NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(NOVEMBER 10, 2015) (WEEK 46 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
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held November 10, 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

4:00 p.m. 1. Canvassing for the Regular City Elections

4:30 p.m. 2. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

3. Citizen Concern — Information

4. Approval of the agenda November 10, 2015 — Action

5. Approval of the minutes of the November 3, 2015 & November 5, 2015 meeting — Action

6. Discussion and approval of claims

7. CAAS – Jean Logan
   Direction/support for changing the Education category of board representation to Financial on the Community Action Agency of Siouxland Board of Directors. — Action

8. Human Resources – Ed Gilliland
   a. Approval of Memorandum of Personnel Transactions — Action
   b. Authorize Chairman to sign Authorization to Initiate Hiring Process — Action
   c. Approval of request to remain on County health insurance plans — Action

9. Board Administration/Public Bidder – Karen James
   a. Approval of lifting tax suspension for D. H. — Action
   b. Approval of resolution for notice of property sale Parcel #059190 — Action
   c. Approval of resolution for notice of property sale Parcel #185250 — Action

10. Conservation – Rick Schneider
    Approval of Conservation Board Memorandum of Understanding (MOU) with Iowa Natural Heritage Foundation (INHF) — Action

11. Sioux Rivers Regional MHDS Service Delivery Personnel Contract Amendment — Action

12. County Treasurer – Mike Clayton
    a. Approval of resolution for a tax abatement for J. R. & S. Y. — Action
    b. Approval of resolution for a tax abatement for J.S. — Action

13. Building Services – Kenny Schmitz
    a. LED lighting installer bid packages – contractor/installer bids — Action
    b. Woodbury County trash removal contracts — Action
    c. Elevator bids have been received/reviewed — Information
    d. Building facade – window repair — Information

14. Secondary Roads – Mark Nahra
    a. Consideration of permit for installation of underground communications line within the Highway Right of Way for Northwest Iowa Telephone on 275th Street — Action
    b. Consideration of permits for work within the Highway Right of Way for Douglas Putensen to clean a county road ditch — Action
    c. Consideration of permits for work within the Highway Right of Way for Fern Holzman to clean a county road ditch — Action
    d. Consideration of a Resolution to Revise the Secondary Road FY 2016 to FY 2020 Construction Program — Action
    e. Consideration of the approval of the plans for project number L-B(W153) --73-97, for replacement of the Morgan Trail Bridge near Oto — Action
    f. Preliminary review of proposed changes to County Policy for Snow and Ice Removal from County Roads — Information
    g. Final review and approval of County Policy for Repair Requests for Drainage Districts — Information
    h. Consider the approval of preconstruction agreement number 2016 C-046 for grading and paving Highway 20 from Correctionville to the Ida County line — Action
    i. Receive and consider of award of quotations for repairs to culvert P72 — Action

15. Siouxland District Health – Kevin Grieme
    Approval of contract with RML Architects, LLC – Siouxland District Health Department — Action

16. Board of Supervisor – Matthew Ung
    Approval of a process to increase transparency in the creation of Committees — Information

Recess Board of Supervisors Meeting
Begin Bennett McDonald Smithland Drainage District Meeting

17. Consideration of approval of a quote for survey work on the Bennett-McDonald-Smithland Drainage District — Action

Adjourn Bennett McDonald Smithland Drainage District Meeting
Continue Board of Supervisors Meeting

18.	Board Administration – Dennis Butler Discussion and Action on resolution relating to financing of County road Improvements to be undertaken by Woodbury County, Iowa; establishing Compliance with reimbursement bond regulations under the Internal Revenue Code	Action
19.	Reports on committee meetings	Information
20.	Citizen's Concerns	Information
21.	Board Concerns and Comments	Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

WEDNESDAY, NOVEMBER 11	**8:05 a.m.**	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
	6:30 p.m.	Woodbury County Solid Waste Agency (Sanitary Landfill) Executive Committee Meeting, Public Safety Center, Climbing Hill
	8:00 p.m.	County's Mayor Association Meeting, Public Safety Center, Climbing Hill
THURSDAY, NOVEMBER 12	**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, NOVEMBER 17	**4:30 p.m.**	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
WEDNESDAY, NOVEMBER 18	**10:00 a.m.**	Senior Center Board of Directors Meeting, 313 Cook Street
	12:00 noon	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
THURSDAY, NOVEMBER 19	**11:00 a.m.**	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
	7:30 p.m.	911 Service Board Meeting, Public Safety Center, Climbing Hill
MONDAY, NOVEMBER 23	**6:00 p.m.**	Zoning Commission Meeting, Board of Supervisors' Chambers
	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
MONDAY, DECEMBER 7	**6:00 p.m.**	Board of Adjustment meeting, Board of Supervisors' Chambers
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 Park

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

Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the 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.

NOVEMBER 3, 2015 — FORTYFIFTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, November 3, 2015 at 4:00 p.m. Board members present were Clausen, Monson, Ung, Taylor and Smith. Staff members present were Karen James, Board Administrative Coordinator, Dennis Butler, Finance/Operations Controller, Ed Gilliland, Human Resources Director, Gloria Mollet, Assistant Human Resources Director and Patrick Gill, Auditor/Clerk to the Board.

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

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

   Motion by Smith second by Ung to overturn a decision by General Relief and approve an expenditure of $488.00. Carried 5-0.

2. Motion by Smith second by Clausen to go into closed session per Iowa Code Section 21.5(1)(a). Carried 5-0 on a roll-call vote.

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

   Motion by Clausen second by Taylor to overturn a decision by General Relief and approve an expenditure of $92.84. Carried 5-0.

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

4. Smith brought a concern to the Board on behalf of Jim Jung, 2222 Jackson St., to address the care of the Courthouse.

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

6. Motion by Taylor second by Ung to approve the minutes of the October 27, 2015 Board meeting. Carried 5-0. Copy filed.

7. Motion by Taylor second by Clausen to approve the claims totaling $387,430.42. Carried 5-0. Copy filed.

10. A public hearing was held at 4:35 p.m. for the sale of parcel #178905, 2810 W. 14th St. The Chairperson called on anyone wishing to be heard.

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

    Motion by Clausen second by Taylor to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to for real estate parcel #178905, 2810 W. 14th St., to Marilyn Semple, 2808 W. 14th St., Sioux City, for $130.00 plus recording fees. Carried 5-0.

RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA
RESOLUTION #12,287

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

By Marilyn J. Semple in the sum of **One Hundred Thirty Dollars & 00/100 ($130.00)**----------dollars.

For the following described real estate, To Wit:

Parcel #178905

Lot Four Garden View Addition, City of Sioux City and Woodbury County, Iowa (2810 W. 14th Street)

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

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

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

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

SO DATED this 3rd Day of November, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

8a. Motion by Clausen second by Smith to approve the separation of Brian Andreesen, Sheriff Reserve Officer, County Sheriff Dept., effective 10-26-15. Resignation.; the separation of Paul Barrett, Sheriff Reserve Officer, County Sheriff Dept., effective 10-26-15. Resignation.; the separation of Nicholas Bauerly, Sheriff Reserve Officer, County Sheriff Dept., effective 10-26-15. Resignation.; the separation of Luke Schauer, Sheriff Reserve Officer, County Sheriff Dept., effective 10-26-15. Resignation.; the separation of Amanda Timmer, Sheriff Reserve Officer, County Sheriff Dept., effective 10-26-15. Resignation.; the appointment of Michael Gibbs, Maintenance Technician, Building Services Dept., effective 11-04-15, $17.50/hour. Job vacancy posted 9-30-15. Entry level salary: $16.17-$18.17/hour.; and the separation of Stephanie Nelson, Asst. Director, Juvenile Detention Dept., effective 11-15-15. Resignation. Carried 5-0. Copy filed.

8b. Motion by Clausen second by Taylor to authorize the Chairman to sign the Authorization to initiate the hiring process for Assistant Director, Juvenile Detention Dept., Wage Plan: $53,484-$57,260/year. Carried 5-0. Copy filed.

8c. The Board presented an Award of Certification to Drew Bockenstedt for his donation of 7 gallons to the LifeServe Blood Center. Copy filed.

9. Motion by Clausen second by Taylor to receive County Recorders report for Fees Collected for the period 07/01/15 through 09/30/15. Carried 5-0. Copy filed.

11. Rick Schnieder, Conservation Director, presented the FY15 Conservation Department Annual Report.

Motion by Taylor second by Clausen to receive the Fiscal Year 2015 Conservation Department Annual Report. Carried 5-0. Copy filed.

12. Motion by Clausen second by Ung to approve and authorize the Chairperson to sign a Resolution for the Final Platting of ZM Addition (a minor subdivision), GIS#884729127001. Carried 5-0.

RESOLUTION ACCEPTING AND APPROVING THE PLAT OF ZM ADDITION
A MINOR SUBDIVISION TO WOODBURY COUNTY, IOWA
BOARD OF SUPERVISORS
RESOLUTION #12,288

WHEREAS, THE OWNER AND PROPRIETOR DID ON}

THE 1ST DAY OF OCTOBER, 2015, FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS ZM ADDITION, A MINOR SUBDIVISION TO WOODBURY COUNTY, IOWA; AND

WHEREAS, IT APPEARS THAT SAID PLAT CONFORMS WITH ALL OF THE PROVISIONS OF THE CODE OF THE STATE OF IOWA AND ORDINANCES OF WOODBURY COUNTY, IOWA, WITH REFERENCE TO THE FILING OF SAME; AND

WHEREAS, THE ZONING COMMISSION OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT; AND

WHEREAS, THE COUNTY ENGINEER OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT.

NOW THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, THAT THE PLAT OF ZM ADDITION, A MINOR SUBDIVISION TO WOODBURY COUNTY, IOWA BE, AND THE SAME IS HEREBY ACCEPTED AND APPROVED, AND THE CHAIRMAN AND SECRETARY OF THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, ARE HEREBY DIRECTED TO FURNISH TO THE OWNER AND PROPRIETOR A CERTIFIED COPY OF THIS RESOLUTION AS REQUIRED BY LAW.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

13. Motion by Ung second by Taylor to approve the bid for LED lighting in all County buildings to ECHO for $510,507.71 which includes 5% spare material for light bulbs & 1% spare material for light fixture Reto-fit kits to be funded through capital improvement bonds. Carried 4-1; Clausen opposed. Copy filed.

14a. Motion by Clausen second by Smith to approve the contract for project PCC Patching 2015 with Ten Point Construction Company for $94,650.00. Carried 5-0. Copy filed.

14b. Motion by Ung second by Taylor to approve a permit to work in Highway Right of Way to place underground utilities for Northwest Environmental Services. Carried 5-0. Copy filed.

14c. Motion by Clausen second by Taylor to receive for signatures a Resolution for the establishment of a stop sign at the intersection of 255th Street and CF Industries Drive. Carried 5-0.

WOODBURY COUNTY, IOWA
RESOLUTION FOR THE ESTABLISHMENT OF A STOP SIGN
AT THE INTERSECTION OF 255TH STREET AND CF INDUSTRIES DRIVE
RESOLUTION #12,289

WHEREAS, under the provisions of Section 321.255 and 321.236 (1C)(6) of the 2013 Code of Iowa, the Board of Supervisors and County Engineer are empowered to designate the location and erection of stop signs,

AND WHEREAS, the County Board and County Engineer may designate certain roads as through roads with the erection of stop signs at specified locations furnishing access thereto or designation of any intersection as a stop intersection and erect like signs at one or more locations of access to such intersections.

AND WHEREAS, traffic through the intersection discussed herein has changed due to the completion and opening of CF Industries Drive resulting in a significant change to the volume of traffic at this location,

AND WHEREAS, there are currently no stop signs controlling traffic at the new intersection,

AND WHEREAS, with the increased level of traffic at the intersection of the new and current routes, it is deemed a safety hazard to allow the traffic to move without some control of traffic movement,

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Woodbury County on this 3rd day of November, 2015, recognize as official the location of a stop sign at the intersections described below:

1. Located at the intersection of 255th Street and CF Industries Drive, causing traffic travelling east on CF Industries Drive to come to a complete stop at the intersection.

Passed and approved this 3rd day of November, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

14d. Motion by Smith second by Taylor to receive for signatures a Resolution for the speed limit on CF Industries Drive. Carried 5-0.

WOODBURY COUNTY, IOWA
SPEED LIMIT RESOLUTION FOR CF INDUSTRIES DRIVE
RESOLUTION #12,290

WHEREAS: The Board of Supervisors of Woodbury County is empowered under the authority of sections 321.255 and 321.285, subsection 4 of the Code of Iowa to determine upon the basis of an engineering and traffic investigation conducted by the County Engineer that the speed limit of any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS: Such investigation has been requested and completed and the county engineer has reached an opinion concerning the reasonable and proper speed for the road listed herein,

NOW, THEREFORE BE IT RESOLVED, by the Woodbury County Board of Supervisors that the following speed limit be established and appropriate signs erected at the location described as follows:

1) Beginning at the intersection of 255th Street and CF Industries Drive then proceeding west on CF Industries Drive to the entrance of the CF Industries north plant gate, a speed limit of 35 miles per hour is established.

Speed limit shall be effective when appropriate signs giving notice of the speed limits are erected.

Passed and approved this 3rd day of November, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

14e. The Board was presented with a preliminary review of county ordinance for construction and reconstruction of roadways and bridges on the Woodbury County Road System. Copy filed.

14f. The Board was presented a preliminary review of a county ordinance limiting the use of engine brakes in rural Woodbury County Road System. Copy filed.

15. Motion by Ung second by Taylor to award the bid for one Ford F150 pickup truck for the County Weed Commissioner to Jensen Motors for $23,318.00. Carried 5-0. Copy filed.

16a. Motion by Taylor second by Ung to approve an hourly contract, with the Baker Group, funded with gaming revenues, not to exceed $12,000.00 to study the potential of expansion of the Law Enforcement Center and the closure of the Prairie Hills facility to meet the County's jail needs. Carried 5-0, on a roll call vote. Copy filed.

16b. Motion by Taylor second by Ung to receive for signatures a Resolution thanking and commending Pastor Edgar Rodriquez for service to Woodbury County. Carried 5-0. Copy filed.

RESOLUTION #12,291

A RESOLUTION THANKING AND COMMENDING
PASTOR EDGAR RODRIQUEZ
FOR YOUR SERVICE TO WOODBURY COUNTY

WHEREAS, Edgar Rodriguez served the United States Marine Corps, First Battalion Sixth Marines, Second Marine Division in various billets from 1993-1997; and

WHEREAS, after being a pastor in Portland, Oregon in 2010 and receiving the highest award given by the city for his contribution to livability issues and community assistant programs, Edgar re-launched New Hope Church in Moville in April 2012, which has more than tripled in size; and

WHEREAS, Edgar is the founder of the Community Basket of Woodbury and Plymouth Counties and several mobile food pantries across Siouxland; and

WHEREAS, in 2013 Edgar received the Governor's Award for developing a model that helps rural town "food insecure" residents receive support; and

WHEREAS, Edgar also currently serves as the Chaplain for the Woodbury County Sheriff's Office; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of this Board thank and commend Pastor Edgar Rodriguez 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 this very deserving person, Pastor Edgar Rodriguez.

BE IT SO RESOLVED this 3rd day of November, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

17. Board members reported on committee meetings.

The Board adjourned the regular meeting until November 10, 2015.

Meeting sign in sheet. Copy filed.

