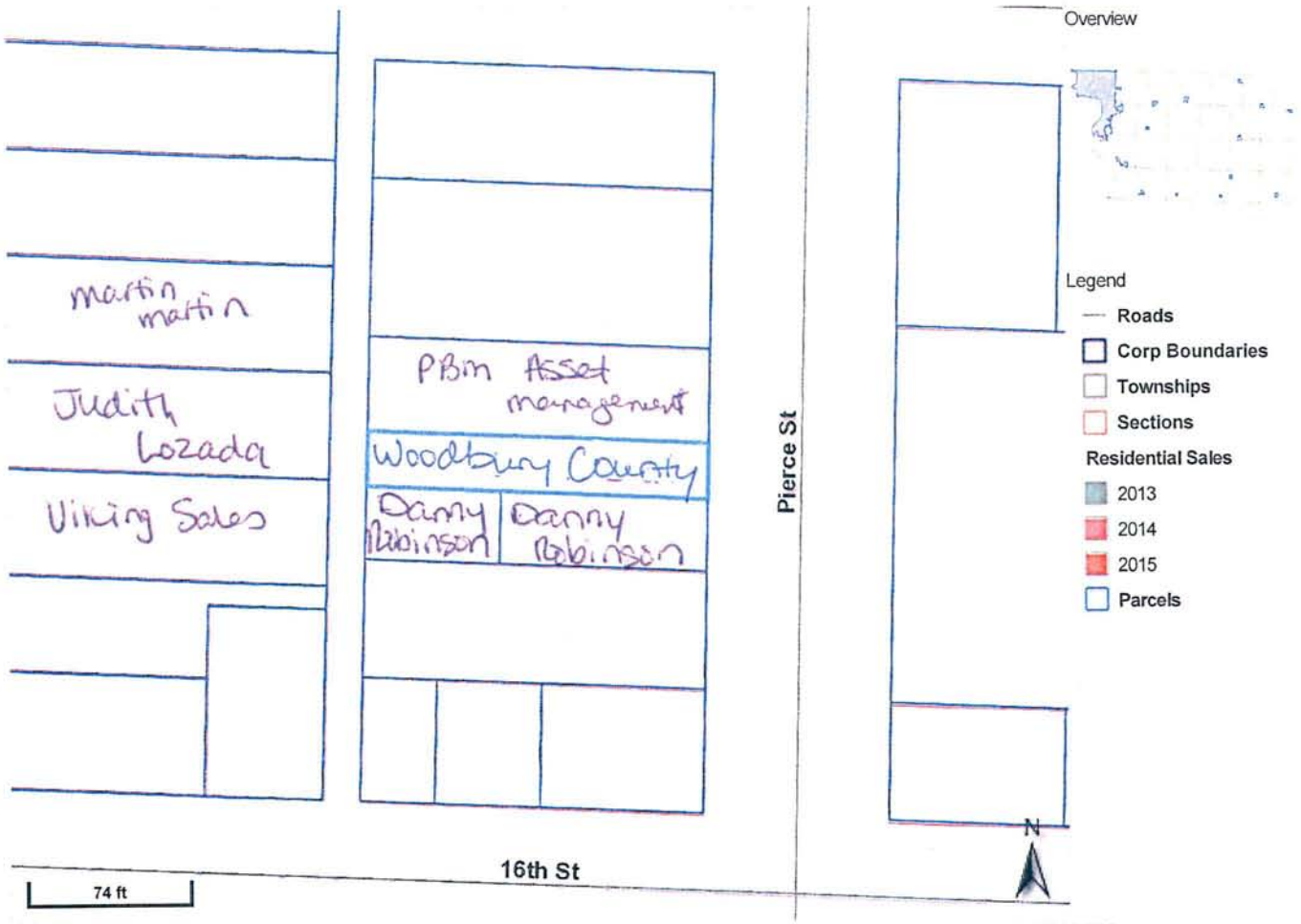
Date Created: 4/8/2015



Parcel ID	894721355023	**Alternate ID**	245685	**Owner Address**	LEXINGTON TRANSPORT SYSTEMS INC
Sec/Twp/Rng	0-0-0	**Class**	C		PO BOX 1996
Property Address	1611 PIERCE ST SIOUX CITY	**Acreage**	n/a		IRMO, SC 29063

District 087 SC LL SIOUX CITY COMM

Brief Tax Description HIGMANS
N 23.5 FT W & N 24 F
T E END LOT 2 BK 9
(Note: Not to be used on legal documents)

Last Data Upload: 4/8/2015 7:07:16 AM

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#7e

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #034995

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

The East Fifty feet of the West 97.5 feet of Lot One, in Block One hundred eleven, Sioux City East Addition, City of Sioux City, Woodbury County, Iowa (1206 12th 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 **8th Day of December, 2015 at 4:37 o'clock p.m.** in the basement 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 **8th Day of December, 2015**, 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 $221.00** 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 24th Day of November, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

_____

Patrick F. Gill
Woodbury County Auditor
and Recorder

_____

Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Danny Robinson Date: 4/8/15

Address: 1515 Goldie Ave Phone: 281-8972

Address or approximate address/location of property interested in:

1206 12th St.

GIS # 894728234002

*This portion to be completed by Board Administration *

Legal Description:

The East 50 feet of the West 97.5 feet of Lot 1, in Block 111, Sioux City East Addition in the County of Woodbury and State of Iowa.

Tax Sale #/Date: 837 6/16/14 Parcel # 034995

Tax Deeded to Woodbury County on: 11/9/15

Current Assessed Value: Land $100⁻ Building Ø Total $100⁻

Approximate Delinquent Real Estate Taxes: $556⁻

Approximate Delinquent Special Assessment Taxes: $14,766⁻

*Cost of Services: $171⁰⁰

Inspection to: Mark Monson Date: 4/8/15

Minimum Bid Set by Supervisor: $50⁰⁰ plus cost of services of $171. Total: $221⁻

Date and Time Set for Auction:

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

(MinBidReq/MSWord)

Woodbury County, IA / Sioux City

beacon™

Date Created: 4/8/2015

Overview

Legend

- Roads
- Corp Boundaries
- Townships
- Sections

Residential Sales

- 2013
- 2014
- 2015
- Parcels

Parcel ID	894728234002	**Alternate ID**	034995	**Owner Address**	SANCHEZ EFRAIN MARIO
Sec/Twp/Rng	0-0-0	**Class**	R		SANCHEZ ELVIA
Property Address	1206 12TH ST	**Acreage**	n/a		2010 REBECCA ST
	SIOUX CITY				SIOUX CITY, IA 51103

District 087 SC LL SIOUX CITY COMM

Brief Tax Description SIOUX CITY EAST
E 50 FT W 97.5 FT LO
T 1 BLK 111
(Note: Not to be used on legal documents)

Last Data Upload: 4/8/2015 7:07:16 AM

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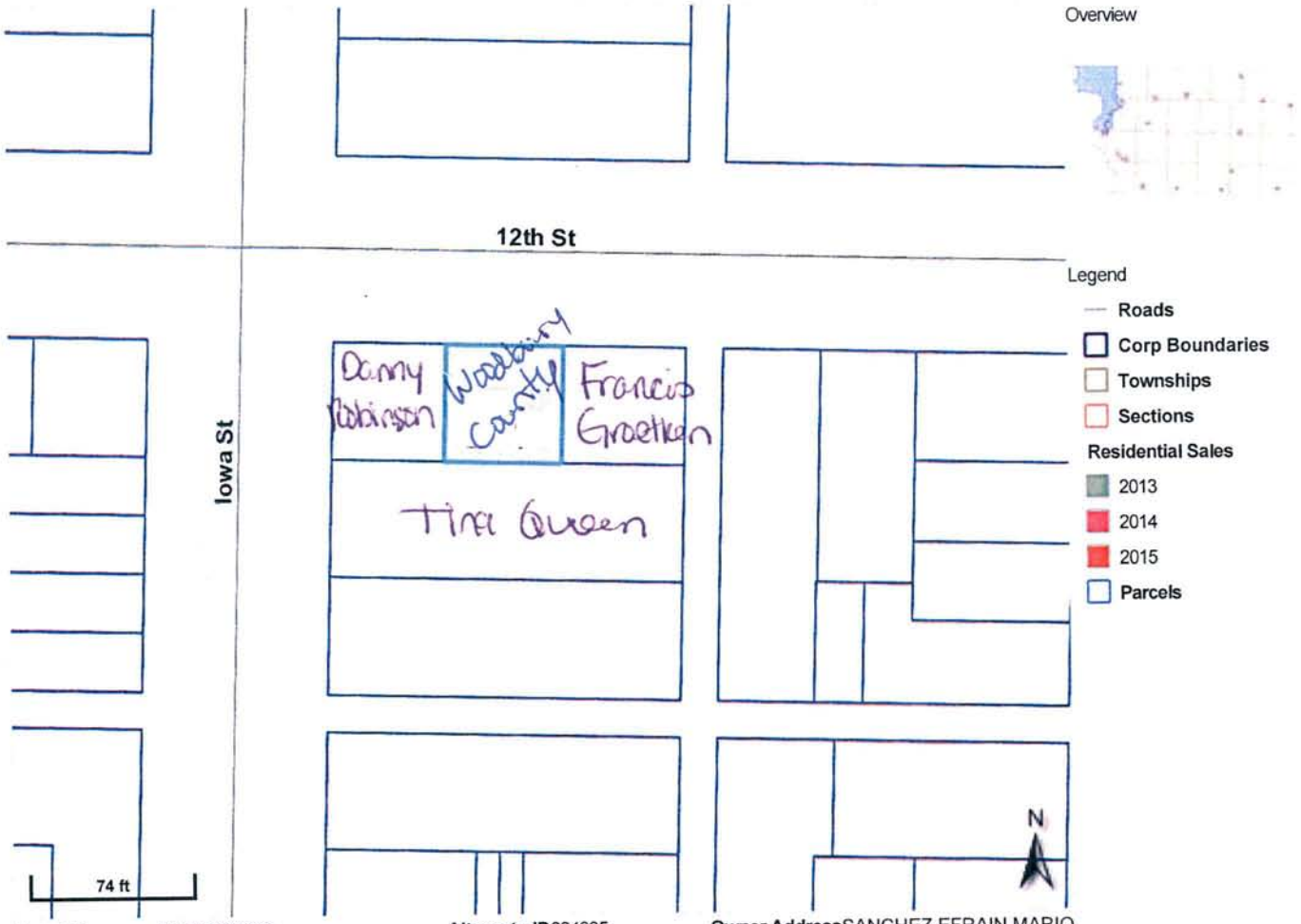
Date Created: 4/8/2015