NOVEMBER 5, 2015-SPECIAL MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Thursday, November 5, 2015, at 3:00 p.m. Board members present were Clausen, Smith, Taylor, and Monson; Ung was absent. Staff members present were Patrick F. Gill, Auditor/Clerk to the Board and Steve Hofmeyer, Deputy Commissioner of Elections.

The meeting was called to order to canvass multiple elections held in Woodbury County on November 3, 2015.

Steve Hofmeyer, Deputy Commissioner of Elections presented the Official Canvass results for City of Bronson were as follows:

City of Bronson Mayor

Dave Amick	Received thirty-one (31) votes
Candidate Total	**Thirty-one (31) votes**
SCATTERING	Three (3) votes
TOTAL	Thirty-four (34) votes

We therefore declare:
Dave Amick duly elected for the office of City of Bronson Mayor for the term of 2 years.

City of Bronson Council Member

Tony Thompson	Received twenty-two (22) votes
Dave West	Received seventeen (17) votes
Doug Williams	Received twenty (20) votes
Candidate Total	**Fifty-nine (59) votes**
SCATTERING	Four (4) votes
TOTAL	Sixty-three (63) votes

We therefore declare:
Tony Thompson duly elected for the office of City of Bronson Council Member for the term of 4 years.
Doug Williams duly elected for the office of City of Bronson Council Member for the term of 4 years.

Motion by Smith second by Clausen to approve and receive the Official Canvass results of the City of Bronson. Carried 4-0. Copy filed.

Steve Hofmeyer, Deputy Commissioner of Elections presented the Official Canvass results for State Representative District 5 were as follows:

Special Election for State Representative District 5 Vacancy

Charles Holz	Received two hundred twenty-one (221) votes
Candidate Total	**Two hundred twenty-one (221) votes**
SCATTERING	Three (3) votes
TOTAL	Two hundred twenty-four (224) votes

Motion by Smith second by Clausen to approve and receive the Official Canvass results for the Special Election for State Representative District 5. Carried 4-0. Copy filed.

The Board adjourned the meeting.

#7

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: ____11/4/15_____

Weekly Agenda Date: _____11/10/15_____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: _Jean Logan, Executive Director of the Community Action Agency of Siouxland__

SUBJECT: __**Community Action Board Appointment: Recommendation to change representation of member from Education to Financial**_____

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Direction/support for changing the Education category of board representation to Financial on the Community Action Agency of Siouxland Board of Directors.

EXECUTIVE SUMMARY: One third (the equivalent of 7 seats) of the Community Action Agency Board of Directors is appointed by the Woodbury County Board of Supervisors, serving as their representatives. Traditionally one of the county board members has filled one of the seats and the remaining six positions have been filled representing specific areas. Listed below are the current county representatives and categories:

Early Childhood – Sally Hartley
Health – Kevin Grieme
SW Rural – Bob Knowler
Education – vacant
NE Rural – Mark Monson
Welfare – Jodi Sigler
City of SC – Amy Tooley

BACKGROUND: One of the agency programs requires a person with financial acumen hold a position on the agency board. While we have always recruited at least one member with these qualifications, it would be a best practice to specifically designate a seat on the board. Representing education on the board are currently Sally Hartley, Kelly Adams (Sgt. Bluff-Luton Primary School Principal) and Dr. Dunker (WITCC retired CEO).

FINANCIAL IMPACT:

None

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

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

#8a

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

Date: 11-05-15

Weekly Agenda Date: 11-10-15

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 10, 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
Plummer, Matthew	Emergency Services	11-11-15	F/T Operations Officer	$15.33/hour	0%	T	Transfer from .75 Operations Officer to F/T Operations Officer.
McCoy, Leila	Social Services	11-13-15	Case Manager			S	Resignation.

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

SUBJECT: Memorandum of Personnel Transactions
gmollet

DATE: November 10, 2015

For the November 10, 2015 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1) Emergency Services Operations Officer, transfer from .75 to Full time.
2) Social Services Case Manager, Resignation.

Thank you

#8b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: 11-05-15

Weekly Agenda Date: 11-10-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Authorization to Initiate Hiring Process

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Authorize Chairman to Sign Authorization to Initiate Hiring Process

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Authorize Chairman to Sign Authorization to Initiate Hiring Process.

Approved by Board of Supervisors March 3, 2015.

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: November 10, 2015

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Emergency Services	Operations Officer (1560 hours, .75 FTE)	Wage Plan: $13.46- $14.87/hour		
	*Please see attached memo.			

Chairman, Board of Supervisors

(AUTHFORM.doc/FORMS)

WOODBURY COUNTY
EMERGENCY SERVICES
121 Deer Run Trail/Climbing Hill, IA 51015/712-876-22126-2212

MEMO

Date: November 5, 2015

To: Woodbury County Board of Supervisors

From: Gary Brown, Director

Subject: Requesting the Board of Supervisors Authorization & Approval to Hire a Part-Time Operations Officer

Woodbury County Emergency Services is requesting the Woodbury County Board of Supervisor's authorization and approval to coordinate with the Woodbury County Human Resources Department to hire a Part-Time Operational Officer, to fill the vacant position of Part-Time Operational Officer, Matthew Plummer.

Matthew Plummer has accepted the Full-Time Operations Officer position within our department effective immediately.

The new hire would need to have all the credentials to work within the State of Iowa as an Emergency Medical Technician and successfully complete all of the hiring policies of Woodbury County.

Woodbury County Board of Supervisors
Mark Monson, Chairman

Date

#8c

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

Date: 11-05-15

Weekly Agenda Date: 11-10-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Retiree Request to Remain on County Health Insurance Plans

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Approval of Request to Remain on County Health Insurance Plans

EXECUTIVE SUMMARY: Attached please find a letter from Susan Nielsen with Siouxland District Health Department. Ms. Nielsen will be retiring effective 12-30-15. She is requesting Board Approval to remain on the County's Health Insurance Plan for herself and the 65 & Over Supplemental Insurance Plan for her spouse, at their own expense.

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Approve Retiree Request to Remain on County Health Insurance Plans.

Approved by Board of Supervisors March 3, 2015.

November 3, 2015

Woodbury County Board of Supervisors
620 Douglas Street
Sioux City, Iowa 51101

I will be retiring from Siouxland District Health Department on December 30, 2015 and wish to remain on the Woodbury County Health Insurance Plan following retirement. I would like to remain on Single insurance for myself and supplemental insurance for my husband, Mark Nielsen. I understand that this will be at my own expense.
Thank you.

Susan Nielsen

Susan C. Nielsen

cc Siouxland District Health Department

#9a

WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION
MEMORANDUM

TO: Board of Supervisors

FROM: Karen James, Administrative Coordinator

DATE: November 6, 2015

RE: Lifting of Tax Suspensions

Please lift the tax suspension for D. H. as she no longer wish to have the tax suspension.

Thank you.

Attachment

#9b

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:

WOODBURY COUNTY BOARD OF SUPERVISORS

_____
Patrick F. Gill
Woodbury County Auditor
and Recorder

_____
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

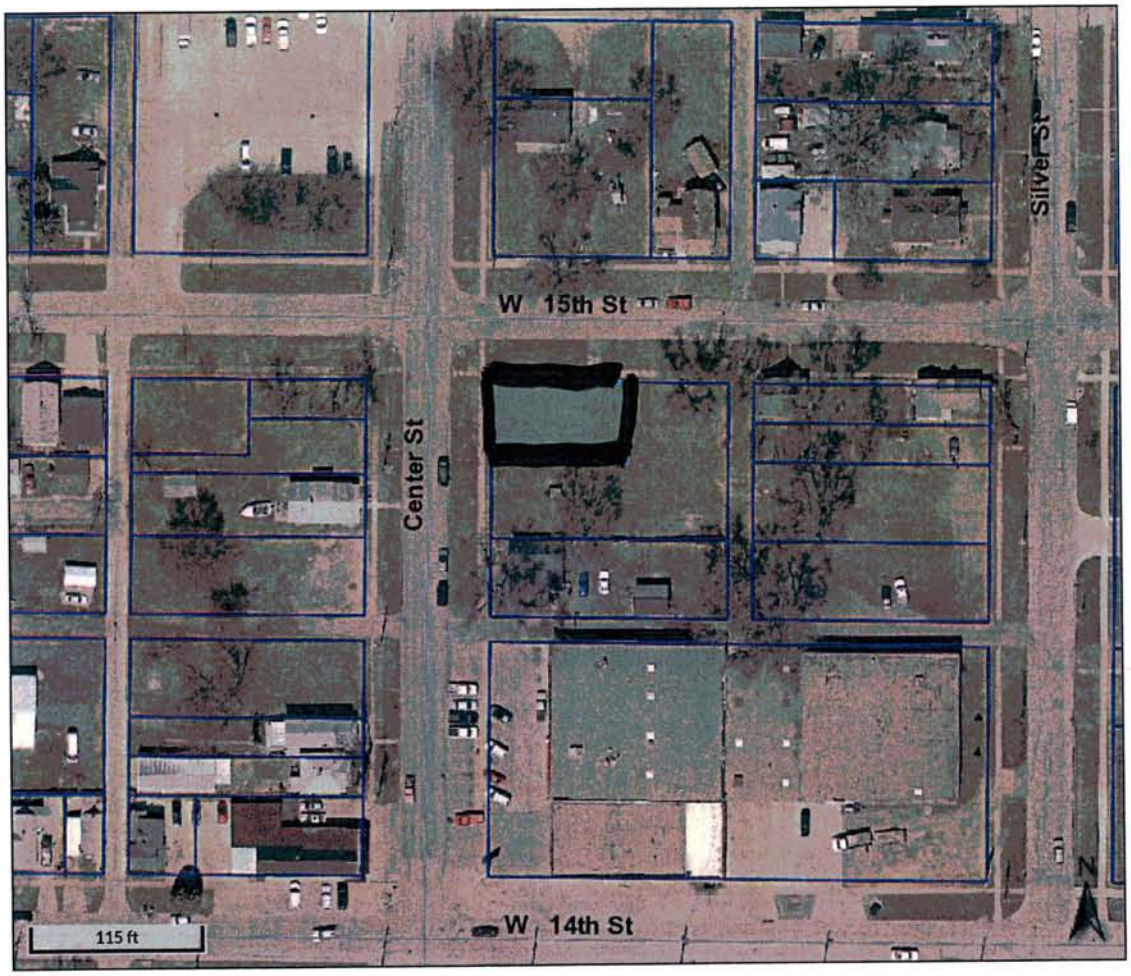
Minimum Bid Set by Supervisor: $100

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

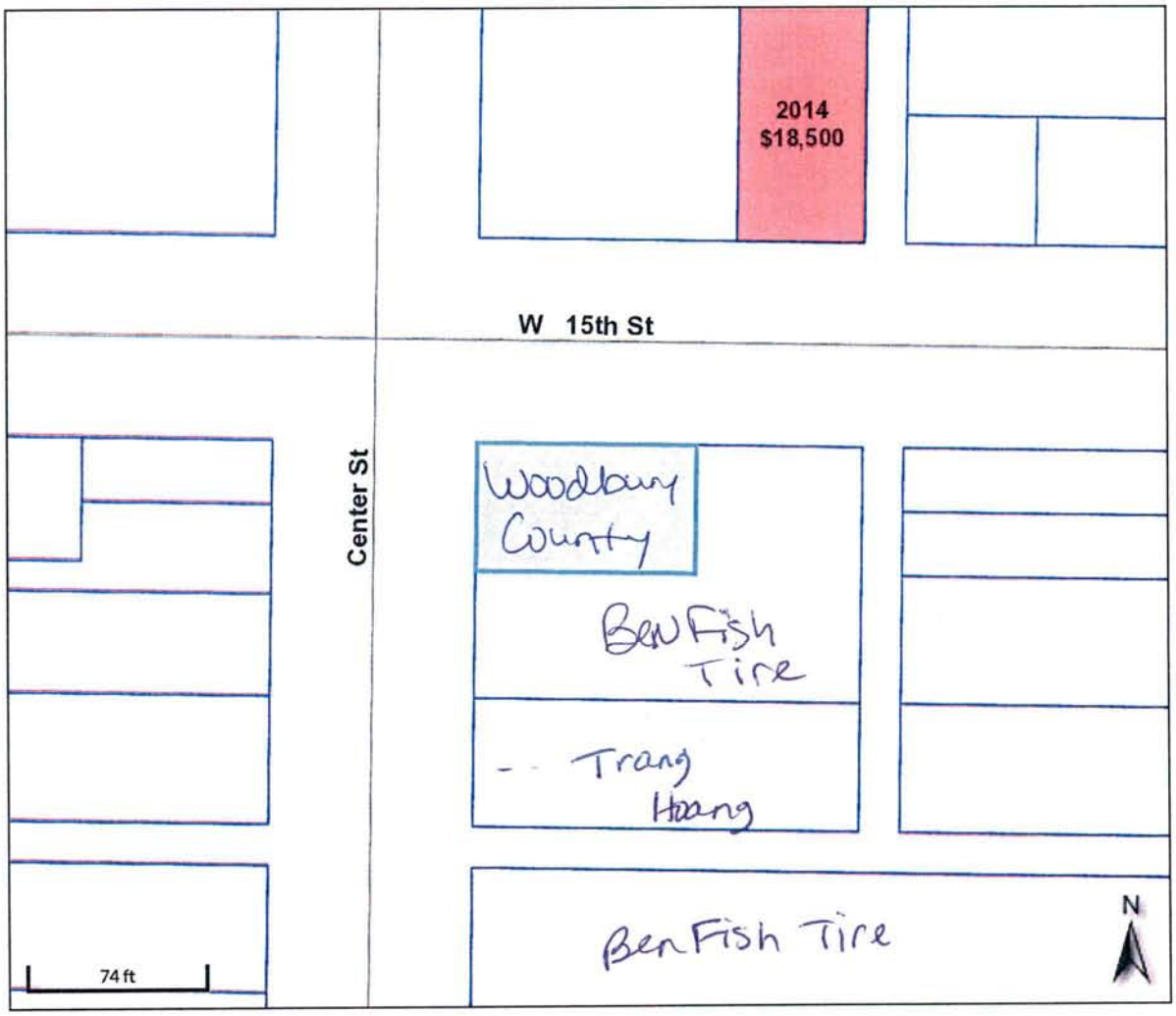
Parcel ID	894720387001	**Alternate ID**	059190	**Owner Address**	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	**Class**	C		620 DOUGLAS ST
Property Address	1420 CENTER ST	**Acreage**	n/a		SIOUX CITY, IA 51101-0000
	SIOUX CITY				
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	NORTH SIOUX CITY				
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



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

Developed by
The Schneider Corporation

#9c

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 25209 005

*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

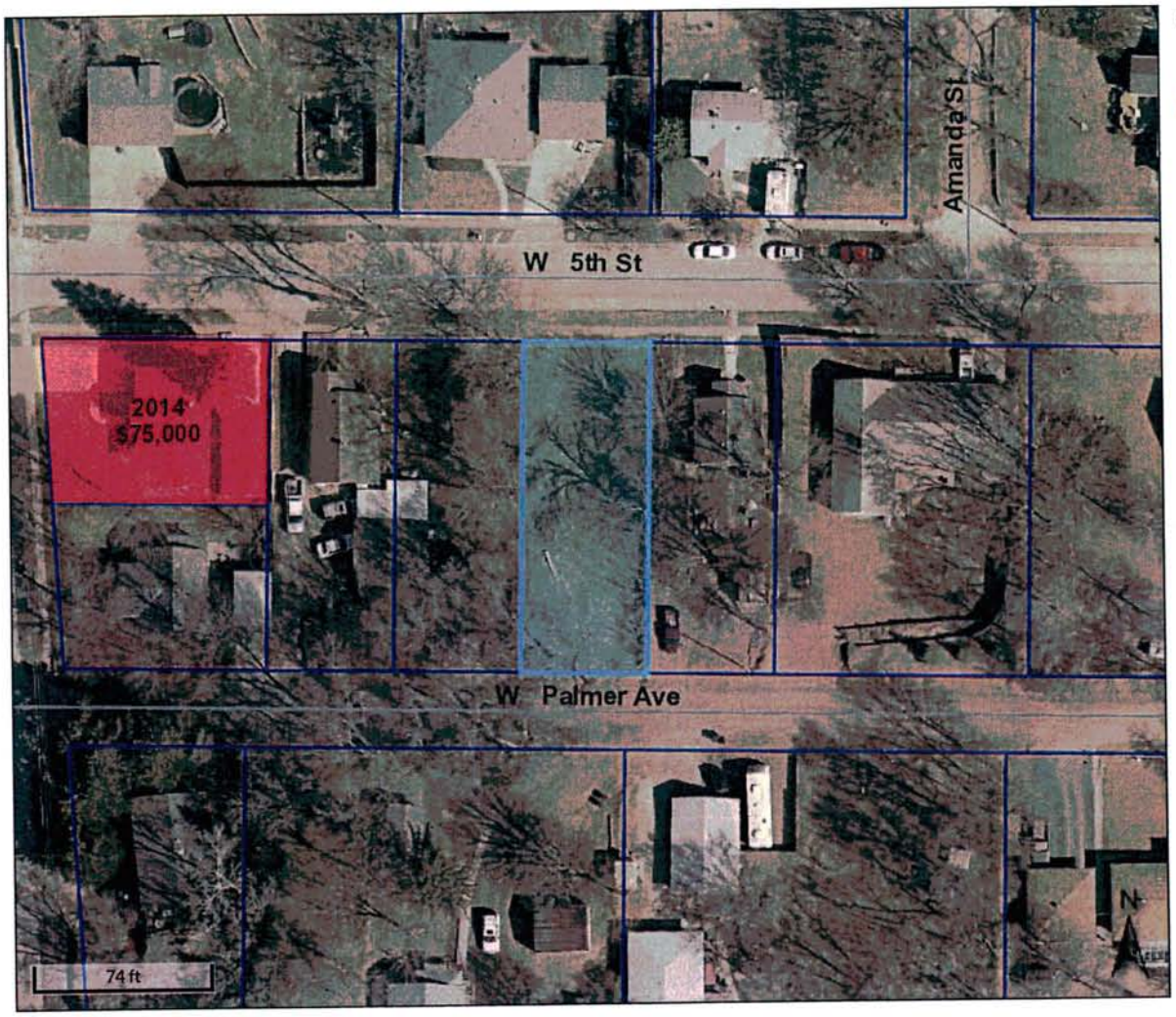
Minimum Bid Set by Supervisor: $200- plus cost of services $134- Total: $334-

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

- Roads
- Corp Boundaries
- Townships
- 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

- Roads
- Corp Boundaries
- Townships
- 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

#10

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: November 3, 2015

Weekly Agenda Date: November 10, 2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Rick Schneider, Conservation Director

SUBJECT: Conservation Area Expansion Agreement

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Approval of Conservation Board Memorandum of Understanding (MOU) with Iowa Natural Heritage Foundation (INHF).

EXECUTIVE SUMMARY: The Conservation Board requests approval of their agreement with Iowa Natural Heritage Foundation for assistance in acquiring 120 acres of land to expand Curtin Timber. The MOU could obligate the County to more than one fiscal year and therefore requires Supervisors approval.

BACKGROUND: The Conservation Board has been working to expand Curtin Timber since April. This property is a priority of the Conservation Board identified in its Long Range Land Acquisition Plan. The seller desired the property to become part of the Curtin Timber area. A formal appraisal has been conducted, and after a slightly complicated process by the seller, the property has become available. The Conservation Board typically applies for grants for acquisitions, and will be submitting a grant this month for this project. Meanwhile, the property needs to be acquired and held on behalf of the County until grant funds are available. The Memorandum of Understanding outlines this relationship with INHF. The Conservation Board will provide $124,800 up front and ask INHF to "finance" the remaining $300,000 until grant funds are available after the first of the year. The Conservation Board has worked with INHF on similar projects in the past.

FINANCIAL IMPACT: Little, if any, cost to the County. Minimal maintenance costs anticipated with management of the new property. This property has been enrolled in the tax exempt Forest Reservation program for nearly 20 years. Public conservation lands have an extremely positive economic impact for the County.

RECOMMENDATION: Approval of the Conservation Board's MOU with Iowa Natural Heritage Foundation.

ACTION REQUIRED / PROPOSED MOTION: Approve the Memorandum of Understanding between Woodbury County Conservation Board and Iowa Natural Heritage Foundation.

Approved by Board of Supervisors March 3, 2015.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Memorandum"), is between Iowa Natural Heritage Foundation (the "Foundation"), an Iowa non-profit corporation, and Woodbury County Conservation Board (the "Board") (the two parties together, the "Parties"), relative to the acquisition of the Roberts Property located in Woodbury County, Iowa, and legally described as:

> ***W ½ of the SE ¼ and the NE ¼ of the SE ¼ all in Section 29, Township 87 North, Range 43 West of the 5th P.M., Woodbury County, Iowa.***

Containing 120 acres, more or less (the "Roberts Property").

This Memorandum is understood to be an expression of the intent of the Parties to attempt in good faith to negotiate and reach binding agreements on the matters discussed by this Memorandum.

The Board, at its November 2, 2015 meeting, has agreed to purchase the Property from the Foundation under the terms of this Memorandum, but does not at this time have funds available to consummate such purchase. By virtue of its budget process, the Board expects to receive funds from Iowa Department of Natural Resources, REAP, Habitat Stamp Grants, revenue sharing or other sources which it will also use, upon receipt, to pay such Purchase Price.

In order to assist the Board in the purchase of the Property, the Parties agree to pursue good faith discussions and negotiations to draft and execute such agreements as may be necessary to finalize their mutual agreements as follows:

1. **Purchase by the Foundation.** The Foundation shall purchase the Property for no more than $424,800.00 plus tax proration plus all closing costs.

2. **Holding of the Property**. The Foundation shall hold the Property to permit the Board time to obtain funding for repurchase through Habitat Stamp, REAP or other grant programs.

3. **Holding of Title**. The Foundation shall take title to the Property in its name. Under certain conditions, the Foundation may convey legal title to the Property to the Board in order to enable the Board to receive reimbursement from certain state or federal costs sharing programs.

4. **Repurchase by the Board**. The Board shall repurchase the Property from the Foundation at a time mutually agreed to by the Parties.
    a. **Repurchase.** The Foundation will hold the Property for two years while the Board obtains the appropriate funding. Once funding is received, the Board shall repurchase the property for the original purchase price $424,800.00 plus **all of the Foundation's costs and expenses**. These expenses include, but are not limited to, *real estate taxes, interest (which begins accruing from the date of purchase), abstracting fees, recording fees, surveying cost, revenue stamps, attorney's fees, and up to an additional $1,500 of Foundation expenses associated with the acquisition of said property.* ***(*Note Woodbury County Conservation will be making a $124,800 payment upon purchase of the property from the landowner by INHF. This amount will be put directly towards the project cost leaving $300,000 of the original purchase price to be repaid.)***
    b. **Alternative Resolution.** If after two years the Board has not been able to repurchase the Property or is not in the process of repurchasing the Property, the Foundation and the Board will meet to discuss a resolution. The Foundation and the Board will discuss the options available for resolving the funding complications and make a determination as to the continuing feasibility of the project. The Board shall send a letter detailing the resolution to the Foundation so that the Parties have a clear understanding of how they will move forward with the project. The Board also agrees that the Foundation reserves the right to sell the Property privately in the event an adequate resolution cannot be accomplished. If the property is sold privately, payments made by the Board to INHF shall be refunded.

    c. **Transfer of Rights.** Upon receiving full payment of the Purchase Price, the Foundation shall relinquish its rights under this Memorandum and convey all rights, title, and interest held by it in

the Property to the Board by Corporate Warranty Deed, subject to the same conditions and restrictions, if any, as the Foundation received at the time it took title to the Property.

5. **Approval of County**. The Board's signature on this agreement is an acknowledgment that the necessary approvals to enter into this Memorandum within the county have been obtained. Foundation may request the minutes from the Woodbury County Board of Supervisors, if necessary.

6. **Examination of Title**. The Foundation shall examine the abstract and title prior to purchase of the Property. The expense shall be the responsibility of the Board and will be repaid at the time of closing between the Foundation and the Board.

7. **Liability Insurance**. In the event there are buildings, dwellings or other structures on the Property, the Board shall maintain liability insurance with coverage sufficient to replace them if damaged. The Board shall provide a certificate of liability insurance naming the Foundation as a co-insured.

8. **Hazardous Waste.** The Board shall hold the Foundation harmless from any loss, cause, or liability resulting from hazardous waste found on the subject property.

9. **Promotion of the Foundation.** Informational signs, pamphlets, interpretive and/or promotional materials, and property signs used or distributed by the Board regarding the Property shall make reference to the fact that "A cooperative project with Iowa Natural Heritage Foundation."

10. **Foundation Membership**. The Board shall maintain at least a Guardian ($100-249) level membership in the Foundation during the process of the transaction this Memorandum contemplates. Such membership will help support the efforts of the Foundation on this and other conservation projects in Iowa.

Woodbury County Conservation Board

By: President
Title

11-2-15
Date

Iowa Natural Heritage Foundation

By: _____
Title

_____
Date

Presentation of Proposed Amendment to the Service Delivery Personnel Contract

This item is for Discussion and Action

On October 27 the following changes were presented to the Governance Board of Sioux Rivers Region for action with no prior discussion.

Please see the accompanying Amendment to the Service Delivery Personnel Contract.

Job Title	Name	Salary	Sioux Rivers %	Sioux Rivers %
Sioux Rivers Regional MHDS			**July to December**	**2016**
Service Coordinator	Patty Erickson-Puttmann	**$92,936**/year	100%	100%
Admin Assistant/Office Manager	Lisa Wilson	$22.78 hr/ **47,746.88**/yr	60%	100%
MH Funding Coordinator	Julie Albright	$22.78 hr/ **47,746.88**/yr	100%	100%
MH Accounts Mgmnt/Admin Assist	Ann Landers	$22.78 hr/ **47,746.88**/yr	100%	100%
Aide	Mike Sweisberger	$8.85 hr/ **11,044.80**/yr	100%	100%
Social Worker	Theresa Jochum	**$59,589**/year	25%	100%
Mental Health Advocate – position required by Iowa Code	Connie Barrett	$17.93 hr/ **22,376.6**4/yr	100%	100%

#11

SIOUX RIVERS REGIONAL MHDS

SERVICE DELIVERY PERSONNEL CONTRACT

(amended October 2015)

This Service Delivery Personnel Contract is made pursuant to Iowa Code Chapter 28E. It shall be known as the "Sioux Rivers Regional MHDS Contract for Service Delivery" and it shall cover the following counties within said Region: Plymouth, Sioux and Woodbury.

Service Delivery Personnel contained within the scope of this agreement includes the following positions presently employed by Woodbury County:

1. **Administrative Assistant Office Manager (100%);**
2. Funding Coordinator (100%);
3. Health Accounts Manager (100%);
4. Sioux Rivers Aide (100%);
5. **Sioux Rivers MHDS Social Worker (100%);**
6. Mental Health Advocate (100%).

This Contract does not contemplate and shall not be construed to limit or expand the powers of the participating Counties, except as expressly stated in this Contract.

Pursuant to this Contract, it is agreed as follows:

1. Purpose. The purpose of this Contract is to establish a working mechanism within the Region so that the Region may jointly utilize the Service Delivery Personnel available through the three counties;
2. Authorization. The Sioux Rivers Regional MHDS Governing Board is authorized to contract with the particular County to provide one or more Service Delivery Personnel pursuant to Iowa Code 331.390.3.b and as per the Sioux Rivers Regional 28E, section 6.3 for the above purpose. The Governing Board is authorized to grant authority to said Service Delivery Personnel to assist them and the Chief Executive Officer in executing the Sioux Rivers Regional MHDS Management Plan.
3. Power and Authority. The Service Delivery Personnel shall serve at the direction of the Service Coordinator(s) and/or the Chief Executive Officer and as required by the Governing Board of Directors.
4. Compensation. The Governing Board shall contract with the particular County for the Service Delivery Personnel based upon the percentage of time that will be required to fulfill the regional functions as outlined in the job description. The percentage shall be reviewed annually based on time allocations and shall be adjusted accordingly as needed.

In addition to compensation for the Service Delivery Personnel, the Region shall reimburse the county that employs said personnel for the following benefits: PTO (sick leave, vacation), meeting expense to include mileage, meals and lodging, FICA, IPERS, workman's compensation and insurance to be determined by the County as employer of record. Each participating County does agree to provide the Service Delivery Personnel with sufficient office space, equipment, supplies and telephone/cell phones to conduct Delivery responsibilities while working within the County.

5. Effective Date of Contract. This Contract shall become effective upon the date of passage and execution by the Regional Governing Board.
6. Duration. The duration of this Contract shall be perpetual in nature.
7. Termination. This Contract shall remain in force and effect in accordance with the provisions of the Sioux Rivers Regional 28E.

This contract shall be preserved by the Regional Governing Board and a copy of this contract shall be recorded with the County Auditor of the participating County that employs the Service Delivery Personnel.

This Contract filed and dated by the respective parties as follows:

Dated this _____day of _____,2015

COUNTY OF: _____

By:_____

Chairman, County Board of Supervisors

ATTEST:

By:_____

County Auditor

SIOUX RIVERS REGIONAL GOVERNING BOARD

By:_____

Chairman, Sioux Rivers Regional Governing Board

ATTEST:

By:_____

Chief Executive Officer, Sioux Rivers Regional MHDS

	A	B	C	D	E
1	**Job Title**	**Name**	**Salary**	**Sioux Rivers %**	**Sioux Rivers %**
2	**Sioux Rivers Regional MHDS**			**July to December**	**2016**
3	Service Coordinator	Patty Erickson-Puttmann	$92,936/year	100%	100%
4	Admin Assistant/Office Manager	Lisa Wilson	$22.78 hr/47,746.88/yr	60%	100%
5	MH Funding Coordinator	Julie Albright	$22.78 hr/47,746.88/yr	100%	100%
6	MH Accounts Mgmnt/Admin Assist	Ann Landers	$22.78 hr/47,746.88/yr	100%	100%
7	Aide	Mike Sweisberger	$8.85 hr/11,044.80/yr	100%	100%
8	Social Worker	Theresa Jochum	$59,589/year	25%	100%
9	Mental Health Advocate	Connie Barrett	$17.93 hr/22,376.64/yr	100%	100%

Percentage to Sioux Rivers and to Woodbury County 2015 versus 2016

	FY 2015		FY 2016			
	Woodbury County	Sioux Rivers	Woodbury County	Sioux Rivers	Position Title	
Erickson-Puttman, Patty	10%	90%		100%	MHDS Service Coordinator	1
Albright, Julie		100%		100%	Mental Health Funding Coordinator	2
Jochum, Theresa	75%	25%	75%	25%	MHDS Social Worker	3
Wilson, Lisa	40%	60%	40%	60%	MHDS Administrative Assistant/Office Manager	4
Robinson, Diane	75%	25%	100%	0%		
Landers, Ann		100%		100%	Health Accounts Manager	5
Sweisberger, Michael		100%		100%	MHDS Sioux Rivers Aide	6
Barrett, Connie	NA	NA	0%	100%	Mental Health Advocate	7

#12a

November 4, 2015

TO: BOARD OF SUPERVISORS

FROM: MICHAEL R CLAYTON, WOODBURY COUNTY TREASURER

RE: TAX ABATEMENT PER SEC 445.16, BY RESOLUTION

Please abate the following building on leased land taxes that are uncollectable or impractical to pursue collection through personal judgment.