Parcel ID	894728234002	**Alternate ID**	034995	**Owner Address**	SANCHEZ EFRAIN MARIO
Sec/Twp/Rng	0-0-0	**Class**	R		SANCHEZ ELVIA
Property Address	1206 12TH ST	**Acreage**	n/a		2010 REBECCA ST
	SIOUX CITY				SIOUX CITY, IA 51103

District 087 SC LL SIOUX CITY COMM

Brief Tax Description SIOUX CITY EAST
E 50 FT W 97.5 FT LO
T 1 BLK 111
(Note: Not to be used on legal documents)

Last Data Upload: 4/8/2015 7:07:16 AM

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#7f

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #178860

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

Lot One Garden View Addition City of Sioux City, Woodbury County, Iowa (2804 W. 14th 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 **8th Day of December, 2015 at 4:39 o'clock p.m.** in the basement 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 **8th Day of December, 2015**, 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 $125.00** 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 24th Day of November, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

_____
Patrick F. Gill
Woodbury County Auditor
and Recorder

_____
Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Isaac Cook Date: 3-19-14

Address: 204 Ross St Phone: 389-4997

Address or approximate address/location of property interested in:

2804 W 14th St.

8947 30 102 001

*This portion to be completed by Board Administration *

Legal Description:

Lot 1 Garden View Addition

Tax Sale #/Date: 2007-01284 Parcel # 178860

Tax Deeded to Woodbury County on: 2/11/15

Current Assessed Value: Land $5,800 Building - Total $5,000

Approximate Delinquent Real Estate Taxes: $1,944.00

Approximate Delinquent Special Assessment Taxes: $1,200.00

*Cost of Services: ___ $105

Inspection to: George Boykin Mark Mongo Date: _____

Minimum Bid Set by Supervisor: ↓

Date and Time Set for Auction: $20 = $125 total including cost of services

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

(MinBidReq/MSWord)

Woodbury County, IA / Sioux City

beacon™

Date Created: 3/19/2014

Overview

Legend

- Roads
- Corp Boundaries
- Townships
- Sections

Residential Sales

- 2011
- 2012
- 2013
- Parcels

Parcel ID	894730102001	**Alternate ID**	178860	**Owner Address**	KNOSP DANIEL R ROTH IRA
Sec/Twp/Rng	0-0-0	**Class**	R		3165 W CO RD T BLVD
Property Address	2804 W 14TH ST SIOUX CITY	**Acreage**	n/a		FREMONT, NE 68025

District 087 SC LL SIOUX CITY COMM

Brief Tax Description GARDEN VIEW
LOT 1
(Note: Not to be used on legal documents)

Last Data Upload: 3/19/2014 2:58:28 AM

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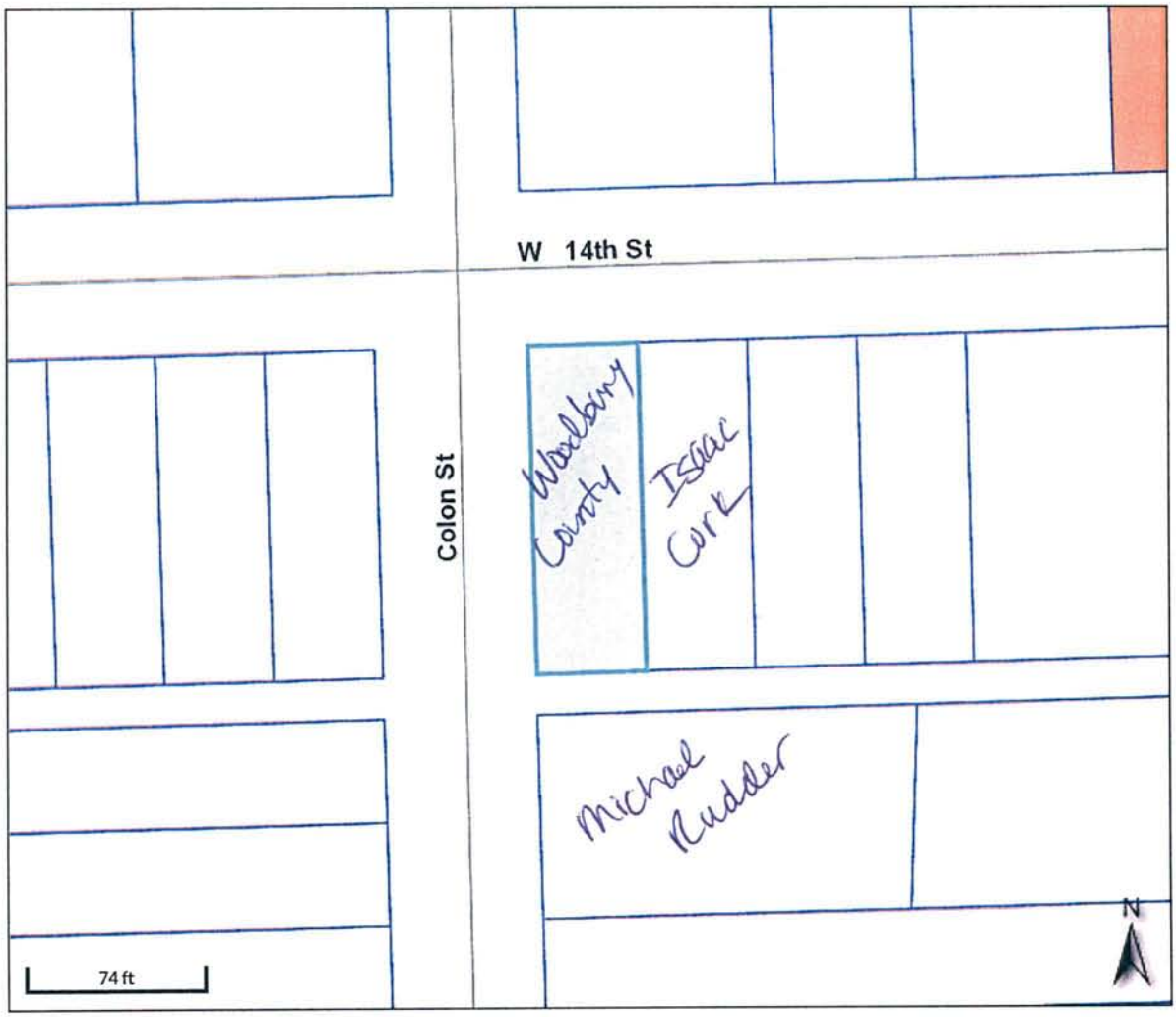

Overview

Legend

- Roads
- Corp Boundaries
- Townships
- Sections

Residential Sales

- 2013
- 2014
- 2015
- Parcels

Parcel ID	894730102001	**Alternate ID**	178860	**Owner Address**	WOODBURY COUNTY WOODBURY COUNTY COURTHOUSE 620 DOUGLAS ST SIOUX CITY, IA 51101-0000
Sec/Twp/Rng	0-0-0	**Class**	R		
Property Address	2804 W 14TH ST SIOUX CITY	**Acreage**	n/a		
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	GARDEN VIEW LOT 1 (Note: Not to be used on legal documents)				

Date created: 11/18/2015
Last Data Upload: 11/17/2015 11:19:48 PM

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The Schneider Corporation

#9

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: **11/19/15**

Weekly Agenda Date: **11/24/15**

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: **City of Correctionville**

SUBJECT: **Joint City/County Agreement for Creation of the Nelle Bell Urban Renewal Area**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

WORDING FOR AGENDA ITEM: Discussion and Approval of a Joint City/County Agreement with the City of Correctionville for Creation of the Nelle Bell Urban Renewal Area

EXECUTIVE SUMMARY: Correctionville requests the County sign this agreement to allow them to proceed with creation of an urban renewal plan and TIF area that will initially be located partially outside of the Correctionville corporate limits.

BACKGROUND: A new dollar store is being built in Correctionville. The City plans to create an urban renewal plan and TIF area to pay for utilities to serve the building site. The City went through a voluntary annexation process with the owner of the store to add the building site to the City. A mistake in the legal description omitted certain road right of way where utilities will go to serve the site and did not connect the store parcel to the existing corporate limits. Counsel for the City in the annexation proceeding, Barry Thompson, has agreed to amend the annexation to correct the issues. However, that process will take some time to complete.

The city is facing a December 1, 2015 deadline to get the urban renewal plan in place in order to set a baseline valuation for the TIF area that reflects a value prior to the improvements. Iowa Code Section 403.17 allows a city to establish an urban renewal area up to two miles outside of its corporate limits, provided that the County consents. Correctionville requests that the County sign this agreement to allow them to create the urban renewal area and TIF area so that they can proceed with installing the utilities and allow the store to open on schedule. Once the annexation is amended, the urban renewal area will be completely within the corporate limits of the City.

FINANCIAL IMPACT: Per Nathan Overberg, the attorney handling the creation of the urban renewal area for Correctionville, the agreement does not place any additional obligations or financial impact on the County beyond those that would apply to any urban renewal area/TIF area entirely within any city in the County.

RECOMMENDATION: Approval of the agreement.

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the Joint City/County Agreement with the City of Correctionville for creation of the Nelle Bell Urban Renewal Area.

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.

EXHIBIT C

JOINT CITY/COUNTY AGREEMENT

WHEREAS, the City of Correctionville, State of Iowa, (the "City") has proposed to establish the Nelle Bell Urban Renewal Area within two miles of the City of Correctionville, State of Iowa, for the purpose of participating in eligible urban renewal projects; and

WHEREAS, the City Council of the City of Correctionville, State of Iowa, has reviewed the Nelle Bell Urban Renewal Plan for said Urban Renewal Area and has determined that the proposed Urban Renewal Plan and completion of the eligible projects are in the best interests of the City of Correctionville, State of Iowa; and

WHEREAS, Iowa Code Section 403.17(4) requires a "joint agreement" between the City and the County before the City can proceed with said project.

NOW THEREFORE, WOODBURY COUNTY, STATE OF IOWA, AND THE CITY OF CORRECTIONVILLE, STATE OF IOWA, AGREE AS FOLLOWS:

1. The Board of Supervisors of Woodbury County, State of Iowa, hereby agrees and authorizes the City of Correctionville, State of Iowa, to proceed with the Nelle Bell Urban Renewal Plan, and the undertaking of the eligible urban renewal projects therein which are located within two miles of the City of Correctionville and in such location as is identified in Exhibit B of the Nelle Bell Urban Renewal Plan.

2. The City of Correctionville intends to annex the Nelle Belle Urban Renewal Area into the City of Correctionville pursuant to a voluntary annexation process, and the City agrees to act in good faith to effectuate that voluntary annexation consistent with applicable law.

3. This "joint agreement" is intended to meet the requirements of Iowa Code Section 403.17(4) with respect to the Nelle Bell Urban Renewal Area within two miles of the City of Correctionville, State of Iowa.

4. This Joint Agreement has been duly authorized by the governing bodies Woodbury County, State of Iowa, and the City of Correctionville, State of Iowa.

PASSED AND APPROVED this _____ day of _____, 2015.

WOODBURY COUNTY, STATE OF IOWA

_____
Chairperson, Board of Supervisors

ATTEST:

_____
Secretary

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

On this _____ day of _____, 2015, before me a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Chairperson and Secretary, respectively, of Woodbury County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Secretary acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.

_____
Notary Public in and for Woodbury County, Iowa

PASSED AND APPROVED this _____ day of _____, 2015.

CITY OF CORRECTIONVILLE, STATE OF IOWA

_____
Mayor

ATTEST:

_____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

On this _____ day of _____, 2015, before me a Notary Public in and for said County, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Correctionville, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

_____
Notary Public in and for Woodbury County, Iowa

THOMPSON, PHIPPS & THOMPSON, LLP
ATTORNEYS AT LAW
P.O. BOX 219
KINGSLEY, IOWA 51028
FAX (712) 378-3622
TELEPHONE (712) 378-3611

MOVILLE OFFICE:
P.O. BOX 442
MOVILLE, IOWA 51039
(712) 873-3210

REMSEN OFFICE:
P.O. BOX 9
REMSEN, IOWA 51050
(712) 786-2416

BARRY THOMPSON+
PATRICK J. PHIPPS*
CHAD C. THOMPSON*

JEFFREY S. KUCHEL
JAY P. PHIPPS

*ALSO ADMITTED IN NEBRASKA
+ALSO ADMITTED IN SOUTH DAKOTA

November 17, 2015

Joshua D. Widman
Assistant Woodbury County Attorney
620 Douglas Street, Suite 300
Sioux City, IA 51101

Re: Amendment for Voluntary Annexation to the City of Correctionville, Iowa

Dear Joshua:

Please be advised that I am sending you this letter to confirm that the previously filed annexation will be amended to satisfy all the necessary requirements. I have consents from all parties involved to do so and have contacted the Iowa Secretary of State's Office to accomplish same.

If you need anything further, please advise.

Very truly yours,

Thompson, Phipps & Thompson, LLP
Kingsley, Iowa

By:
Barry Thompson
Correctionville City Attorney

BT:ar

NELLE BELL
URBAN RENEWAL PLAN

for the

NELLE BELL
URBAN RENEWAL AREA

CITY OF CORRECTIONVILLE, IOWA

November 2015

SIMMERING-CORY, INC.

Revised Final 11/13/2015

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G. TYPES OF RENEWAL ACTIVITIES

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C. JOINT CITY/COUNTY AGREEMENT

Nelle Bell Urban Renewal Plan
for the
Nelle Bell Urban Renewal Area
City of Correctionville, Iowa

A. INTRODUCTION

The Nelle Bell Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Nelle Bell Urban Renewal Area ("Area" or "Urban Renewal Area") has been developed to help local officials respond to and promote economic development in the City of Correctionville, Iowa (the "City"). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new commercial development.

In order to achieve this objective, the City intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the Code of Iowa, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Nelle Bell Urban Renewal Area is described in Exhibit "A" and illustrated in Exhibit "B."

The City reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the City of Correctionville will designate this Urban Renewal Area as an economic development area that is appropriate for the promotion of commercial development.

D. BASE VALUE

If the Nelle Bell Urban Renewal Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted, and debt is certified prior to December 1, 2015, the taxable valuation as of January 1, 2014, will be considered the frozen "base valuation." If a TIF Ordinance is not adopted until a later date or debt is not first certified until a later date, the frozen "base value" will be the assessed value of the taxable property within that area covered by the TIF Ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area.

E. DEVELOPMENT PLAN

Correctionville has a general plan for the physical development of the City as a whole outlined in the City of Correctionville Comprehensive Plan Goal Update, adopted by the City in March

2008. The goals and objectives identified in this Plan, and the urban renewal projects described herein, are in conformity with the goals and objectives identified in the City of Correctionville Comprehensive Plan Goal Update.

This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

F. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new and expanded commercial development within the Area. More specific objectives for development within the Nelle Bell Urban Renewal Area are as follows:

1. To stimulate, through public action and commitment, private investment in new development.
2. To plan for and provide sufficient land for commercial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation and upgrade of public works, infrastructure, and related facilities in the Urban Renewal Area, which ultimately contribute to the sound development of the community.
4. To provide a more marketable and attractive investment climate.
5. To achieve a diversified, well balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.

G. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To acquire or dispose of property and to hold, clear, or prepare the property for development.

3. To provide for the construction of site specific improvements, such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.

4. To arrange for or cause to be provided the construction or repair of public infrastructure, including, but not limited to, streets and sidewalks, traffic lights, pedestrian safety measures, water mains, sanitary sewers, storm sewers, public utilities or other facilities in connection with urban renewal projects.

5. To make loans, forgivable loans, tax rebate payments or other types of economic development grants or incentives to private persons or businesses for economic development purposes on such terms as may be determined by the City Council.

6. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.

7. To borrow money and to provide security therefor.

8. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Program or specific urban renewal projects.

9. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Correctionville and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

H. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain projects may occur over a period of years in the Area, the eligible urban renewal projects under this Plan include:

1. **Public Improvements:**

Project	Estimated Date	Estimated Cost	Rationale
The extension of an 8" sanitary sewer main to provide sewer service to property not currently served by City sewer in conjunction with the property's annexation into the	2015-2016	$150,000 – $200,000	The installation of sanitary sewer service to land being annexed into the City will facilitate commercial economic development. A Dollar Store is planned for construction at this site and will create jobs in the

City.			community.

2. Development Agreements:

Future Development Agreements: The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, in the City's sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including, but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such Development Agreements will not exceed $500,000.

3. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Date	Estimated Cost
Fees and Costs	Undetermined	Not to Exceed $50,000

I. FINANCIAL INFORMATION

1.	July 1, 2015, Constitutional Debt Limit	$1,292,767
2.	Current Outstanding General Obligation Debt	$225,358
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	$700,000 – $750,000 This does not include financing costs related to debt issuance, which will be incurred over the life of the Area.

J. URBAN RENEWAL FINANCING

The City of Correctionville intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City of Correctionville has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the Code of Iowa, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the Code of Iowa, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Correctionville. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

K. PROPERTY ACQUISITION/DISPOSITION

Notwithstanding prior Plan provisions, the City will follow any applicable requirements for the acquisition and disposition of property, and shall determine the terms of development agreements, subject to the City's discretion.

L. RELOCATION

The City does not expect there to be any relocation required of residents or businesses as part of the proposed urban renewal project; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

M. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to State and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

N. AGRICULTURAL LAND

Because this Urban Renewal Area does not contain land defined as "agricultural land" pursuant to Code of Iowa Section 403.17(3), no agricultural landowner consents are required.

O. PROPERTY WITHIN URBAN REVITALIZATION AREA

The Nelle Bell Urban Renewal Area may (now or in the future) also be located within an established Correctionville Urban Revitalization Area. The Correctionville City Council, at its sole discretion, shall determine which incentives, if any, are available through either: (a) this Plan, for urban renewal incentives, if any urban renewal incentives are offered by the City, at the City Council's sole discretion; or (b) tax abatement incentives through Urban Revitalization, but no individual or entity shall be eligible for both (a) and (b).

P. JOINT CITY/COUNTY AGREEMENT

In accordance with paragraph 4 of Section 403.17 of the Code of Iowa, a City may exercise urban renewal powers with respect to property which is located outside but within two (2) miles of the boundary of a City only if the City obtains the consent of the County within which such property is located. A Joint Agreement, which gives the City permission to include property outside the City limits in the Urban Renewal Area, has been executed by the City of Correctionville and Woodbury County. A form of the Joint Agreement is attached as Exhibit "C". The original is on file at City Hall.

Q. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

R. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

S. EFFECTIVE PERIOD

This Nelle Bell Urban Renewal Plan will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, 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 revenues," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Code of Iowa. The division of revenues shall continue on that portion of the Urban Renewal Area placed in a Tax Increment Financing Ordinance for the maximum period allowed by law, which currently is 20 years from the calendar year following the calendar year in which the City first certifies debt on the Area following the adoption of the Ordinance.