1) JIMMY AUGUST RING AND STACEY MICHELLE YATES , B/LL for mobile home that has been destroyed by fire and junked.
Parcel 8847 30 326 916
Taxes for 2015-16 - $16.00 plus interest.

2) JULIE ANN SANDAU, B/LL for mobile home that has been destroyed by fire.
Parcel 8944 32 131 918
Taxes for 2015-16 - $10.00 plus interest.

Michael R Clayton
by Dianne McCall
Deputy

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Jimmy August Ring and Stacey Michelle Yates. are the titleholder of a building on leased land Parcel #884730326916 located in Woodbury County, Iowa and legally described as follows:

Parcel #884730326916

SERGEANT BLUFF CITY AUD PLAT UNPLATTED L ANDS SW 1/4 30-88-47

WHEREAS, the above-stated property has taxes payable Including special assessments and the parcel is owned by Jimmy August Ring and Stacey Michelle Yates, and

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 10th day of November, 2015

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Patrick F. Gill
Woodbury County Auditor
And Recorder

_____

Mark A. Monson, Chairman

CMDs: 1-Exit

11 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 884730326916 RING JIMMY AUGUST

Total Taxes: 17.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1022045	8.00	1.00	8.00			17.00
0000	0000000						
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#126

November 4, 2015

TO: BOARD OF SUPERVISORS

FROM: MICHAEL R CLAYTON, WOODBURY COUNTY TREASURER

RE: TAX ABATEMENT PER SEC 445.16, BY RESOLUTION

Please abate the following building on leased land taxes that are uncollectable or impractical to pursue collection through personal judgment.

1) JIMMY AUGUST RING AND STACEY MICHELLE YATES , B/LL for mobile home that has been destroyed by fire and junked.
   Parcel 8847 30 326 916
   Taxes for 2015-16 - $16.00 plus interest.

2) JULIE ANN SANDAU, B/LL for mobile home that has been destroyed by fire.
   Parcel 8944 32 131 918
   Taxes for 2015-16 - $10.00 plus interest.

Michael R Clayton
by Dianne McCall
Deputy

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Julie Ann Sandau is the titleholder of a mobile home tax on leased land Parcel #894432131918 located in Woodbury County, Iowa and legally described as follows:

Parcel #894432131918

WHEREAS, the above-stated property has taxes payable Including special assessments and the parcel is owned by Julie Ann Sandau and

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 10th day of November, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Mark A. Monson, Chairman

Patrick F. Gill
Woodbury County Auditor
And Recorder

CMDs: 1-Exit

10 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894432131918 SANDAU JULIE ANN

Total Taxes: 11.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1020741	5.00	1.00	5.00			11.00
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#13a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: November 5, 2015

Weekly Agenda Date: November 10, 2015

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

SUBJECT: Woodbury- 1st County in Iowa to Install all LED Lighting- Installer Bids

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: LED Lighting Installer Bid Packages- Contractor/ Installer Bids

EXECUTIVE SUMMARY: Woodbury County has received LED Lighting Installation Bids from Five (5) Contractors. Lewis Electric, O'Dell Electric, Nystrom Electric, Metro Electric,& Thompson Electric.

BACKGROUND: LED Lighting Installer Bid packages were received & reviewed. Each County Building was broken out separately within the bid packages & there were also alternate bids for each building within the separate packages. The process was designed to provide Woodbury County the best possible cost for various installations.

FINANCIAL IMPACT: $176,115.00 Plus a contingency fund of $70,100.

RECOMMENDATION: Building Services request's Approval of bids as follows: Please see "Tabulation of Bids" Approval of Bids from- O'Dell Electric, Nystrom Electric, Metro Electric, & Thompson Electric

ACTION REQUIRED / PROPOSED MOTION: Motion to approve Contractors/ Installer Bids

Woodbury County LED Lighting Project

Intallers Bid Package

Tabulation of Bids

Bid Date: 11/2/2015

Time: 2:00 PM

Location: Woodbury County Board of Supervisors Office
Court House Building
Sioux City, IA

Baker GROUP
Baker Group
4424 Hubbell Ave.
Des Moines, IA 50317
PH: 515.262.4000

Contractor		Lewis Electric	O'Del Electric	Schramm Electric	Nystrom Electric	Metro Electric	Thompson Electric	
Required Documents								
Attended Mandatory Pre-Bid Project Meeting		YES	YES	No bid submittal	YES	YES	YES	
5% Bid Security: Certified Check or Bid Bond		Yes but personal check	Yes					
Addendums Acknowledged		In part	Yes 1-7		Yes 1-7	Yes 1-7	Yes 1-7	
Proposals -Installers								
Proposal Total for all Buildings								
Proposal Total for all Buildings	Alternate #1							
Eagles Building								
Eagles Building	Alternate #1						$2,089	
Climbing Hills Building								
Climbing Hills Building	Alternate #1					$4,220		
Court House Building								
Court House Building	Alternate #1				$40,227			
LEC Building								
LEC Building	Alternate #1						$27,746	
LEC-Jail Only Building								
LEC-Jail Only Building	Alternate #1						$27,685	
Conservation Mid Am Building						$2,900		
Dorothy Pecaut Building								
Dorothy Pecaut Building	Alternate #1				$4,225			
Moville Engineer Ofc Building								
Moville Engineer Ofc Building	Alternate #1		$2,500					
Secondary Roads Sheds Building								
Secondary Roads Sheds Building	Alternate #1		$9,500					
Siouxland Health Building								
Siouxland Health Building	Alternate #1				$18,899			
Trosper Hoyt Building								
Trosper Hoyt Building	Alternate #1				$28,701			
VA/Social Service Building								
VA/Social Service Building	Alternate #1				$1,633			
Conservation REC Building								
Conservation REC Building	Alternate #1						$5,790	**Grand Total**
			$12,000		**$93,685**	**$7,120**	**$63,310**	**$176,115**
Original Budget	**$249,684**						***Savings***	**$73,569**

#13b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: November 5, 2015

Weekly Agenda Date: November 10, 2015

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

SUBJECT: Woodbury County Trash/ Garbage Contracts

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Woodbury County Trash Removal Contracts

EXECUTIVE SUMMARY: Items to be terminated and/or contracts to be approved.

BACKGROUND: Bids were received by the City of Sioux City & Woodbury County for trash removal needs. The Building Superintendent reviewed all buildings to determine if there were contracts in place with current vendors, & if there were what the terms of those contracts were. Part of this process discovery was that some contracts currently in place fall within the realm of the Conservation Board & those should remain. Three contracts are automatically locked in as terms of existing contracts that auto-renewed.

New 2-year, 30-day termination contracts (effective January 1st, 2016 if signed) have been drafted by vendors as requested by Building Services Superintendent.

FINANCIAL IMPACT: These are invoiced on a monthly basis through operational expense budgets. There is a very slight cost reduction due to the bid process which will occur in monthly charges with contract approval.

RECOMMENDATION: Building Services requests the following:

1. Fowler Forrest Preserve, Little Sioux Park, Southwood Conservation, Snyder Bend Park, Bigelow Park, & Dorothy Pecaut Nature Center contracts remain under the authority of the Conservation Board.

2. Authority to provide notification to terminate services (effective December 31st, 2015) for the Correctionville Shed currently serviced by Sanitary Services Inc..
3. Authority to provide notification to terminate services (effective December 31st, 2015) for Lawton Shed currently serviced by CHN Garbage Service.
4. Authority to provide notification to terminate services (effective December 31st, 2015) for the Lawton Shed currently serviced by CHN Garbage Service.
5. Authority to provide notification terminate services (effective December 31st, 2015) for Siouxland District Health currently serviced by Gill Hauling.
6. Approval of new Contracts & immediate notification thereof (effective January 1st, 2015) with:
   A. CHN Garbage Service- for Correctionville Shed, Danbury Shed, Moville Sheds (2), & Climbing Hill Emergency Services.
   B. Independence Waste- for Law Enforcement Center, Trosper-Hoyte, & Siouxland District Health.
   C. Western Disposal Inc.- for Lawton Shed.
   D. Waste Management: Honor current contracts in place for Luten Shed, Horninck Shed, & Prarie Hills.

ACTION REQUIRED / PROPOSED MOTION: Motion to approve contracts with CHN Garbage Service, Independence Waste, & Western Disposal.

Service Quote / Agreement to Proceed

Independence WASTE.COM

"You Bag It, We'll Shag It"

1-800-515-0051

CUST/COMPANY NAME: City Of Sioux City Trosper Hoyt County Building SERVICE ADDRESS:822 Douglas Street CITY/ZIP: Sioux City,IA 51101	Billing Name:Woodbury County Building Services BILLING ADDRESS: 620 Douglas Street RMB07 CITY/ZIP: Sioux City,IA 51104 Email:kschmitz@woodburycountyiowa.gov
CONTACT PERSON:Kenny Schmitz	ID#
TELEPHONE # 712-253-3745	FAX #:

EQUIPMENT / SERVICE SPECIFICATIONS

Qty	Size/Yd	Description/Comments	Freq/Wk	Service Day(s) / Week Mon Tue Wed Thurs Fri Sat	charges	taxes
1	5/Yard	Trash	5XWeek	X X X X X	$416.00	
		Law Enforcement Facility				
		407 7th Street Sioux City IA 51101				
1	4/Yard	Trash	2XWeek		$138.00	
		Woodbury County Siouxland District Health				
1	2/Yard	Trash	2XWeek		$65.00	
8	64Gal	Recycling	1XWeek		$43.33	

TERMS: Customer and Independence Waste agree that the term of this agreement for the removal of non-hazardous waste is from January 1,2016-December 31,2017 30 Day termination by either party by registered mail.

CHANGES IN COST: If fuel price exceed $4.00 a gallon there will be a fuel surcharge applied.

PAYMENT: Customer agrees to pay Independence Waste each month for services rendered under this agreement, according to the billing statement requirements.

WASTE MATERIALS: Customer agrees and hereby warrants that the waste material that is received by Independence Waste shall not contain any hazardous, toxic or radioactive substances as defined by applicable federal, state, or local laws or ordinances. Customer further warrants that all waste materials received by Independence Waste shall meet the requirements for disposal at a Class II sanitary landfill. Customers assume all liability for violation of the above warranties. Customer agrees to hold harmless and indemnify Independence Waste for any damages caused or liability incurred from any violation of these warranties by Customer.

EQUIPMENT: All equipment used in the disposal of Customer's waste material remains sole property of Independence Waste. Customer is responsible for damage to Independence Waste's equipment caused by use, misuse or neglect by the Customer or Customer's agents except for ordinary wear and tear.

PREMISES: Customer authorizes Independence Waste to enter onto Customer's property for the purpose of waste removal. Although Independence Waste agrees to use due care, Independence Waste is not responsible for any damages caused to Customer's property by the weight of Independence Waste's vehicle or equipment.

HANDWRITTEN MODIFICATIONS: Any handwritten modifications in this agreement by Customer or Independence Waste which are initialed by both parties will supercede the typed provisions of this agreement.

Customer	**Independence Waste**
Signature: _____	Signature: _____
Print Name: _____	Print Name: Scott Meadows
Date: _____	Date: _____

WESTERN
DISPOSAL, INC.
P.O. BOX 885 SOUTH SIOUX CITY, NE 68776
402-494-7071

CUSTOMER ACCOUNT: COMM. MONTHLY

Effective Date: 12.1.15

Account Name: LAWTON SHED

Service Address: SW CORNER OF HWY. 20

City: LAWTON St: IA Zip: 51030

Phone # Alt. #

Contact:

Billing Address:

City: St: Zip:

EQUIPMENT/SERVICE SPECIFICATIONS

QTY.	SIZE	LIDS	WHL	LOCKS	FREQ.	SCHEDULE	CHARGES
1	2YD	☒	☐	☐	1X/WK	Mon ☐ Tues ☐ Wed ☐ Thur ☐ Fri ☐ Sat ☐ Sun ☐	$42 / MONTH
		☐	☐	☐		Mon ☐ Tues ☐ Wed ☐ Thur ☐ Fri ☐ Sat ☐ Sun ☐	$
		☐	☐	☐		Mon ☐ Tues ☐ Wed ☐ Thur ☐ Fri ☐ Sat ☐ Sun ☐	$
		☐	☐	☐		Mon ☐ Tues ☐ Wed ☐ Thur ☐ Fri ☐ Sat ☐ Sun ☐	$
		☐	☐	☐		Mon ☐ Tues ☐ Wed ☐ Thur ☐ Fri ☐ Sat ☐ Sun ☐	$
		☐	☐	☐		Mon ☐ Tues ☐ Wed ☐ Thur ☐ Fri ☐ Sat ☐ Sun ☐	$
						MONTHLY TOTAL	$

Special Instructions:

CONTRACT TERM = 2YEARS EITHER PARTY MAY CANCEL WITH 30 DAYS WRITTEN NOTICE.

del. pull ton / day after 3 days (or) per month, fuel surcharge?

By signing this agreement, customer understands that all materials placed in contractor's containers must be biodegradable.
No hazardous waste, biomedical waste, batteries, tires, oil or paints, etc. will be placed in contractor's containers.

CUSTOMER

(AUTHORIZED SIGNATURE) DATE

NAME (PLEASE PRINT)

CONTRACTOR

Jerod Davis
Ron Davis 10-21-15
(AUTHORIZED SIGNATURE) DATE

NAME (PLEASE PRINT)

SCHEDULE OF CHARGES

Service charge per month	$42.00
Casters/Locks	$
Per Yard/Ton	$
Hauling Per Load	$
Disposal Per Load	$
Total Per Load	$
Delivery Charge	$
Equipment Rental	$
Removal Charge	$
Sales Tax @ 0 %	$0
GRAND TOTAL per Month	$42.00

Agreement for Garbage Services
@ Secondary Road Department Facilities

This agreement, made on this _____ day of _____, 2015 is by and between CHN Garbage Service, Inc. (hereafter called CONTRACTOR), and Woodbury County (hereafter called CORPORATION). This agreement is for garbage service pickup at Moville Sheds (2), Lawton Shed (1), Danbury Shed (1) and Emergency Services (1). The term of the contract is for two (2) years starting January 1, 2016 and ending December 31, 2017.

Moville Sheds (quantity = 2)		
2 - 1.5 yard dumpsters picked up 1 time a week	$53.80/each	TOTAL = $107.60
Correctionville Shed		
1 – 1.5 yard dumpster picked up 1 time a week		TOTAL = $53.80
Danbury Shed		
1 – 1.5 yard dumpster picked up 1 time a week		TOTAL = $53.80
Emergency Services (Climbing Hill)		
1 – 1.5 yard dumpster picked up 1 time a week		TOTAL = $53.80

GRAND TOTAL = $269.00

ALL DUMPSTERS WILL BE EMPTIED, WHETHER FULL OR NOT.

CONTRACTOR will provide CORPORATION with a guarantee as follows: If the CONTRACTOR (and its wholly owned subsidiaries) fails to perform any of the Services described herein, CONTRACTOR shall have the right to remedy the CORPORATIONS'S complaint within 48 hours of notice (excluding Sundays and holidays) without breach of this agreement. If within three (3) days of written notice via mail, email or fax by the CORPORATION, the CONTRACTOR fails to remedy the CORPORATION'S complaint, the CORPORATION has the right to immediately deliver notice of termination with payment of all monies due to the CONTRACTOR through the termination date.

CONTRACTOR agrees to provide proof of insurance to cover damages to CORPORATIONS'S property, with the exception of dumpsters owned by the CORPORATION. CONTRACTOR will need immediate notification to ascertain any damages to property and remedy thereof.

A 30 day termination notice by either party via certified mail is required.

Contact person for CONTRACTOR and telephone number if CORPORATION has problems with service:
Ryan Clark 712-269-5663

Our signatures below signify our approval of this Agreement. Please sign both copies and return one copy to our office and keep one copy for your records.

WOODBURY COUNTY:

By: _____ Date: _____

Printed name: _____

CHN Garbage Service, Inc.
PO Box 88
Mapleton, IA 51034
712-647-3035 712-882-1377
chngarbageinc@hotmail.com

By: Roland Clark by Carrie Kohl Date: 11-5-15

Printed name: ROLAND CLARK

#13c

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: November 5, 2015

Weekly Agenda Date: November 10, 2015

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

SUBJECT: Courthouse Elevators Renovation- Bids

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Elevator Bids Have Been Received/ Reviewed.

EXECUTIVE SUMMARY: The Woodbury County Board of Supervisor's instructed RML Architects & Building Services to seek information about Courthouse Elevator Bidding & bid costs.

BACKGROUND: Prospective bidders that had attended a pre-bid mandatory meeting afterword did not submit a bid were contacted. Both Otis Elevator, & O'Keefe Elevator indicated had the project timing been different they would have provided a bid. Eletech Elevator did not return multiple calls & voice-mails.

As also requested by the Board Shumacher Elevator the single contract bidder was contacted. Schumacher has provided Four (4) options to reduce costs of their current bid as requested.

1. Removal of Division 9- resilient Tile Flooring in Elevators- Deduct $4,288.00
2. Removal of Division 23- Equipment Room HVAC. Replace with HVAC Control Cabinets- Deduct $41,449.00
3. Reuse Existing Elevator Doors- Deduct $18,690.00
4. Removal of Taxes- Deduct $13,076.00

FINANCIAL IMPACT: $384,748.00

RECOMMENDATION: Building Services recommends Removal of Item 1. Division 9, Item 2. Removal/ change Division 23 from Packaged HVAC Unit to HVAC temperature controlled cabinet, & removal of Item 4 Removal of Taxes.

Building Superintendent does not recommend removal of Item 3. Elevator Doors & believes doors should be replaced during renovation as originally planned.

ACTION REQUIRED / PROPOSED MOTION: Building Services requests drafting contracts per recommendation & bringing back to the Board of Supervisors at the November 17th, 2015 Meeting for Action.

#13d

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: November 5th, 2015

Weekly Agenda Date: November 10, 2015

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

SUBJECT: Courthouse – Building North & South Sides

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Building Façade – Window Repair

EXECUTIVE SUMMARY: Courtroom windows are in need of repair.

BACKGROUND: Courthouse Courtroom area windows are in need of repair. Courtroom 201 (East end of building) area is indicating that there is an anomaly taking place whereby frames in the center area have shifted outward approximately 1-1/4". Windows on the Southwest Courtroom area have also shifted to a lesser extent of ½". North-side East Courtroom also indicates a ¼" movement. All shifting has taken place in exactly the same location in each of the rooms.

Architects representing two firms have been contacted & on-site inspections (interior only) were completed with Building Services. Architects were asked for recommendations at the time.

Ed Storm (FEH Architects of Sioux City) has reviewed the blueprints design & consulted with an in-house Structural Engineer. FEH believes the fastening devices (possibly screws) holding the windows into place have deteriorated over time & need to be replaced.

Scotney Fenton (RDG Planning & Design of Des Moines) was also consulted. RDG believes that possibly the steel window frames have deteriorated & the frames may need to be replaced. RDG suggested Building Services re-seal all joints & areas on exterior of room #201 prior to winter & make complete repairs early next spring.

FINANCIAL IMPACT:

Long Term: Seek bids then remove & repair windows as to be determined by further study. Cost currently not known.

Short Term: Repair Courtroom 201 exterior- Rent high lift; re-seal all joints & openings to best of ability.

RECOMMENDATION: Immediately seal exterior façade at Courtroom #201 area. Consult further with an Architectural Firm. In the spring of 2016 remove window casings from South-East side of building. Determine problem & repair as necessary.

ACTION REQUIRED / PROPOSED MOTION:

#14a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: November 5, 2015

Weekly Agenda Date: November 10, 2015

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

SUBJECT: **Consideration of permit for overhead or underground utilities 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 permit for installation of underground communications line within the Highway Right of Way for Northwest Iowa Telephone on 275th Street.

EXECUTIVE SUMMARY: Permittee will be working within county right of way on a utility project. Existing lines are being relocated to allow construction of the new overpass ramps at exit 134 on I-29 at Salix.

BACKGROUND: Work in the county ROW requires a permit from the 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 Highway Right of Way to place underground utilities for Northwest Iowa Telephone.

Approved by Board of Supervisors March 3, 2015.

Woodbury County Permit No._____

PERMIT FOR USE OF COUNTY ROAD/HIGHWAY RIGHT-OF-WAY FOR OVERHEAD AND/OR BURIED UTILITIES ACCOMMODATION

REQUEST BY APPLICANT:

Name Northwest Iowa Telephone

Address 501 4th Street

Highway K25

Township Liberty & LaKeport

City of Salix

Office Phone 712-271-4000 Local Phone 712-333-1352 Section: ¼ of ¼ Sec 4, 33, 34

Type of Utility Installation Communications, T 86, 87 N, R 47 W

Plans Prepared By Northwest Ia Telephone Tom Connors Copy Enclosed X Yes ____ No

Map Showing Location Enclosed X Yes ____ No

Utility Location is ___X___ cross right-of-way ___X___ parallel to right-of-way

_____ overhead ___X___ underground

Proposed Method of Installation

_____ tunnel	_____ suspend on poles	_____ cased
___X___ jack & bore	_____ suspend on towers	_____ trench
_____ open cut	___X___ plow	

Estimated Starting Date Nov. 9th 2015 Estimated Restoration Date Dec. 11th 2015

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, and special provisions listed below or attached hereto, and any and all plans, details, or notes attached hereto and made a part thereof. Applicant is to complete in triplicate and send all copies including plans and maps to Woodbury County Engineer, 759 E. Frontage Road, Moville, IA 51039. One executed copy will be returned to the Applicant.

By Tom J Connors
(Signature of Authorized Utility Representative)

Title Construction Manager

Date 11/3/15

PERMIT APPROVAL BY PERMITTING AUTHORITY

The forgoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reverse side hereof and all attachments hereto.

By _____
(Signature of Woodbury County Board Chairman)

Title _____

Date _____

By _____
(Signature of Woodbury County Engineer)

Title _____

Date _____

Other Special Provisions:

Permit Provisions and Conditions of Issuance

1. The County and/or the County Board of Supervisors will not be charged with any responsibility for damages to the Applicant's property occasioned by any construction or maintenance operations on said county roads, including new or additional right-of-way acquired in connection therewith, subsequent to the building of the Applicant's facilities. The Board will endeavor to give the Applicant sufficient notice of any proposed construction or maintenance work, on either existing or newly acquired right-of-way that is likely to expose, cover up, or disturb any facilities belonging to the Applicant, in order that the Applicant may arrange to protect the facilities. The Board will inform contractors, and others working on the job of the location of the facilities so that reasonable care may be taken to avoid damaging the facilities, however the County and the Board of Supervisors will assume no responsibility for failure to give such notice.

2. The Applicant shall take all reasonable precaution during the construction of said facilities to protect and safeguard the lives and property of the adjacent property owners and the traveling public and shall save the County and the Board of Supervisors harmless of any damages or losses that may be sustained by adjacent property owners and the traveling public on account of such construction operations.

3. Operations in the construction and maintenance of said facilities shall be carried on in such a way as to not interfere with, or interrupt traffic on said roads. However, should the performance of work called for in this permit in any way interfere with or obstruct traffic on said roads, the Applicant shall provide the necessary flagmen as required by the Statutes when one-way traffic is involved and/or otherwise mark said work so as to protect the traveling public.

4. The Applicant shall hold the County and the Board of Supervisors harmless from any damages that may result to said highway because of the construction or maintenance of said facilities and shall reimburse the County or the Board of Supervisors for any expenditures that the County or the Board of Supervisors may have to make on said roads on account of replacement of surfacing gravel and bridge and culvert repairs.

5. Applicant shall lay, construct, operate and maintain said facilities so as not to interfere with natural drainage of the road and so as not to interfere with the construction or maintenance of said roads. When buried cable or wire lines are to be placed lengthwise with the roadway, they shall be placed in the County road shoulder or ditch near the toe of the fore-slope and parallel to centerline of roadbed at a depth of three (3) to four (4) feet by using specially designed plows or by trenching, whichever is appropriate. Plow slots and trenches shall be repacked as necessary to restore the disturbed area to its original condition. For buried line crossings of roadways not paved, an open trench may be dug and the lines placed therein, and the trench back-filled over the lines. Buried line crossings on paved roadways, lines may be placed through the sub-grade by jacking, or by boring a hole just large enough to take the lines; or if the County Engineer approves, a tunnel may be dug through and the cable or wire lines placed therein. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth. Back-filling of trenches within the right-of-way by not under the traveled roadway shall be tamped sufficiently to avoid settlement. When crossing an existing roadway, all buried facilities shall be placed a minimum of three (3) to four (4) below the bottom of the existing adjacent ditches. Overhend lines, where practical, shall be placed adjacent to and with two (2) feet of the Road/Highway Right-of-Way Line.

6. The Applicant will at any time subsequent to placing the facilities, and at the Applicant's expense, relay, replace, alter, change, reconstruct, or relocate its overhead and/or buried facilities and appurtenances thereto as may become necessary to conform to new grades, alignment, or widening right-of-way, resulting from maintenance or construction operations by the County Board of Supervisors irrespective of whether or not additional right-of-way is acquired in connection with such road improvements. The Applicant agrees to do this within ninety (90) days written notice from the Board of Supervisors, and without cost to the County. If the Applicant is unable to comply within said ninety (90) days, the Board of Supervisors may cause the work to be done and the Applicant will pay the cost thereof upon receipt of statement.

7. All work shall be done in a workmanlike manner; the surrounding ground, slopes, and ditch bottoms shall be reshaped to conform to the area and left in a neat condition satisfactory to the County Engineer. All areas where sod has been damaged or destroyed shall be re-seeded.

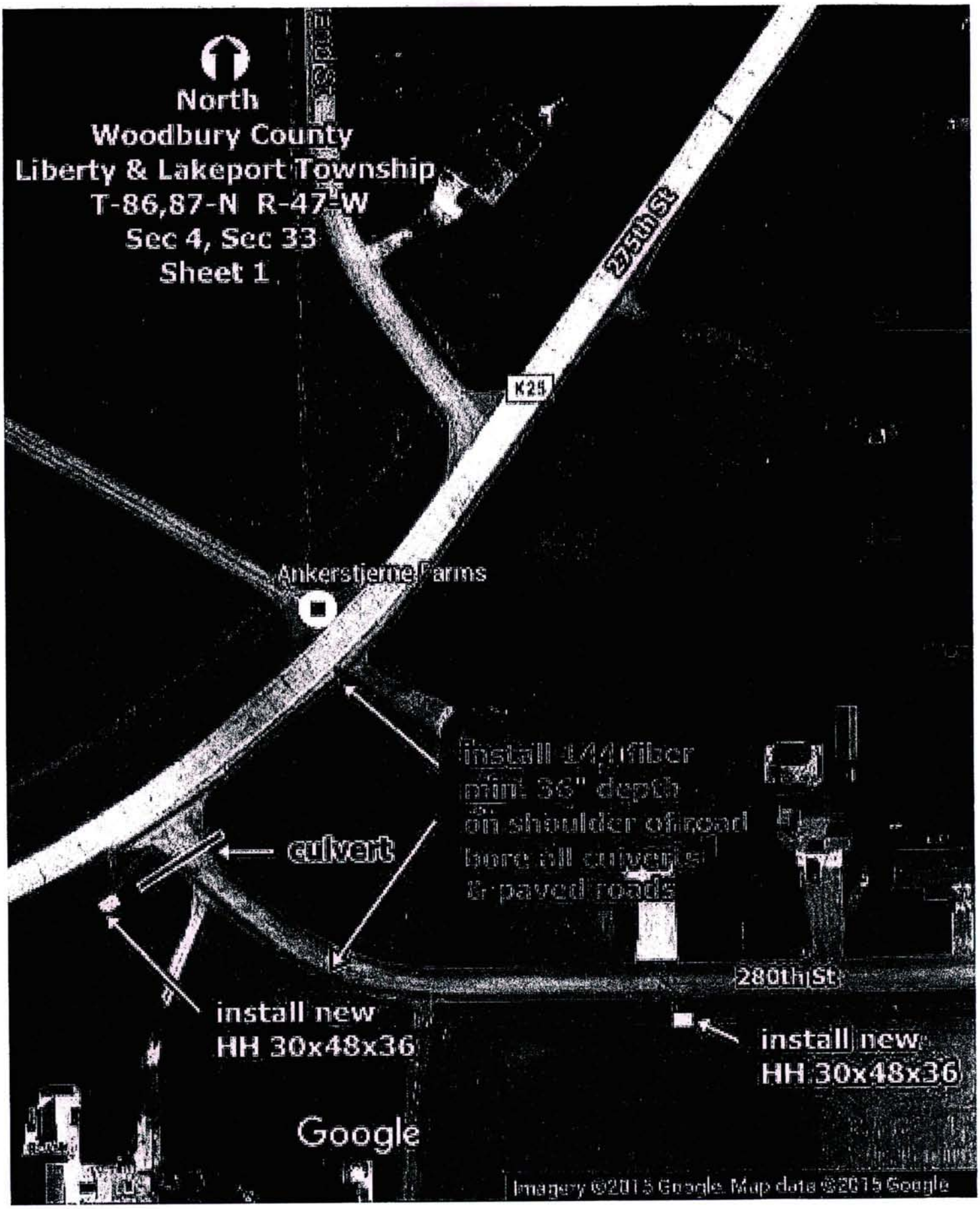
8. The Applicant shall notify the County Board of Supervisors at least forty-eight (48) hours in advance of the Applicant's intention of starting work covered by this permit on the road right-of-way. Said notice shall be in writing to the County Engineer.