EXHIBIT A

LEGAL DESCRIPTION OF NELLE BELL URBAN RENEWAL AREA

LEGAL DESCRIPTION:

COMMENCING AT THE EAST QUARTER CORNER SECTION 34; TOWNSHIP 89 NORTH, RANGE 42 WEST, WOODBURY COUNTY, IOWA; THENCE ALONG QUARTER SECTION LINE, NORTH 87 DEGREES 43 MINUTES 43 SECONDS WEST 1014.58 FEET; THENCE DEPARTING SAID LINE, NORTH 02 DEGREES 16 MINUTES 17 SECONDS EAST 61.44 FEET TO THE POINT OF BEGINNING BEING THE NORTHERN RIGHT-OF-WAY OF U.S. HIGHWAY 20; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: NORTH 87 DEGREES 39 MINUTES 39 SECONDS WEST 164.00 FEET TO STATION 10836+20/53' LEFT; THENCE NORTH 02 DEGREES 20 MINUTES 48 SECONDS EAST 17.00 FEET TO STATION 10836+20/70' LEFT; THENCE NORTH 28 DEGREES 21 MINUTES 45 SECONDS WEST 176.84 FEET INTERSECTING THE EASTERN RIGHT-OF-WAY OF HIGHWAY 31; THENCE ALONG HIGHWAY 31 RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: NORTH 15 DEGREES 52 MINUTES 56 SECONDS EAST 79.07 FEET TO STATION 44+00.1/60' RIGHT; THENCE 85.01 FEET BY ARC DISTANCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1086.00 FEET AND A CHORD BEARING OF NORTH 10 DEGREES 45 MINUTES 38 SECONDS EAST 84.99 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY; SOUTH 87 DEGREES 39 MINUTES 39 SECONDS EAST 223.32 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 21 SECONDS WEST 330.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL THAT PART OF THE FEE TITLE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 20 LOCATED IN THE EAST HALF (E ½) OF SECTION 34, TOWNSHIP 89 NORTH, RANGE 42 WEST OF THE 5th P.M., WOODBURY COUNTY, IOWA BOUND ON THE WEST BY THE WEST LINE OF IA. HIGHWAY 31, LOCALLY KNOWN AS DRIFTWOOD AVE., AND ON THE EAST BY A LINE PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE ¼ NE ¼) OF SAID SECTION 34, PASSING THROUGH A POINT 1014.56 FEET WEST OF THE SOUTHEAST (SE) CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE ¼ NE ¼).

TOGETHER WITH: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 34; THENCE NORTH 87°44'24" WEST, 1,323.76 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST ¼ TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 34; THENCE NORTH 02°21'26" EAST, 118.86 FEET ALONG THE WEST LINE OF SAID SOUTHEAST ¼ OF THE NORTHEAST ¼; THENCE SOUTH 87°40'04" EAST, 54.75 FEET TO A POINT ON THE EXISTING EAST RIGHT-OF-

WAY LINE OF PRIMARY ROAD NO. IA31 AND THE POINT OF BEGINNING; THENCE NORTH 02°17'50" EAST, 112.07 FEET ALONG SAID EXISTING EAST RIGHT-OF-WAY LINE; THENCE SOUTH 28°21'18" EAST, 176.83 FEET; THENCE SOUTH 02°19'56" WEST, 17.00 FEET; THENCE NORTH 87°40'04" WEST, 40.00 FEET; THENCE NORTH 74°47'34" WEST, 35.90 FEET; THENCE NORTH 14°52'48" WEST, 51.30 FEET TO THE POINT OF BEGINNING, CONTAINING 7755 SQUARE FEET.

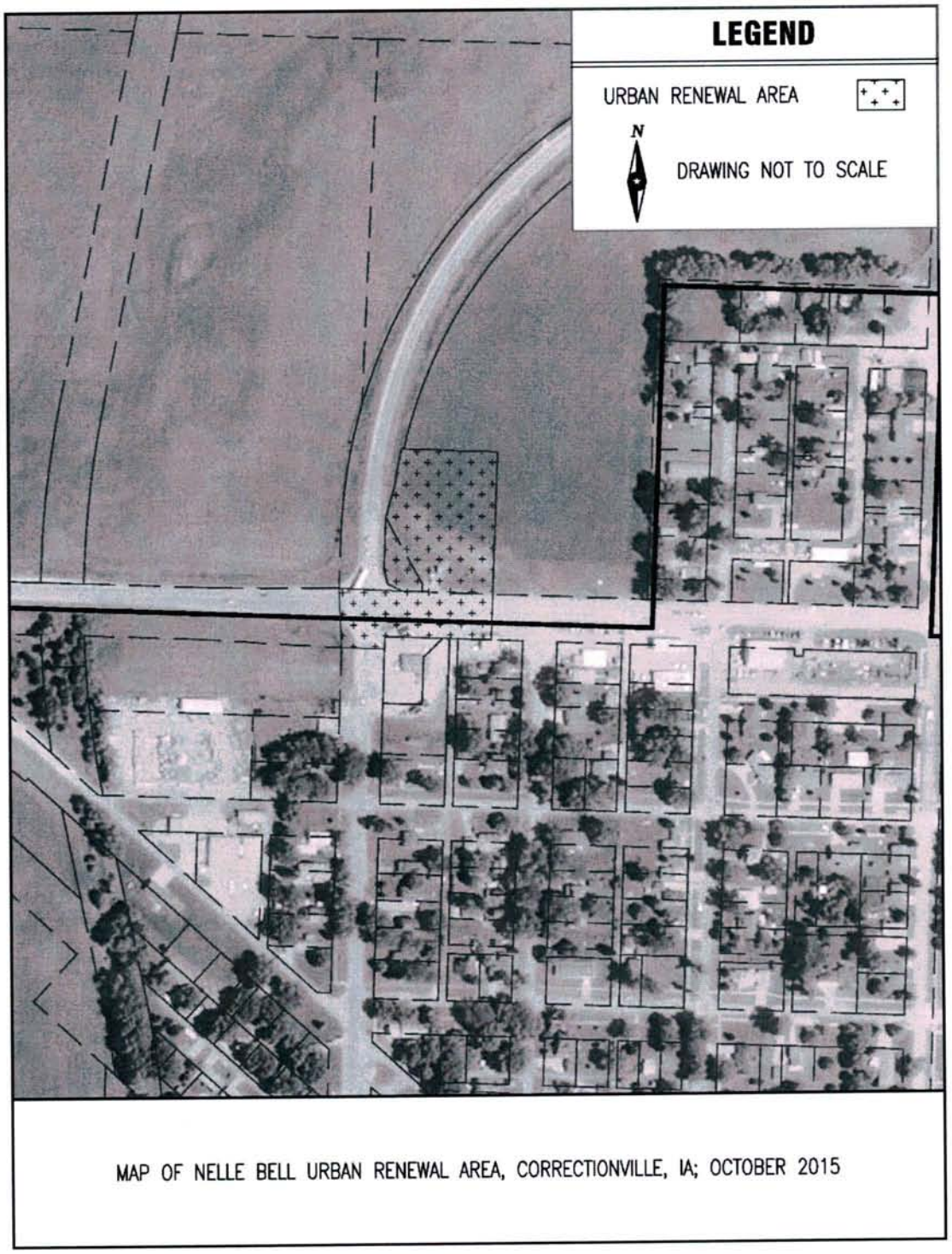
EXHIBIT B

MAP OF NELLE BELL URBAN RENEWAL AREA

MAP OF NELLE BELL URBAN RENEWAL AREA, CORRECTIONVILLE, IA; OCTOBER 2015

EXHIBIT B

MAP OF NELLE BELL URBAN RENEWAL AREA



MAP OF NELLE BELL URBAN RENEWAL AREA, CORRECTIONVILLE, IA; OCTOBER 2015

EXHIBIT C

JOINT CITY/COUNTY AGREEMENT

WHEREAS, the City of Correctionville, State of Iowa, (the "City") has proposed to establish the Nelle Bell Urban Renewal Area within two miles of the City of Correctionville, State of Iowa, for the purpose of participating in eligible urban renewal projects; and

WHEREAS, the City Council of the City of Correctionville, State of Iowa, has reviewed the Nelle Bell Urban Renewal Plan for said Urban Renewal Area and has determined that the proposed Urban Renewal Plan and completion of the eligible projects are in the best interests of the City of Correctionville, State of Iowa; and

WHEREAS, Iowa Code Section 403.17(4) requires a "joint agreement" between the City and the County before the City can proceed with said project.

NOW THEREFORE, WOODBURY COUNTY, STATE OF IOWA, AND THE CITY OF CORRECTIONVILLE, STATE OF IOWA, AGREE AS FOLLOWS:

1. The Board of Supervisors of Woodbury County, State of Iowa, hereby agrees and authorizes the City of Correctionville, State of Iowa, to proceed with the Nelle Bell Urban Renewal Plan, and the undertaking of the eligible urban renewal projects therein which are located within two miles of the City of Correctionville and in such location as is identified in Exhibit B of the Nelle Bell Urban Renewal Plan.

2. The City of Correctionville intends to annex the Nelle Belle Urban Renewal Area into the City of Correctionville pursuant to a voluntary annexation process, and the City agrees to act in good faith to effectuate that voluntary annexation consistent with applicable law.

3. This "joint agreement" is intended to meet the requirements of Iowa Code Section 403.17(4) with respect to the Nelle Bell Urban Renewal Area within two miles of the City of Correctionville, State of Iowa.

4. This Joint Agreement has been duly authorized by the governing bodies Woodbury County, State of Iowa, and the City of Correctionville, State of Iowa.

PASSED AND APPROVED this _____ day of _____, 2015.

WOODBURY COUNTY, STATE OF IOWA

_____

Chairperson, Board of Supervisors

ATTEST:

_____

Secretary

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

On this _____ day of _____, 2015, before me a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Chairperson and Secretary, respectively, of Woodbury County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Secretary acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.

_____

Notary Public in and for Woodbury County, Iowa

PASSED AND APPROVED this _____ day of _____, 2015.

CITY OF CORRECTIONVILLE, STATE OF IOWA

_____
Mayor

ATTEST:

_____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

On this _____ day of _____, 2015, before me a Notary Public in and for said County, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Correctionville, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

_____
Notary Public in and for Woodbury County, Iowa

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) F

#10a

Date: November 19, 2015

Weekly Agenda Date: November 24th, 2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz; Building Services

SUBJECT: Courthouse Elevators Renovation

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

WORDING FOR AGENDA ITEM: Renovate existing Elevators in Woodbury County Courthouse

EXECUTIVE SUMMARY: Renovate & upgrade existing Elevators

BACKGROUND: Existing Courthouse Elevators are well beyond life-cycle, have continued problems with functionality & are very close to failing to a point beyond repair.

The State Historical Preservation Office (SHPO) has been involved. Both SHPO &The National Park Service have reviewed all modernization specifications & plans. They are in agreement that "the project should proceed as planned", "there are no issues of concern", & the project is being classified as "No Adverse Effect"

Bids have been sought after & received by Woodbury County.

FINANCIAL IMPACT: $384,748.00

RECOMMENDATION: Building Services request's Approval of Schumacher Elevator "Total Contract Amount" as stated in the AIA Agreement (Article3.2.1).

1. Delete Resilient Tile Flooring
2. Delete HVAC & cooling Controls

3. Omit- Taxes

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve AIA Agreement with Schumacher Elevator for the Modernization of Existing Elevators at the Woodbury County Courthouse.

AIA® Document A107™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AGREEMENT made as of the 24 day of November in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Woodbury CountyWoodbury County Board of Supervisors
Woodbury County Courthouse
7th and Douglas Streets
Sioux City, Iowa

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

and the Contractor:
(Name, legal status, address and other information)

Schumacher Elevator Company
One Schumacher Way
P.O. Box 393
Denver, Iowa 50622-0393

for the following Project:
(Name, location and detailed description)

Modernization of Existing Elevators – Woodbury County Courthouse
7th and Douglas Streets
Sioux City, Iowa

The Architect:
(Name, legal status, address and other information)

RML Architects, LLC
922 Souglas Street
Sioux City, Iowa 51101

The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

1 THE WORK OF THIS CONTRACT

2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3 CONTRACT SUM

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16 PROTECTION OF PERSONS AND PROPERTY

17 INSURANCE & BONDS

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19 MISCELLANEOUS PROVISIONS

20 TERMINATION OF THE CONTRACT

21 CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

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

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§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

May 13, 2016

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 3 CONTRACT SUM

§ 3.1 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 one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 3.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be Three Hundred Eighty Four Thousand Seven Hundred Forty Eight Dollars ($ 384,748.00), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base Bid of $443,561.00
Delete Resilient Flooring -$4,288.00
Delete HVAC and Cool Controls Only -$41,449.00
Omit Taxes from Project -$13,076.00

TOTAL CONTRACT AMOUNT $384,748.00

§ 3.2.2 Unit prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)

§ 3.2.3 Allowances included in the stipulated sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

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Item	Allowance

§ 3.3 COST OF THE WORK PLUS CONTRACTOR'S FEE

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4 COST OF THE WORK PLUS CONTRACTOR'S FEE WITH A GUARANTEED MAXIMUM PRICE

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 GUARANTEED MAXIMUM PRICE

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed ($), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 3.4.3.3 Unit Prices, if any:

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

Item	Units and Limitations	Price Per Unit ($0.00)

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

§ 4.1.1 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.

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

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 5th day of the next month. If an Application for Payment is received by the Architect after the date fixed above, payment 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.)

§ 4.1.4 Retainage, if any, shall be withheld as follows:

5% of the value of the project

§ 4.1.5 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.)

%

§ 4.2 FINAL PAYMENT

§ 4.2.1 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 Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and

.3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 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:

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 21.4 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

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§ 6.1.1 The Agreement is this executed AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 6.1.3 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Specification entitled "Modernization of Existing Elevators Woodbury County Courthouse" Project #1507 dated September 10, 2015. See Exhibit A for Specification Index

Section	Title	Date	Pages

§ 6.1.4 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
A1 through A5 of 5	Elevator Remodel for Woodbury County Courthouse Sioux City, Iowa	9-10-2015

§ 6.1.5 The Addenda, if any:

Number	Date	Pages
G-1	September 29, 2015	2
Addendum 1	September 30, 2015	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents:

.1 Exhibit A, Determination of the Cost of the Work, if applicable.

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent

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with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated;

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however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 LABOR AND MATERIALS

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

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§ 9.4 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 9.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 SUBMITTALS

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

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§ 9.10 USE OF SITE
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 CUTTING AND PATCHING
The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 CLEANING UP
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

§ 9.13 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 9.14 ACCESS TO WORK
The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 9.15 INDEMNIFICATION
§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, ~~regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.~~ . Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT
§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or

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responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 10.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

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ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably

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anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for

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which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information

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and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- **.1** liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents; or
- **.3** terms of special warranties required by the Contract Documents.

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from

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performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 17.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.3 PROPERTY INSURANCE

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise,

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did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

§ 17.4 PERFORMANCE BOND AND PAYMENT BOND

§ 17.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 17.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

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§ 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable ~~law, but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ law,. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, ~~along with reasonable overhead and profit on the Work not executed.~~

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ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

	Mike Brown
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Mark Monson Chairman	MIKE BROWN FIELD ENGINEER
(Printed name and title)	*(Printed name and title)*

The parties acknowledge that Owner is a governmental entity and as such open records laws apply to this contract.

Contractor, with regard to work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin and shall comply with the provisions of Title VI of the Civil Rights Act of 1964 and the regulations promulgated thereunder.

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EXHIBIT A

00015 SPECIFICATION INDEX

Project Number: 1507 (Prefix for all page numbers)

I. NON TECHNICAL SPECIFICATIONS

DIVISION 0 CONTRACTUAL REQUIREMENTS

00010	Title Page	00010 Title
00015	Specification Index	00015-1 thru 00015-2
00020	Notice of Hearing and Letting	00020-1 thru 00020-2
00035	Issue of Documents	00035-1 thru 00035-2
00100	Instructions to Bidders	00100-1 thru 00100-2
00300	Proposal Forms	00300-1 thru 00300-1
00700	General Conditions	00700-1 thru 00700-3
00800	Supplementary General Conditions	00800-1 thru 00800-5

DIVISION 1 GENERAL REQUIREMENTS

01010	Summary of Work	01010-1 thru 01010-3
01400	Quality Control	01400-1 thru 01400-2
01510	Temporary Utilities	01510-1 thru 01510-1
01519	Temporary Construction	01519-1 thru 01519-1
01600	Products and Substitutions	01600-1 thru 01600-1

II. TECHNICAL SPECIFICATIONS

DIVISION 2 SITEWORK (EXISTING CONDITIONS)

02220	Demolition	02220-1 thru 02220-1
02250	Shoring and Bracing	02250-1 thru 02250-1

DIVISION 4 MASONRY

04100	Mortar	04100-1 thru 04100-2
04200	Unit Masonry	04200-1 thru 04200-2

DIVISION 5 METALS

05500	Miscellaneous Metals	05500-1 thru 05500-1

DIVISION 7 THERMAL AND MOISTURE PROTECTION

07600	Architectural Sheet Metal	07600-1 thru 07600-1
07900	Caulking and Sealants	07900-1 thru 07900-3

DIVISION 9 FINISHES

09650	Resilient Flooring	09650-1 thru 09650-2

DIVISION 14 CONVEYING SYSTEMS (SPECIAL CONSTRUCTION)

14290	Elevator Modernization	14290-1 thru 14290-10

EXHIBIT A

DIVISION 26 ELECTRICAL

26 00 00 Electrical in General

DIVISION 28 ELECTRICAL SAFETY AND SECURITY

28 00 00 Fire Detection and Alarm

END OF SECTION

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mike Neswick, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 09:35:26 on 11/18/2015 under Order No. 5213093542 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A107™ - 2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Mike Neswick

(Signed)

Partner - RML Architects

(Title)

11-18-15

(Dated)

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#10b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: November 19th, 2015

Weekly Agenda Date: November 24th, 2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz; Building Services

SUBJECT: LED Lighting Contracts - Materials & Installers

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

WORDING FOR AGENDA ITEM: Woodbury County LED Project Contract Documents

EXECUTIVE SUMMARY: Installers & Materials Contracts for signature

BACKGROUND: LED Materials & Installation contractors previously approved by Board of Supervisors. Attached is a copy of these contracts drafted by Baker Group & the County Attorney for Board Chair signature

FINANCIAL IMPACT: County Total Project Out of Pocket Expenses are estimated at $385,000.00

RECOMMENDATION: Signature of Contracts Documents

ACTION REQUIRED / PROPOSED MOTION: Signature of Contract Documents

DRAFT AIA® Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the «» day of «» in the year «»2015
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Installation Contractor:

*(Name, legal status, address and other information)*Metro Electric, Inc.
931 Steuben Street
Sioux City, IA 51101

for the following Project:
(Name, location and detailed description)

«Woodbury County Lighting Retrofit
LED Lighting Project in Climbing Hills Building for: $4,220.
LED Lighting Project in Conservation Mid-Am Buildings for: $2,900.»

The Construction Manager:
(Name, legal status, address and other information)

Baker Group«»«»

4224 Hubbell«»
Des Moines IA«»
Contact; Rick KaulShane Albrecht 515-299208-3014 Cell-4078«»

The Professional Engineer:
West Plains Engineering
4609 S. Techlink Circle
Sioux Falls, SD 57106
(Name, legal status, address and other information)

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.

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

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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

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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. These 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 Modifications, 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 the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
~~*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*~~

§ 3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~[date/_____ weeks before first day of school year ____]_____, (the "Substantial Completion Date") subject to adjustments as provided in the Contract Documents.~~

For Installation Contractor: All lighting products must be installed by May 16, 2016 or six (6) months from the product delivery date, whichever is sooner, to assure compliance with MidAmerican 2015 rebate criteria.
~~(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)~~

~~«~~ »
~~,~~subject to adjustments of this Contract Time as provided in the Contract Documents. Installing Contractor acknowledges Owners ~~that if the Work is not Substantially Complete in advance of the Substantial Completion Date, the Owner~~ will suffer financial -damages due to a loss of MidAmerican Rebate money if this deadline is not achieved. The rebates based on the 2015 criteria are estimated to be $362,417 in total to Woodbury County for the buildings included in this project. If the stated dates are not achieved the project would then be moved to the new criteria to be established for the 2016 rebates and it is anticipate they could be reduce by as much as 50%. If the Installation Contractor fails to complete the installation within six (6) months of the product delivery date and the

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delivery date stated for the Equipment Supplier was achieved, the Installation Contractor liquidated damages would be the difference between the 2015 and 2016 rebate dollars and would be applied in proportion to the work they were awarded.