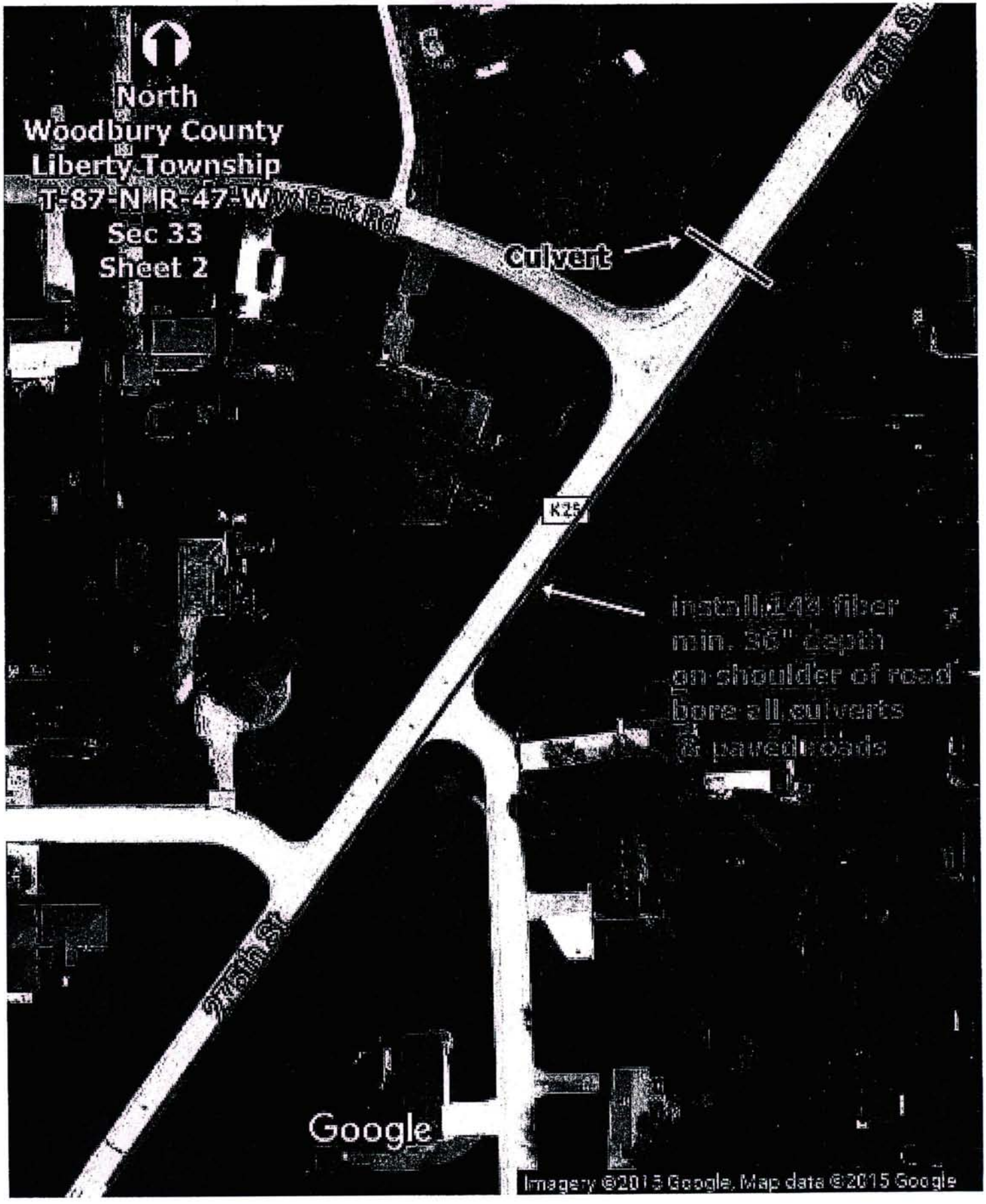
9. Applicant, its' successors, grantees and assigns shall and hereby agrees to assume all responsibility, risks and liabilities for all accidents and damages that may occur to persons and/or property on account of the work done under this permit, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, losses, and expense including judgements, costs and including attorney's fees, for personal injuries (including death) or property damage arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.

10. It is understood that this permit is issued only insofar as Woodbury County has jurisdiction and does not presume to release the Applicant from fulfilling any existing statutes relating to the installation, construction and operation of said facilities.

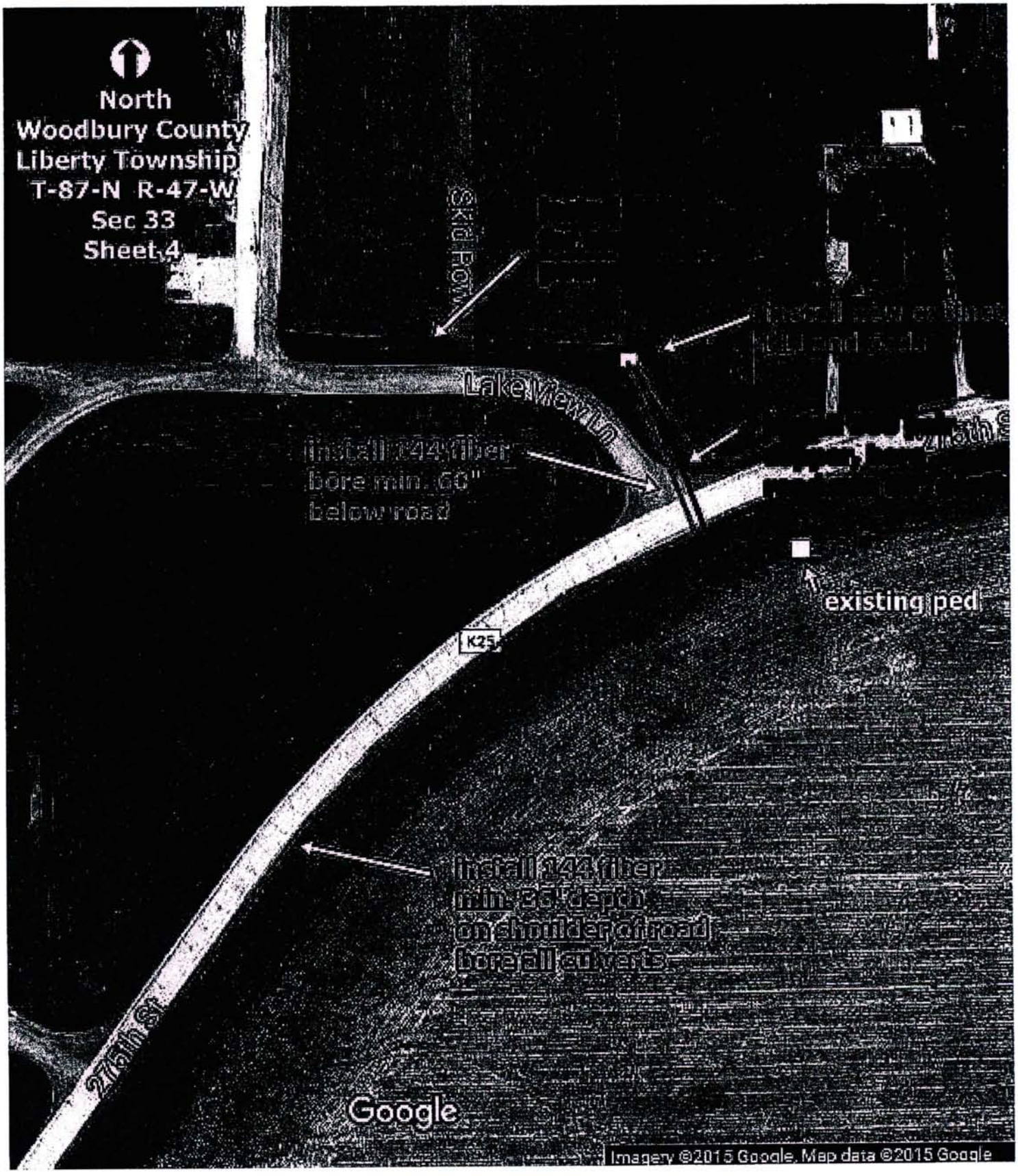
11. It is further understood that the facilities covered by this permit shall be constructed or installed within one (1) year after the date of approval of this permit, unless otherwise extended in writing by Woodbury County.

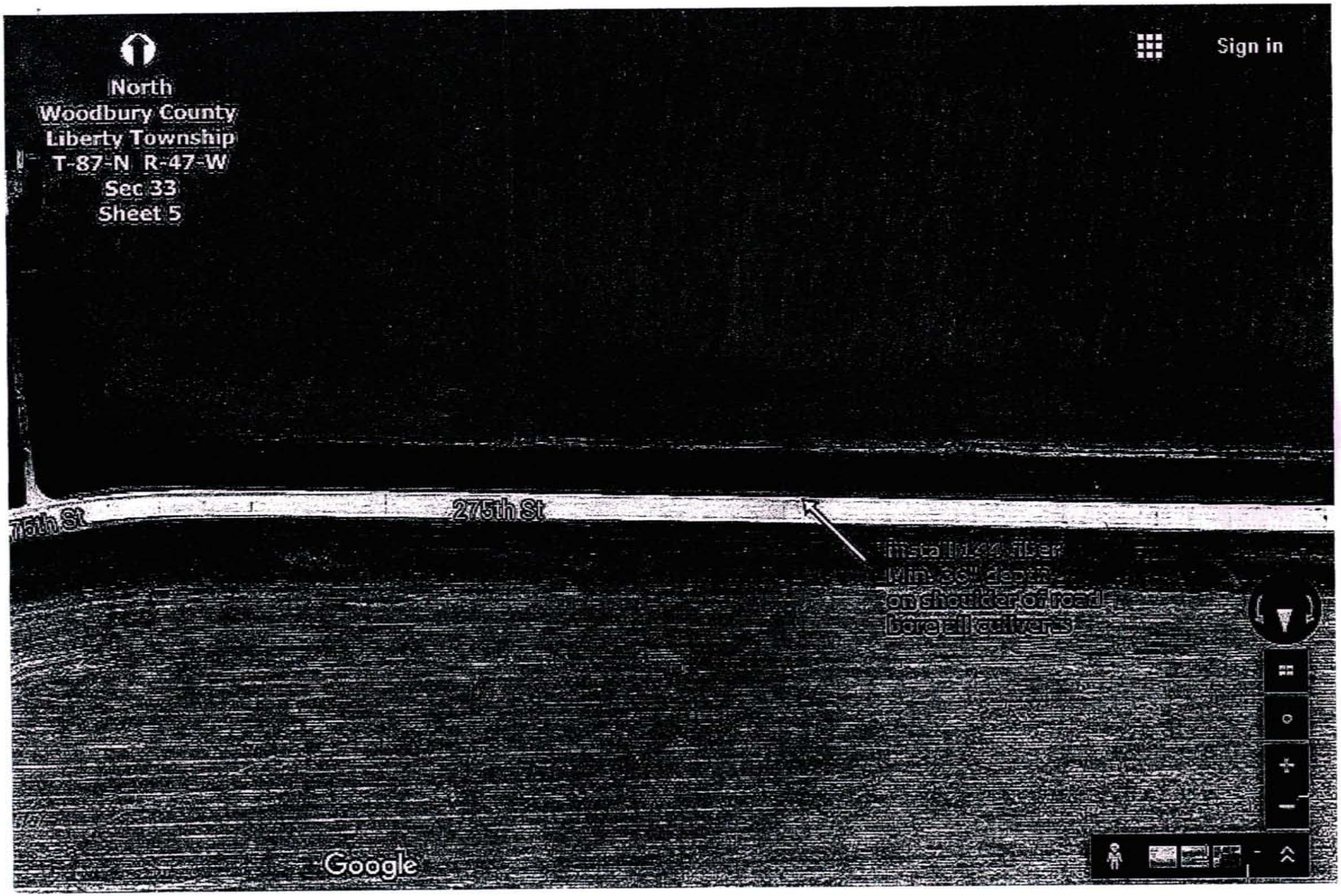
12. Engagement in the operations as herein applied for by the Applicant shall be considered and constitute an acceptance of all the terms and conditions herein set forth.

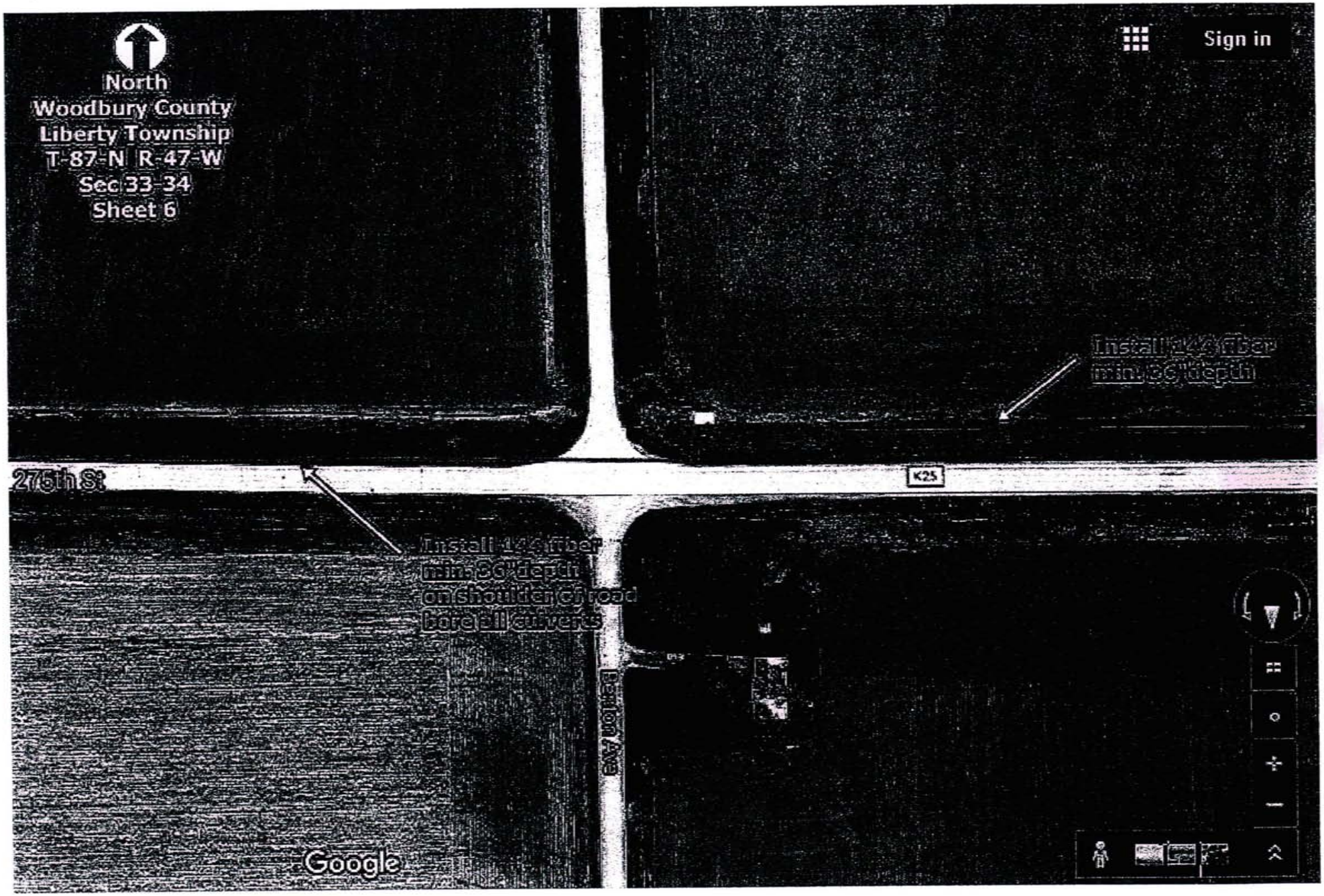

North
Woodbury County
Liberty & Lakeport Township
T-86,87-N R-47-W
Sec 4, Sec 33
Sheet 1
275th St
K25
Ankerstjerne Farms
install 144 fiber
min. 36" depth
on shoulder of road
bore all culverts
& paved roads
culvert
280th St
install new
HH 30x48x36
install new
HH 30x48x36
Google
Imagery ©2015 Google, Map data ©2015 Google