~~which are difficult to quantify, including but not limited to forced temporary relocation of staff and students, extra oversight and inspection costs, as well as inconvenience to the public and interference with the conduct of school functions. Contractor also acknowledges that its work must be complete by the Substantial Completion Date, in order for the staff to prepare for school opening. Therefore, the parties agree that Contractor will pay Owner, or Owner may retain from funds otherwise due to Contractor, the sum of $250 per day [specify areas] that is not Substantially Complete by the Substantial Completion Date~~

The Work will be performed in ~~an~~ actively occupied buildings and the Contractor will be required to schedule its activities to ~~not~~ minimize ~~interfer~~interferencee with ~~school~~ county activities.

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 one of the following:
(Check the appropriate box.)

[«X»] Stipulated Sum, in accordance with Section 4.2 below

[« »] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below

[« »] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be «~~_____~~Seven Thousand One Hundred Twenty and no/100 Dollars» ($ «~~_____~~7,120.00), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

~~« n/a »~~Alternate #1

§ 4.2.3 Unit prices, if any:

Item	Units and Limitations	Price per Unit ($0.00)
n/a		

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

Item	Allowance
n/a	

~~« »~~

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor using AIA Form G-732-2009 and G703-1992, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Professional

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Engineer and issuance by the Professional Engineer, 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.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than [the last day of a month~~[fourteen (14) days before the next regularly scheduled meeting of the School Board,]~~], the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than [two weeks after approval of said application by the ~~School Board~~Board of Supervisors at ~~its~~ its next weekly ~~monthly~~ meeting. ~~[«last » day of the «same» month]~~. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than [two weeks after the next regularly scheduled meeting of the ~~School Board~~Board of Supervisors, after the Construction Manager receives the Application for Payment.
~~[the last day of the following month]~~

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§ 5.1.4.1 Each Application for Payment shall be based on 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Professional Engineer may require. This schedule, unless objected to by the Construction Manager or Professional Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment. Each Application for Payment shall be accompanied by an executed Partial Waiver of Lien and Release of Claims on the form of **Exhibit "D".**

§ 5.1.4.2 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.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;

.2 Add 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, for which the Contractor has furnished a Bill of Sale and a Bailment Agreement on the forms attached as **Exhibits "E" and "F"**), less retainage of five percent (5%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Construction Manager or Professional Engineer has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 100 percent of the Contract Sum, less such amounts as the Construction Manage recommends for incomplete Work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.2 Reduction or limitation of retainage,

Upon achieving Substantial Completion, as defined by Iowa Code Chapter 26, the Contractor may formally request the release of all or part of the retainage funds being held on the Project. The Contractors' request for Release of the

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Retainage Funds shall be accompanied by a sworn statement that ten (10) calendar days prior to filing the Request for Release of the Funds a notice was given to all known subcontractors, sub-subcontractors and suppliers that the contractor is requesting the early release of retainage funds. If proper documentation is received from the Contractor, the Owner will release all retainage funds at the next regularly scheduled ~~School Board~~Board of Supervisors meeting or within thirty (30) days, whichever is less, except it may retain the following:

.1 An amount equal to 200% of the value of labor or materials yet to be provided on the Project as determined by the Owner and its authorized contract representative. For purposes of section, "authorized contract representative" means the Professional Engineer of record on the Project, and/or the Construction Manager of record on the Project unless otherwise specified.

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.2 An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time the Request for Release of Retainage is approved. If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within thirty (30) calendar days of the receipt of the request.

« »

§ 5.3 Final Payment

§ 5.3.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Section 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment including but not limited to, submission of a fully executed Final Waiver of Lien and release of Claims on the form attached hereto as **Exhibit "G",** and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Professional Engineer; such final payment shall be made by the Owner not more than thirty-one (31) days after the ~~School Board's~~Board of Supervisors approval of the Professional Engineer's final Project Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:

[« »] Arbitration pursuant to Section 15.4 of AIA Document A232–2009.

[« X »] Litigation in a court of competent jurisdiction.

[« »] Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009, as modified..

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009 as modified.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 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 rate established by Section 74A.2 of the Code of Iowa

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§ 8.3 Contractor shall furnish insurance that complies with the requirements set forth on **Exhibit "H"** to this Agreement. Contractor shall be responsible for deductible of $1,000 for Builders Risk insurance claims.

§ 8.4 The Owner's representative:
Kenny Schmitz, Facility Services Manager

§ 8.5 The Contractor's representative:
~~(Name, address and other information)~~Robert Dandurant

§ 8.6 Contractor shall not replace its representative without ten days written notice to the Owner.

§ 8.7 Methods used in determining the maximum allowance for the combined overhead and profit on items within a Change Order shall be determined based on the following schedule except that the percentages may be adjusted to reflect differences for different trade practices if satisfactorily substantiated to ~~Architect~~Engineer.

.1 For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
.2 For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.
.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.
.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6 of the General Conditions.
.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over $1,000 be approved without such itemization.

§ 8.8 Contractor shall furnish Performance and Payment Bonds in the full amount of the Contract on the forms attached hereto as **Exhibit I** and **J**.

§ 8.9 This project is tax exempt. The Owner will provide a certificate of tax exemption.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition as modified.

§ 9.1.2 The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified, which are attached hereto as **Exhibit "A"**.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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§ 9.1.4 The Specifications set forth in the Project Manual dated ~~November~~ October 8~~19~~, ~~2013~~2015, attached hereto as **Exhibit "B"**
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
« »

Section	Title	Date	Pages

§ 9.1.5 The Drawings as enumerated on **Exhibit "C"** hereto.
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
« »

Number	Title	Date

§ 9.1.6 The Addenda, if any: (To be determined)

Number	Date	Pages
One (1) through Seven (7)		

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

Exhibit D, form of partial waiver of lien and release of claims
Exhibit E, form of Bailment Agreement
Exhibit F, form of Bill of Sale
Exhibit G, form of final waiver of lien and release of claims
Exhibit H, Insurance Requirements
Exhibit I, form of Performance bond
Exhibit J, form of Payment bond »

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

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#11a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: November 19, 2015

Weekly Agenda Date: November 24, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: **Consideration of permit to work in the Highway Right of Way.**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

Consideration X

WORDING FOR AGENDA ITEM: Consideration of permits for work within the Highway Right of Way for Leo Jochum to clean a county road ditch.

EXECUTIVE SUMMARY: Permittee requested a permit to work in the right of way of 230th Street. The drainage district has requested a permit to clean the north ditch of 230th Street to recover lost soil and improve drainage adjacent to their farm property.

BACKGROUND: Work in ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa.

FINANCIAL IMPACT: None

RECOMMENDATION: Recommend approval of application.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve permit to work in the Highway Right of Way for the Leo Jochum.

Approved by Board of Supervisors March 3, 2015.

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

mnahra@woodburycountyiowa.gov

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

Name of Permittee: Leo R Jochum Phone No.: _____

Mailing Address: 1691 250th ST Salix IA

Township: Liberty Section: 11 & 12

Woodbury County, State of Iowa, and Leo R Jochum (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:

Clean out road ditch on 230th ST east of Carroll Ave starting about 1/2 mile east of intersection of 230th & Carroll

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:

_____

_____

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 31st day of December, 2015

Entered into this 8th day of November, 2015

Ira R Jochum

Signature of Property Owner or Authorized Representative

Mark J. Nahra

Woodbury County Engineer

_____

Chair, Woodbury County Board of Supervisors

#11b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: November 19, 2015

Weekly Agenda Date: November 24, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: **Consideration of permit to work in the Highway Right of Way.**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

Consideration X

WORDING FOR AGENDA ITEM: Consideration of permits for work within the Highway Right of Way for Farmer's Drainage District to clean a county road ditch/Lateral E.

EXECUTIVE SUMMARY: Permittee requested a permit to work in the right of way of 250th Street. The drainage district has requested a permit to clean the north ditch of 250th Street to recover lost soil and improve drainage adjacent to their farm property. This is county route D51, the Luton Pavement

BACKGROUND: Work in ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa.

FINANCIAL IMPACT: None

RECOMMENDATION: Recommend approval of application.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve permit to work in the Highway Right of Way for the Farmer's Drainage District.

Approved by Board of Supervisors March 3, 2015.

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: Farmers Drainage District Phone No.: 712-233-3635

Mailing Address: Munger, Reinschmidt & Denna, P.O. Box 912, Sioux City, IA 51102

Township: Grange & Liberty Section: Grange - 18, Liberty - 13, 14, 15

Woodbury County, State of Iowa, and Farmers Drainage District (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:

Clean Lateral E which is located on the north side of County Road D51. The cleanout would extend from the main ditch west to approximately Old Hwy 75.

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:

None

L. Woodbury County agrees to provide the following contribution toward completion of this project:
None

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 15th day of December, 2015.

Entered into this _____ day of _____, 2015.

_____
Signature of Property Owner or Authorized Representative

_____
Woodbury County Engineer

_____
Chair, Woodbury County Board of Supervisors

#11c

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: November 18, 2015

Weekly Agenda Date: November 24, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, P.E., Secondary Roads Dept Head

SUBJECT: **Consider Resolution to Place or change Bridge Embargos on county bridges**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☒	Approve Motion ☐
Give Direction ☐	Other: Informational ☐	Attachments ☐

WORDING FOR AGENDA ITEM: Consider Resolution to Place or change Embargos on County Bridges

EXECUTIVE SUMMARY: The county annually inspects approximately half of its system bridges. Federal standards require that all bridges in excess of 20 feet in length be inspected at least every two years. Bridges with defects may be inspected on a more frequent basis as determined by the inspector in consultation with the county engineer. Resolution gives the Board of Supervisors power to prohibit the operations of vehicles in excess weight on such roads, and to impose restrictions as to the weight of vehicles on certain roads. As part of the bridge inspection process, bridges are evaluated to determine their safe load carrying capacity.

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

FINANCIAL IMPACT: None immediately. Eventually load restricted bridges will require replacement.

RECOMMENDATION: Recommend approval of resolution.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve the resolution to establish load ratings on recently inspected county bridges.