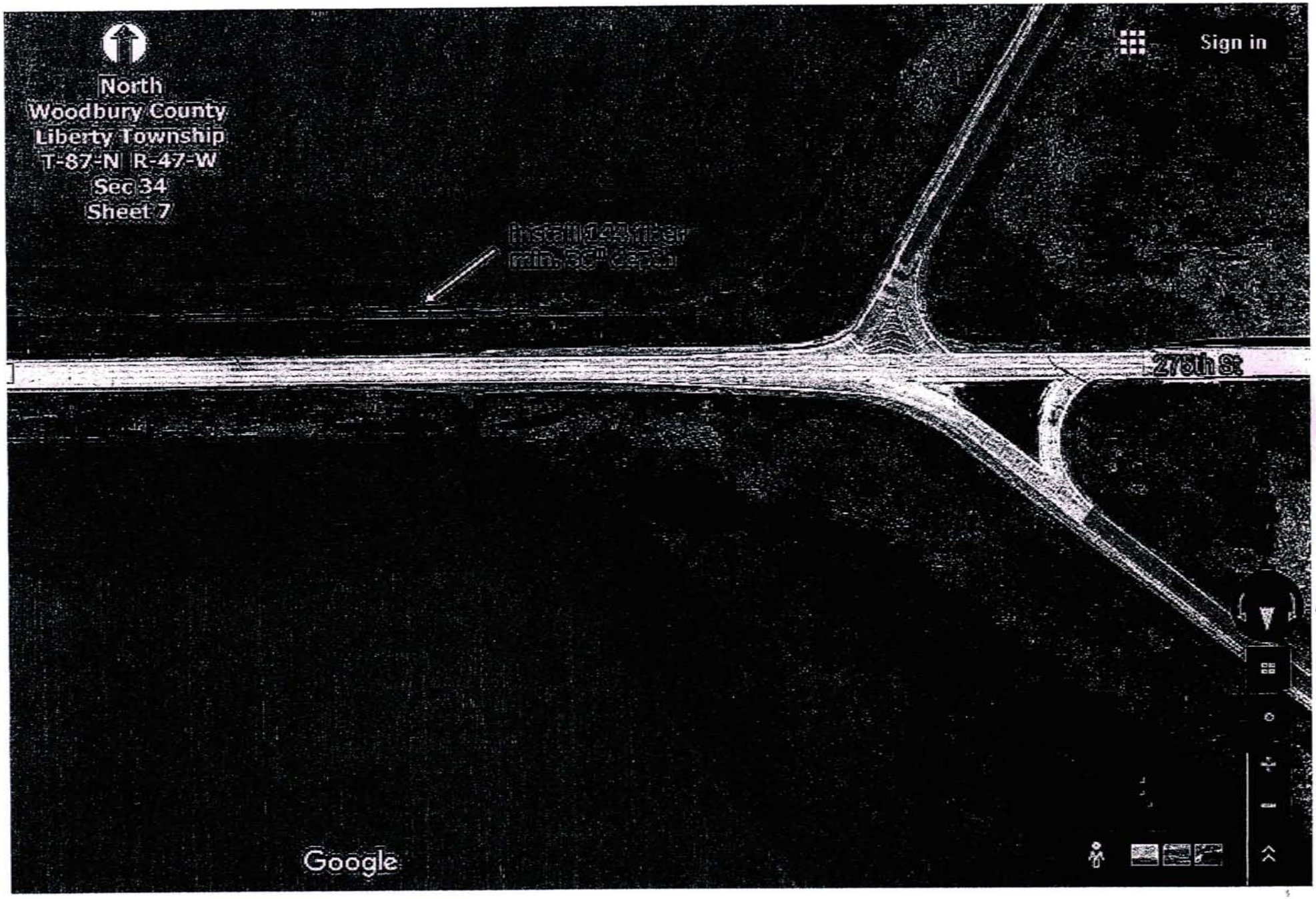

North
Woodbury County
Liberty Township
T-87-N R-47-W
Sec 33
Sheet 2
Culvert
install 144 fiber
min. 36" depth
on shoulder of road
bore all culverts
& paved roads
Google
Imagery ©2015 Google, Map data ©2015 Google

North
Woodbury County
Liberty Township
T-87-N R-47-W
Sec 33
Sheet 3
27 6th St
Lakeview Ln
K25
install 144 fiber
min. 36" depth
on shoulder of road
bore all culverts
& paved roads
27 6th St
Burdick St
Google
Imagery ©2015 Google, Map data ©2015 Google


North
Woodbury County
Liberty Township
T-87-N R-47-W
Sec 33
Sheet 4
Lake View Ln
install 144 fiber
bore min. 60"
below road
existing ped
K25
install 144 fiber
min. 36" depth
on shoulder of road
bore all culverts
275th St
Google
Imagery ©2015 Google, Map data ©2015 Google


North
Woodbury County
Liberty Township
T-87-N R-47-W
Sec 33
Sheet 5
Sign in
275th St
Google


North
Woodbury County
Liberty Township
T-87-N R-47-W
Sec 33-34
Sheet 6
Sign in
Install 144 fiber
min 36" depth
275th St
K25
Install 144 fiber
min 36" depth
on shoulder of road
bore all culverts
Denton Ave
Google


North
Woodbury County
Liberty Township
T-87-N R-47-W
Sec 34
Sheet 7
Install 144 fiber
min. 36" depth
275th St
Sign in
Google

#14b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: November 5, 2015

Weekly Agenda Date: November 10, 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 Douglas Putensen to clean a county road ditch.

EXECUTIVE SUMMARY: Permittee requested a permit to work in the right of way of 200th Street. The landowner, through his contractor, has requested a permit to clean the north ditch of 200th 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 Douglas Putensen.

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: Doug Putensen / Wallace Constr. Phone No.: _____

Mailing Address: 4920 210th St. Cushing IA 51018

Township: Rock Section: 25

Woodbury County, State of Iowa, and Wallace Construction for owner (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:

Ditch cleaning from bridge number L-77 east to field entrance.

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:

_____

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 2nd day of November, 2015.

Larry Wallace Wallace Const Inc.

Signature of Property Owner or Authorized Representative

Mark J. Nahra

Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

#14c

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: November 5, 2015

Weekly Agenda Date: November 10, 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 Fern Holzman to clean a county road ditch.

EXECUTIVE SUMMARY: Permittee requested a permit to work in the right of way of 300th Street. The landowner, through his contractor, has requested a permit to clean the north ditch of 300th 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 Fern Holzman.

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: Darrell Ed Cox Phone No.: 712 251-6067

Mailing Address: 516 2ND AVE Box 266 HORNICK IA 51026

Township: Willow Section: 8

Woodbury County, State of Iowa, and Jean E. Holzman (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:

Excavate roadway ditch (lateral No11 North ditch on 300TH ST) according to cut stakes provided by Woodbury County. Excavation shall be done to ensure a foreslope of a minimum 2:1 on roadway side of lateral.

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:
Woodbury County will stake the work area for cut & fills. Woodbury County shall be contacted 72 hours prior to start.

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the _____ day of _____, 2011.

Entered into this _____ day of _____, 2011.

X Jerry L. Holzman
Signature of Property Owner or Authorized Representative

Mark J. Nahra
Woodbury County Engineer

_____
Chair, Woodbury County Board of Supervisors

#14d

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: November 5, 2015

Weekly Agenda Date: November 10, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, P.E., Woodbury County Engineer, Secondary Road Dept.

SUBJECT: **Consideration of Approval a resolution to add a project to the Woodbury County Secondary Road FY 2016 to FY 2020 Construction Program**

ACTION REQUIRED:

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

Consideration

WORDING FOR AGENDA ITEM: Consideration of a Resolution to Revise the Secondary Road FY 2016 to FY 2020 Construction Program.

EXECUTIVE SUMMARY: Woodbury County is receiving Federal Highway Administration Emergency Relief (ER) funding for a project to repair damaged road embankments following the2014 disaster declaration. This project was approved for funding and added after the approval of the 5 year construction program in April. The project has to be added to the construction program prior to letting.

BACKGROUND: The Iowa DOT and the Iowa County Engineers Association have developed a process to add projects to the construction program in similar unforeseen circumstances by resolution. The resolution to add this project is attached.

FINANCIAL IMPACT: The added project is funded 80% by ER funds from the Iowa Department of Transportation and 20% Farm to Market funds. The total project cost is estimated to be approximately $133,000.

RECOMMENDATION: Recommend approval of the resolution to add a project to the Five Year Construction Program.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve the resolution to add the ER road embankment repair project to the FY 2016 Construction Program.

Approved by Board of Supervisors March 3, 2015.

Resolution to Revise Woodbury County
2016 Five Year Road Program

Resolution No. 0.2

Unforeseen circumstances have arisen since adoption of the approved Secondary Road Construction Program, and previous revisions, requiring changes to the sequence, funding and timing of the proposed work plan,

The Board of Supervisors of Woodbury County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2016), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

The following approved Priority Year projects shall be ADDED to the Program's Accomplishment year:

Project Number **Local ID** **TPMS #**	**Project Location** **Description of work**	**AADT** **Length** **NBIS #**	**Type Work** **Fund basis**		**Accomplishment Year** ($1000's of dollars)		
						New amount	
ER-C097(125)--58-97 ER Roadside Repairs TPMS ID: 34323	D38, 7 locations, from Int. of Knox Ave. & D38 east 5.0 Miles to Int. of D38 and Hwy 31 & in Sect 22-87-43 on D50. Repair road slides along county federal aid routes	220	Miscellaneous ER			$133	
Totals						$133	

Fund ID	Accomplishment year ($1000's of dollars)		
	Previous Amount	New Amount	Net Change
Local Funds	$3,033	$3,033	$0
Farm to Market Funds	$1,340	$1,367	$27
Special Funds	$4,343	$4,343	$0
Federal Aid Funds	$1,560	$1,666	$106
Total construction cost (All funds)	$10,276	$10,409	$133
Local 020 Construction cost totals (Local Funds + BROS-8J FA funds)	$3,033	$3,033	$0

Recommended:

Date _____ County Engineer _____

Approved:

Date _____ Chair Board of Supervisors _____

Attested:

I, _____, Auditor in and for Woodbury County, Iowa, do hereby certify the above and foregoing to be a true and exact copy of a resolution passed and approved by the Board of Supervisors of Woodbury County, Iowa, at its meeting held on the _____ day of _____, _____

_____
County Auditor

#14e

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: November 5, 2015

Weekly Agenda Date: November 10, 2015

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

SUBJECT: **Consideration of approval of plans for project number L-B(W153)—73-97**

ACTION REQUIRED:

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

Consideration X

WORDING FOR AGENDA ITEM: Consideration of the approval of the plans for project number L-B(W153)--73-97, for replacement of the Morgan Trail Bridge near Oto.

EXECUTIVE SUMMARY: This project is for the construction of a new bridge on Morgan Trail to replace the structure that was destroyed by flooding in June 2014. .

BACKGROUND: This bridge was one of the structures selected to be replaced with the special $1.3 million levy. The prior structure had been posted for less than legal loads. That structure was destroyed on or about June 20, 2014 during a severe storm event in its watershed. All required permitting and investigations have been completed, design of the new structure is complete and the project is ready to let to contract. A December 1 letting is proposed for the project.

FINANCIAL IMPACT: This project is funded with FEMA funds matched with special bridge levy funds.

RECOMMENDATION: Recommend that the Board approve the plans for letting.

ACTION REQUIRED/MOTION PROPOSED: Motion to reapprove the construction plans for project number L-B(W153)--73-97

Approved by Board of Supervisors March 3, 2015.

BRIDGE AND APPROACHES – PPCB LETTING DATE
PROJ NO. L-B(W153)--73-79

WOODBURY COUNTY

WOODBURY COUNTY FHWA STRUCTURE NO. 350380

PLANS OF PROPOSED IMPROVEMENTS ON THE

SECONDARY ROAD SYSTEM
WOODBURY COUNTY
PROJECT NO. L-B(W153)--73-79
BRIDGE AND APPROACHES – PPCB
MORGAN TRAIL OVER MILLER CREEK

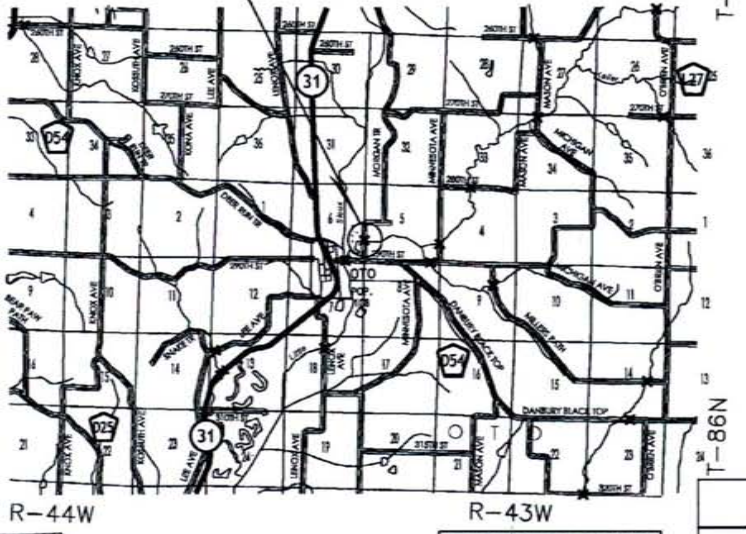
THE IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, PLUS APPLICABLE GENERAL SUPPLEMENTAL SPECIFICATIONS, DEVELOPMENTAL SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.

THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS NATIONWIDE, PERMIT NO.
A COPY OF THIS PERMIT IS AVAILABLE FROM THE WOODBURY COUNTY ENGINEER'S OFFICE UPON REQUEST. THE U.S. ARMY CORPS OF ENGINEERS RESERVES THE RIGHT TO VISIT THE SITE WITHOUT PRIOR NOTICE.