WOODBURY COUNTY
BRIDGE EMBARGO RESOLUTION

RESOLUTION NO. _____

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

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

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

Bridge No.	FHWA No.	Section Township Range	Posted Limit
A-49	354610	17-89-42	12, 20, 22 tons
B-82	354860	28-89-43	12, 20, 21 tons
D-38	355132	16-89-45	Close bridge
H-266	353910	36-88-45	15, 27, 32 tons
J-127	353620	35-88-44	24, 35, 36 tons
J-306	353160	6-88-43	16, 24, 27 tons
K-19	353170	10-88-43	6 tons
L-1	NA <20'	1-88-42	One Truck
N-277	351290	6-87-42	25, 40, 40 tons
O-266	351870	1-87-44	3 Tons
Q-10	352490	3-87-46	8 Tons

Passed and approved this 24th day of November, 2015.

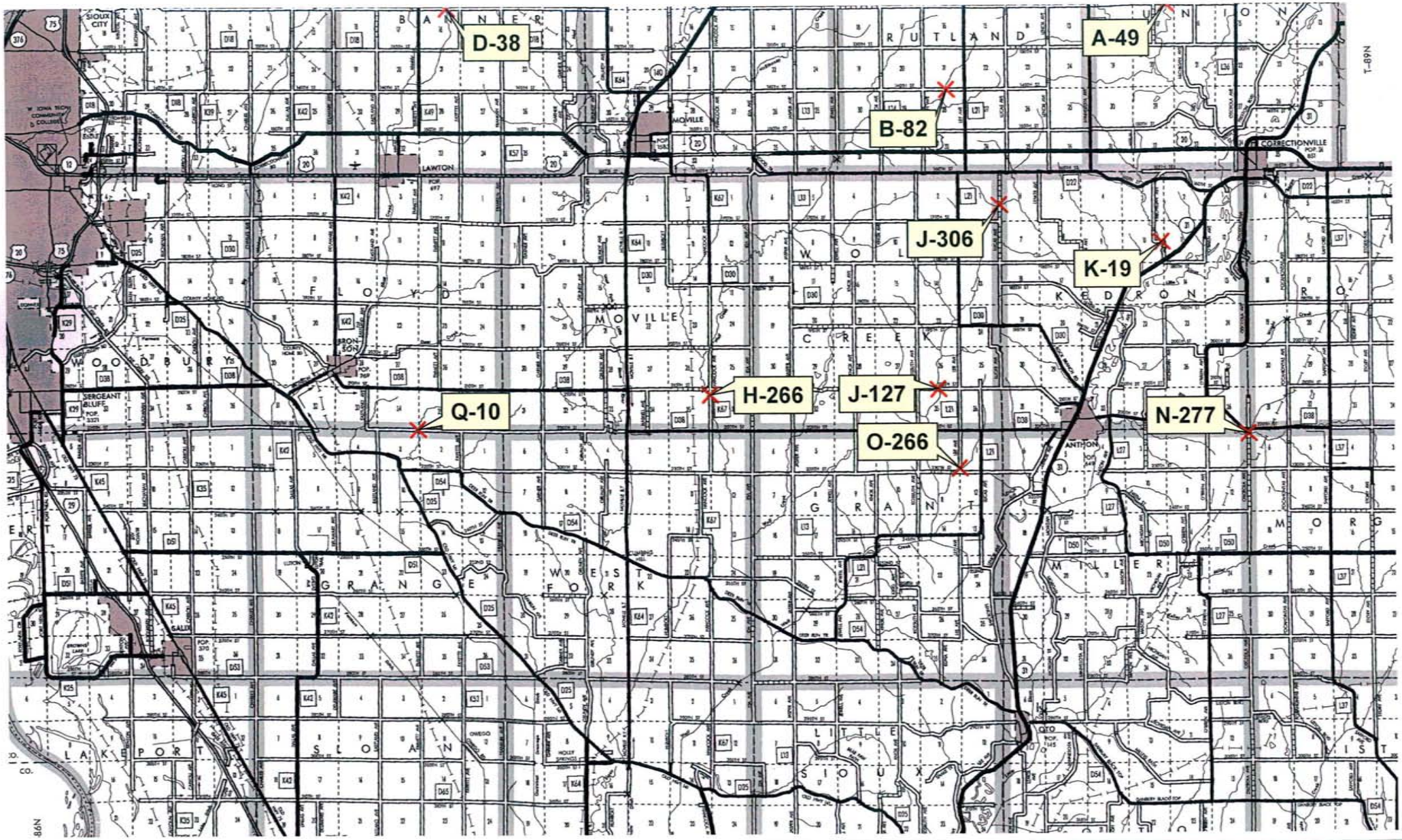
Recommended:

_____
Chairperson
Woodbury County Board of Supervisors

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

Attest:

_____
Patrick Gill
Woodbury County Auditor


D-38
A-49
B-82
J-306
K-19
H-266
J-127
Q-10
N-277
O-266
T-89N
SIOUX CITY
BANNER
RUTLAND
UNION
MOVILLE
LAWTON
CORRECTIONVILLE
FLOYD
WOODBURY
SERGEANT BLUFF
BRONSON
CREEK
KEDRON
GRANT
MILLER
GRANGE
WEST FORK
LAKEPORT
SLOAN
LITTLE SIOUX
OTO

#12

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S)

Date: 11/05/2015

Weekly Agenda Date: 11/10/2015

DEPARTMENT HEAD / CITIZEN: Supervisor Smith

SUBJECT: Obligation of Lost funds to TSI –The Siouxland Iniative

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☐

WORDING FOR AGENDA ITEM Obligate LOST funds to The Siouxland Initiative

EXECUTIVE SUMMARY. Since the loan program has been discontinued, there are currently few tools that our Economic Development Director has in his tool box to support start-up businesses or help retain rural businesses. This would be an opportunity to partner with the economic development arm of the Chamber of Commerce.

BACKGROUND: The BOS has discontinued the practice of giving dollars to nonprofits, but TSI is an organization devoted to business retention and business growth. This would be an opportunity to partner with TSI to promote business growth and retention.

FINANCIAL IMPACT: LOST Funds

RECOMMENDATION: Obligate $20,000 from LOST to TSI

ACTION REQUIRED: Obligate 20,000 from LOST funds to TSI for fiscal year 2016.

Approved by Board of Supervisors March 3, 2015.

#13

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

Date: November 19, 2015

Weekly Agenda Date: November 24, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: **Consideration of request for drainage district repair. Wolf Creek Drainage District**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

Consideration X

WORDING FOR AGENDA ITEM: Consideration of request for repair to drainage district improvements in the Wolf Creek Drainage District

EXECUTIVE SUMMARY: Complainant has reported damage to the stream bank and spoil dike on the west side of the Wolf Creek waterway downstream of the 290th Street Bridge. He is requesting that the drainage district make repairs to the embankment. The complainant noted that the breach in the bank at his farm threatens downstream properties if flood waters exceed the elevation of the damaged dike.

BACKGROUND: Work to repair and maintain drainage improvements is the responsibility of the Board of Supervisors acting as trustees for the drainage district. The distrct facility is to be restored as required in chapter 468.126.

FINANCIAL IMPACT: Drainage district taxpayers will pay the cost of the drainage repair though their drainage levy. Wolf Creek Drainage District has a balance to pay for these repairs.

RECOMMENDATION: Recommend the Board direct the county engineer to view the site and make a recommendation to the Board of the appropriate repair for the waterway..

ACTION REQUIRED/PROPOSED MOTION: Motion to accept the complaint from Millard Hair and direct the county engineer to review the site and make a recommendation to the trustees for repair.

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY ENGINEER
DRAINAGE DISTRICT WORK REQUEST FORM

Return form to:

REQUEST NO. 1

WOODBURY COUNTY BOARD OF SUPERVISORS
620 DOUGLAS STREET, ROOM 125
SIOUX CITY, IA 51101

Drainage District of Complaint: Wolf Creek Drainage District		
Requested by: Millard Hair	Date 11/16/2015	Phone Number 712-874-~~0000~~ 3362
Address 2988 Humboldt Ave		Cell Phone Number 712-870-0379
City, State, Zip Code Hornick, IA 51026		(Landowner) or Tenant (Circle one)
Location of Property (Township, Section, Range and Quarter Section 11-86-45 Willow Township South of 290th Street on right bank of Wolf Creek		

Nature of Complaint Dike is holed in several places by summer storm event. Dike was overtopped by flooding. Much of length requires repair and strengthening.

Received By Mark J. Nelson	Date: 11/16/2015	Landowner or tenant signature: Millard Hair

Disposal of complaint:

OFFICE OF
Woodbury County Planning & Zoning Director

620 DOUGLAS ST., 6TH FLOOR - SIOUX CITY, IA 51101

John Pylelo - Planning & Zoning Director • jpylelo@sioux-city.org
Peggy Napier - Clerk II • pnapier@sioux-city.org
Telephone (712) 279-6557
Fax (712) 279-6530

NOV 21 2015 AM9:06

DATE: November 19, 2015

TO:
Casey Lee - Clerk Woodbury Township
Mark Nahra - Woodbury County, Iowa Engineer
Dave Drew - Woodbury County Sheriff
Michelle Skaff - Woodbury County Emergency Response
Gary Brown - Woodbury County Emergency Services
Lisa McCardle - City Clerk Sioux City, Iowa
Renee Fangman - City Clerk Sergeant Bluff
Barb Parker – City Clerk of Salix
Sheriff David Drew - Woodbury County, Iowa
Dean Herbst - Iowa Department of Transportation
Lewis Byers - Woodbury County Soil & Water Conservation District
Karen James - Woodbury County Board of Supervisors Office
Dwight Lang - Siouxland Interstate Metropolitan Planning Council
Bryon Whiting - Iowa Department of Natural Resources
David Gleiser - Woodbury County Rural Economic Development
Aaron Lincoln - City Administrator Sergeant Bluff
Mark Huntley - Public Works Director Sergeant Bluff
John Moline - Iowa Motor Vehicle Enforcement

FROM: John Pylelo, Director of Planning and Zoning

RE: Public Hearing of December 7, 2015 for a Conditional Use Permit Re-Application by Dale and Sheila Gernhart; Contractor K&L Construction, Inc.; GIS Parcel #8847 21 351 002 addressed 2071 Glen Ellen Rd.

This notice is to advise you that on October 22, 2015 property owners Dale and Sheila Gernhart re-applied for a Conditional Use Permit (CUP). On November 3, 2015 the Woodbury County Board of Adjustment voted to accept the re-application due I part to changes within the application and supporting documentation.

The Gernharts and property lessee K&L Construction, Inc. wish to stage and operate an earthen borrow pit upon a portion of a 9.24 acre rural Woodbury County parcel. Woodbury County's zoning ordinances require borrow pits to be permitted only by conditional use permitting. The conditional use permit process includes legal notice publication with public hearing and permit approval by the Woodbury County Board of Adjustment.

The application filed shows the location of the proposed borrow pit to lie within the SW ¼ of the SW ¼ of Section 21 of Woodbury Township. More specific location information is provided in the enclosed mapping. The drive servicing the parcel is addressed 2071 Glen Ellen Road, Sioux City, Iowa.

You are being informed of this meeting and hearing should you wish to make formal comment to the Board of Adjustment on the impact of the applied for use upon public right-of-way, public infrastructure, water sources, public services, public safety, private property or to make any other comment.

The applicants are requesting permitting for the removal of up to 107,000 cubic yards of earthen material (144,450 tons) for use at an offsite roadway right-of-way project located near Salix, Iowa.The application shows a haul route impacting the following described rural Woodbury County, City of Sioux City, Sergeant Bluff or Salix roadway right of way described as follows: From 2071 Glen Ellen Road westerly to Old Lakeport Road; then southerly on Old Lakeport Road to Old Highway 75; then southerly 5.8 miles to Poplar St. (Salix); then west on Poplar St. to 275th St; then continuing west on 275th St. to I-29 right-of-way at I-29 exit 134.

The Woodbury County Board of Adjustment's public hearing on this matter is scheduled at the Board's 6:00 PM meeting on Monday, December 7, 2015. The meeting and hearing will be held on the 1st floor of the Woodbury County Courthouse, 620 Douglas Street, Downtown Sioux City, Iowa. If attending use the 7th St. entrance to the Courthouse. Be advised security procedures are now in place when entering the Courthouse.

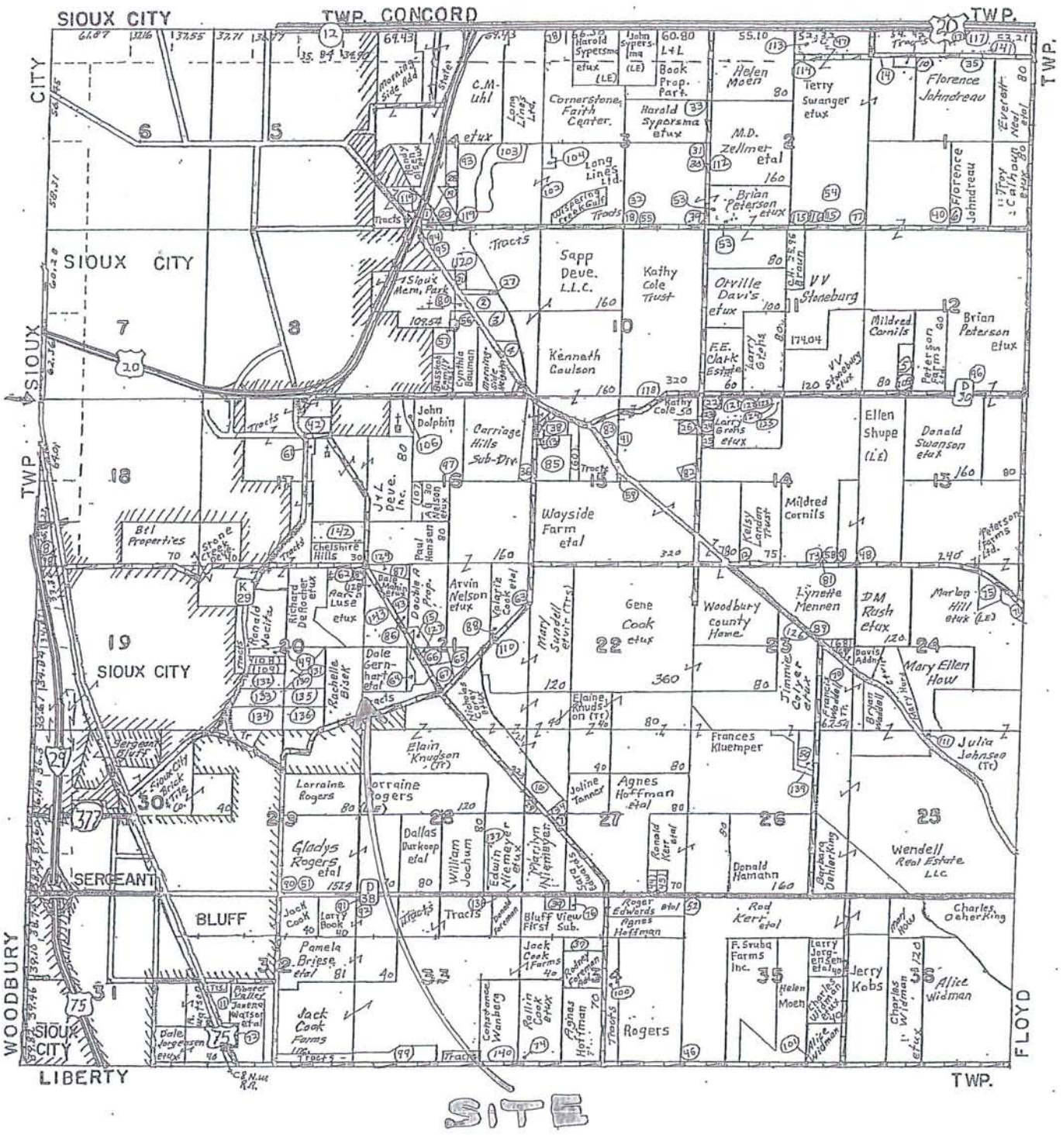
You can provide public testimony regarding this matter by attending the public hearing or by forwarding your written comments by mail, e-mail or fax to: The Office of Planning and Zoning, 6th Floor, Woodbury County Courthouse, 620 Douglas St., Sioux City, IA 51101 Fax 712/279-6530. Only signed comments will be considered. Please provide your written comments so they are received no later than 10:00 AM Friday, December 4, 2015. E-mails may be sent to John Pylelo at:

jpylelo@woodburycountyiowa.gov

Note: See location mapping and parcel information enclosed.

WOODBURY (E.Pt.)

Conditional Use Permitting for Gernhart/K&L Constuction, Inc.
2071 Glen Ellen Rd.; GIS Parcel #8847 21 351 002
SW ¼ SW ¼ Section 21 Woodbury Twnshp.



Sioux Rivers
Regional Mental Health & Disabilities Services

MEETING NOTICE

SIOUX RIVERS REGIONAL MHDS GOVERNANCE BOARD

TUESDAY, NOVEMBER 24, 2015 AT 1:30 PM

PLYMOUTH COUNTY COURTHOUSE ANNEX

Dennis Wright, Chair
pdwright@mtcnet.net

Jim Henrich, Co-Chair
jkhen@hickorytech.net

Mark Sybesma, Director
marks@siouxcounty.org

Mark Loutsch, Director
mrjlams@midlands.net

Mark Monson, Director
mark@mudflap.com

Matthew Ung, Director
matthewung@woodburycountyiowa.gov

Mike Wood, Director
mhasiouxland@aol.com

David Van Ningen, Director
dvanning@hopehaven.org

Shane Walter, CEO
shanew@siouxcounty.org

Julie Albright, Secretary
jalbright@woodburycountyiowa.gov

AGENDA

1. Welcome and Introductions.
2. Review of 10/27/15 meeting minutes – **Action**.
3. Approve Crisis Services Contract at Division St. with Siouxland Mental Health Center. - **Information/Action**.
4. FY17 Budget Discussion and Approval (salaries and positions approved at 10/27/15 meeting). **– Information/Action.**
5. Review and Approval of 2015 Annual Report – **Information/Action**.
6. Discussion: Setting Provider Negotiations and Percent Increase for FY17 – **Information**.
7. Discussion: Legislative Meeting 12/4/15 - **Information**.
8. FY17 Regional Mental Health Services Budget/Levy Recommendations – **Information/Action**.
9. Introduction of Craig Baurerly as Regional Attorney **- Information.**
10. Crisis Services Update – **Information**
11. Work Alternatives Update – **Information.**
12. Regional Mental Health Expenditures: October, 2015 – **Information/Action**.
13. Fiscal Agent Report - Dennis Butler – **Information/Action**.

Next meeting date/location/time: December 22, 2015 @ Plymouth Co. Courthouse Annex – 1:30 P.M.

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.
November, 2015		
November 9, 2015		**15**
November 10, 2015	**15**	**15**
November11, 2015	**15**	**15**
November 12, 2015	**15**	**15**
November13, 2015	**15**	**15**
November 14, 2015	**15**	**15**
November 15, 2015	**15**	**15**
November 16, 2015	**15**	

The Center averaged 15 youths both during the 6:00 a.m. and 6:00 p.m. for a weekly average of 15 youths per day during the above week.

Of the fifteen youths detained on November 16, 2015 , seven or forty seven percent were identified as gang members. Of the seventgwo or twenty nine percent were identified as highly active.

We are currently detaining two juveniles from Dakota County and five from the BIA.

Mark Olsen
Director
WCJDC
November 16, 2015

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

DATE	Day	DAILY TOTAL	LEC	ELECTRONIC MONITORING	PRAIRIE HILLS	FEDERAL PRISONERS
11/7/15	Saturday	227	212	15	0	15
11/8/15	Sunday	247	233	14	0	15
11/9/15	Monday	219	205	14	0	15
11/10/15	Tuesday	213	198	15	0	17
11/11/15	Wednesday	212	198	14	0	16
11/12/15	Thursday	213	199	14	0	16
11/13/15	Friday	199	185	14	0	15
		1530	1430	100	0	109

24 HOUR DAILY COUNT

DATE	TOTAL	MALE	FEMALE
11/7/15	250	210	40
11/8/15	271	221	50
11/9/15	246	197	49
11/10/15	239	199	40
11/11/15	231	191	40
11/12/15	225	182	43
11/13/15	224	186	38
	1686	1386	300

*Highest population count each day