LEGEND

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

PROJECT LOCATION



LOCATION MAP
(NOT TO SCALE)

ENGLISH STANDARD BRIDGE PLANS		
STANDARD	ISSUED	REVISED
H30SI-01A-12	APRIL, 2012	05-13
H30SI-02-12	APRIL, 2012	06-12
H30SI-16-12	APRIL, 2012	05-13
H30SI-18-12	APRIL, 2012	
H30SI-19-12	APRIL, 2012	05-13
H30SI-20-12	APRIL, 2012	05-15
H30SI-27-12	APRIL, 2012	
H30SI-28-12	APRIL, 2012	
H30SI-30-12	APRIL, 2012	
H30SI-34-12	APRIL, 2012	
H30SI-35-12	APRIL, 2012	
H30SI-39-12	APRIL, 2012	
H30SI-40-12	APRIL, 2012	
H30SI-42-12	APRIL, 2012	09-14
H30SI-48-12	APRIL, 2012	09-14

TOTAL SHEETS
15
PROJECT NUMBER
L-B(W153)--73-79
FHWA STRUCTURE NUMBER
350380

INDEX OF SHEETS

NO.	DESCRIPTION
1	TITLE SHEET
2	QUANTITIES
3	ERI NOTES
4	GENERAL NOTES
5	SITUATION PLAN
6	PLAN AND PROFILE
7	SHAPING PLAN
8	TOP OF SLAB ELEVATIONS
9-10	TABULATIONS
11-12	BORING LOGS
13-15	ROADWAY CROSS SECTIONS

MARK MONSON (CHAIRPERSON)

JEREMY TAYLOR

MATTHEW A. UNC

LARRY CLAUSEN

JACLYN SMITH

BOARD OF SUPERVISORS

IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com
811

DESIGN DATA RURAL		
2036 AADT	40	V.P.D.
2037 AADT	86	V.P.D.
20 DHV		V.P.H.
TRUCKS	0	%
Total Design ESALs		

STANDARD ROAD PLANS
STANDARD ROAD PLANS ARE LISTED ON SHEET 9

MILEAGE SUMMARY 105-1 09-27-9

Div.	Location	Lin. Ft.	Miles
	STA. 99+25.00 TO STA. 103+64.22	439.22	0.083

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

Date

Iowa Registration Number 11452
Expiration Date 12/31/2016

Pages or sheets covered by this seal:
Sheets 1 Through 15

ENGLISH

#145

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: November 5, 2015

Weekly Agenda Date: November 10, 2015

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

SUBJECT: **Review of Proposed Changes to Ordinance No. 1 for Snow and Ice Removal from County Roads**

ACTION REQUIRED:

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

Information only

WORDING FOR AGENDA ITEM: Preliminary review of proposed changes to County Policy for Snow and Ice Removal from County Roads

EXECUTIVE SUMMARY: The Woodbury County Snow Ordinance was based on a statewide draft policy designed to bring the county protection granted under section 668.10(2) of the Code of Iowa. This section of the code provides a county protection from liability for accidents occurring during winter conditions when the county can demonstrate it has followed its published level of service for snow and ice removal. The original draft ordinance was revised in 1996 following an Iowa Supreme Court decision where the Cedar County snow ordinance was upheld by the court. Key provisions were added to a new statewide draft policy that are not part of the Woodbury County ordinance.

The county also has had some service level changes in the 30 years since the ordinance was adopted and it is important to bring the ordinance into conjunction with practice.

BACKGROUND: The secondary road department is reviewing all operating policies in cooperation with the Board of Supervisors. The county snow ordinance has not been changed since its adoption in 1985. Changes to the county snow ordinance were recommended by ISAC in 1996, but were not adopted in Woodbury County. This is an opportunity to review county policy.

FINANCIAL IMPACT: These policies will affect future county expenditures for snow removal. The county spends between $500,000 and $750,000 in an average year for snow removal. Depending upon the policy provisions laid out in the ordinance, the county's budget for snow removal can be affected.

RECOMMENDATION: No recommendation at this time. The policy is presented for discussion and questions only.

ACTION REQUIRED/PROPOSED MOTION: Information and discussion only.

WOODBURY COUNTY

ORDINANCE NO. 1

AN ORDINANCE TO ESTABLISH THE POLICY AND LEVEL OF SERVICE IN RESPECT TO CLEARANCE OF SNOW OR ICE AND MAINTENANCE OF THIS COUNTY'S SECONDARY ROADS DURING THE WINTER MONTHS.

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY:

SECTION 1 -- PURPOSE

The purpose of this ordinance is to establish this County's policy and level of service in respect to clearance of snow or ice and maintenance of its secondary road system during the winter months, as provided in Section 668.10(2) (2003), Code of Iowa, and pursuant to the provisions of Section 309.67, Code of Iowa. This policy and level of service are to be implemented within the amount of money budgeted for this service, and as contained in this County's secondary road budget as submitted to and approved by the Iowa Department of Transportation and adopted by the Board of Supervisors. The clearing of roads at any cost is not the County's policy.

SECTION 2 -- LEVEL OF SERVICE

Clearance of snow or ice and maintenance of the secondary road system during the winter months is primarily for the benefit of the local residents of this County. Each storm has individual characteristics and must be dealt with accordingly. The portion of the roadway improved for travel will have upon it snow and ice in compacted condition. These conditions may be continuous, or they may be more concentrated on hills, in valleys, curves, and/or intersections. The County's existing snow removal equipment will be utilized for this purpose. On occasion, County personnel may be rendered unavailable due to the provisions of the Omnibus Transportation Employee Testing Act of 1991. Except for "emergencies" as determined by the County Engineer's professional judgment, or his/her designee acting in his/her absence, on a case by case basis, all clearance of snow or ice, sanding, salting, and other maintenance respecting winter conditions shall be accomplished within the amount of money budgeted for this service and as practicable. The entire width of that portion of the road improved for travel may not be cleared of snow, ice, compacted snow and ice, or frost. Snow cleared from that part of the roadway improved for travel shall be placed on or in the adjacent shoulder, ditch, or right of way. Snow can be expected to accumulate adjacent to the traveled portion to the extent that a motorist's sight distance to both the left and right may be greatly reduced or impaired. The snow removed from intersections will be piled in its corners in piles of unequal height. The lines of sight, sight distance, or visibility of motorists approaching these

intersections may be greatly reduced or impaired. The County shall not be responsible for snow pushed or otherwise placed on the roadway or shoulders by others. Motorists shall drive their vehicles during these conditions with additional caution and watchfulness, especially in respect to the surface of the roadway, and reduced or impaired visibility, and are advised to reduce their speed at least 25 miles per hour below that legally permitted or advised under normal conditions. In respect to roadways that have only one lane open, further extreme watchfulness and caution should be exercised by the motorist, and their speed should not exceed 10 miles per hour. During these conditions, no additional warning or regulatory signs will be placed warning of impaired sight distances, visibility at intersections, road blockages, one-lane conditions, or that the road surface is slick or slippery, or what the advised speed should be.

When snow obstructs all or a portion of the right half of the roadway, it may be necessary for snow clearing equipment to be driven to the left of center of the roadway while clearing snow. Unoccupied vehicles that obstruct the traveled way or impede removal of snow from the roadway may be removed from the roadway or shoulders of the road by county personnel or towed as necessary. .

SECTION 3 -- SEQUENCE OF SERVICE

In the implementation of snow and ice removal and other maintenance of the County's secondary road system during the winter months, the County Engineer shall select the actual sequence of roads to be cleared as provided for in this section of the ordinance, and shall determine when drifting, wind velocity, and additional snow or snowstorms require that the snow removal equipment be removed from the roadway, or that additional clearance of paved roads be accomplished prior to the clearance of gravel and dirt roads. The County Engineer's professional judgment, or his/her designee's, shall prevail.

PAVED ROUTES

1. The initial effort will be to get all routes open to one-lane traffic as soon as possible and or practicable. During initial snow removal operations, paved roads may only have one lane plowed for a period of time.
2. After one-lane travel is possible, subsequent snow removal will be carried on during normal working hours.
3. The truck mounted snow plows and spreaders will normally be in operation from 6:00 AM to 5:00 PM. The trucks may be called off the road if snow and/or blowing snow reduces visibility to hazardous working conditions, in the professional judgment of the Engineer or his delegated representative.
4. When required, due to drifting snow, motor graders may be used to keep the paved roads open and the opening of gravel may be delayed.
5. It is not the policy of the County to provide a "dry" pavement condition.
6. After roads have been plowed, as provided in this section, intersections, hills, and curves may, but not necessarily, have placed on them, salt, sand, or other abrasives. These intersections, hills, and curves may not be resanded, resalted, or have other abrasives replaced on them between snowstorms.

7. Snow removal operations on designated essential industrial routes will commence at 4:30 AM and may be extended until 5:30 PM, depending upon storm conditions. Designated routes will be reviewed and designated annually by review of the Board of Supervisors in consultation with the county engineer. Essential industrial routes typically serve industries with 24 hour operations and include power plants and chemical plants. Snow removal service hours will be extended for these industries to assure required personnel shift changes at these industries.

UNPAVED ROADS

1. The initial effort will be to get all routes opened to one-lane traffic as soon as possible and/or practicable after a storm has passed.

2. After one-lane travel is possible, subsequent snow removal will be carried on during normal working hours.

3. Motor graders and/or truck plows will normally be in operation during daylight hours. Gravel roads may not be plowed if the wind is causing continual drifting. The motor graders and/or truck plows may be called off the road if snow and blowing reduces visibility to hazardous working conditions, in the professional judgment of the Engineer or his delegated representative.

4. Snow may not be removed from dirt roads or roads designated at Level B.

5. Excessive snow accumulation from snow storms and blizzards may require that snow removal operations be limited to those roads which have residences located along them. It may be necessary to provide access to some residences from one direction only, and roads with no residences may not be opened.

PRIVATE DRIVES

The County will not clear snow from private drives or any road that is not part of the secondary road system, unless said road is covered by a maintenance agreement, except in an emergency as defined in Section 5 of this ordinance. Normal snow removal operations may result in snow being deposited in private drives. Snow from private drives shall not be placed on the roadway or shoulders.

There is no time limit after a snowstorm in which any of the above sequence of clearance, on paved or unpaved roads, shall take place.

MAILBOX REPLACEMENT

The County will assume no liability for mailboxes and fences damaged because of snow removal unless such action can be determined to be malicious or by direct contact with a plow or

wing blade. The County will not replace or repair mailboxes damaged or knocked down by the force of snow thrown from the plow.

SECTION 4 -- LIMITATION OF SERVICE

Notwithstanding anything else stated in this ordinance, the policy and level of service provided for in this ordinance shall not include the following, and the following services shall not be performed:

1. Sanding, salting, or placing other abrasives upon the roadways that are slick, slippery, and dangerous due to the formation of frost.

2. Sanding, salting, or placing of other abrasives upon paved roadways due to freezing rain that occurs during the hours of darkness.

3. Placing of additional warning or regulatory signs warning of impaired sight distances, visibility at intersections, road blockages, one-lane conditions, or that the road surface is slick or slippery, or what the advised speed should be.

4. Sanding, salting, or placing abrasives upon any road, except for paved roads. If in the opinion of the County Engineer, or his/her designee, an "emergency" exists and ice has built up on hills and intersections on the gravel system that slope down to another road so as to become dangerous, abrasive material may be applied at these locations as crew and equipment availability allows and only as a last resort. This condition will not, under any circumstances, take a higher priority than placing of abrasive material on the paved road system and will only be done after the paved roads are cleared of ice and snow. Abrasive material will also only be placed after other mechanical means have been tried and failed, such as scraping with motor graders.

5. Re-sanding or re-salting for freezing and thawing between snowstorms.

6. Removing of sand, salt, or other abrasives.

7. Plowing, sanding, salting, or placing of abrasives on any road that is not within the jurisdiction of the county, unless it is agreed to do so by a 28-E Agreement between the county and the entity having jurisdiction of the road.

SECTION 5 -- EMERGENCY

Service or the level or sequence of service may be suspended during "Emergency" conditions. An "Emergency" condition shall be considered as one where loss of life is probable, where a serious injury has occurred, or where extensive loss of property is imminent. The County may respond to all "Emergency" conditions, either during or after a snowstorm.

These conditions should be verified through the Sheriff's Office or County E911 Dispatch. Any person who makes a false report of an "Emergency" to an officer, official, or employee of Woodbury County or who causes a false report to be so made shall, upon conviction, be subject to a fine of not more than $100.00 or imprisonment of not more than 30 days in the County jail.

Winter road conditions can degrade to where travel is unsafe and vehicles and passengers who become snowbound outside of shelter can face life threatening conditions. Road users need to remain aware of weather and traveler advisories. Upon declaration by law enforcement or National Weather Service that no travel is advised, and that highways, including interstates, are closed and state and county plows have been called off the roads, drivers have two hours to seek shelter and get off of county roads. If a driver becomes snowbound two or more hours after a "no travel advisory" is issued and requires rescue after becoming snowbound, the driver may be billed the cost of county staff and equipment time necessary to respond to the location where the driver is stranded.

The provisions of this ordinance shall be further suspended in the event the Governor, by proclamation, implements the State Disaster Plan, or the Chairman of the Board of Supervisors, by proclamation, implements the County Disaster Plan. If such occurs, the County personnel and equipment shall be immediately subject to the direction of the Governor or the Chairman of the Board of Supervisors.

SECTION 6 – REPEALER

All ordinances and resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 7 -- SEVERABILITY CLAUSE

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

SECTION 8 -- WHEN EFFECTIVE

This ordinance shall be in effect immediately after its final passage and publication as provided by law.

Passed and approved this _____ day of _____, 2015.

Woodbury County Board of Supervisors

_____

Chair, Board of Supervisors

ATTEST:

_____

Patrick F. Gill, Woodbury County Auditor

First Reading:_____

Second Reading:_____

Approved:_____

Published:_____

#149

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: November 5, 2015

Weekly Agenda Date: November 10, 2015

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

SUBJECT: **Approval of Drainage District Policy for Maintenance Requests and Disaster Inspections**

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Final review and approval of County Policy for Repair Requests for Drainage Districts

EXECUTIVE SUMMARY: The attached policy was reviewed and discussed by the Board at their October 6, 2015 meeting. The Board's comments from that meeting were incorporated in this final draft of the policy. The attached policy is recommended by the county engineer to provide a framework for dealing with future drainage district repair and maintenance requests. The Board of Supervisors is charged by the Code of Iowa with responsibility for administering drainage districts within the county. In the past, maintenance requests have been handled by the secondary road department. In order to better keep the board informed of work within drainage districts, we are proposing to run all requests through the board. Additionally the policy proposes that the Board will conduct inspections upon the county receiving a federal disaster declaration to allow the Board to secure any funding assistance for repairs to drainage districts that result from extreme storm events.

BACKGROUND: The secondary road department is reviewing all operating policies in cooperation with the Board of Supervisors.

FINANCIAL IMPACT: These policies will affect future work within drainage districts and subsequent levies for such work. This work is outside the county budget process and does not affect the overall county budget.

RECOMMENDATION: I recommend the policy be approved as submitted.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve the Woodbury County Policy for Drainage District Administration, Maintenance and Repair.

DRAFT

Woodbury County Board of Supervisors

Drainage District Administration, Maintenance and Repair Policy

Date: November 10, 2015

The Woodbury County Board of Supervisors is responsible for eleven drainage districts for which the Board serves as trustees. These districts are as follows:

1) Anthon Central
2) Bennett-McDonald
3) Maple River
4) Orton Slough
5) Smithland
6) Smokey Hollow
7) Upper Wolf Creek
8) Weber Creek
9) Wolf Creek
10) Wolf Creek Pump District
    a) Wolf Creek Pump District subdistrict 2
    b) Wolf Creek Pump District subdistrict 3
11) Bennett McDonald Smithland Special Project

The attached policy provides procedures for addressing maintenance and repairs within drainage districts that will provide earlier notice of repair costs to landowners and the opportunity for more transparency, landowner input, and, if requested or required, hearings prior to undertaking maintenance work in the districts. The attached policy also has provisions to more quickly identify damage to drainage district improvements after severe weather events that result in a federal disaster declaration for the county to assure that any aid in repair of county drainage improvements can be identified and obtained on behalf of county drainage districts.

Drainage District Levies:

Annual Drainage District tax levies are to be set not later than the last board meeting ahead of May 31st of the current year. Levies shall be recommended and prepared by the County Engineer's Office and the Woodbury County Budget Director and presented to the Board of Supervisors for approval.

Drainage District Maintenance Requests:

1) Requests for maintenance work within drainage districts which are managed by the Woodbury County Board of Supervisors as trustees shall be filed on a form available at the

Board of Supervisors office. The requests shall be signed by the complainant and contact information provided for setting up an appointment to view the maintenance issue. Requests for work will be considered at the next scheduled board agenda at which time the Board shall go into session as trustees of the drainage district in question.

2) The Board will receive a recommendation from the county engineer on whether or not to hire a consulting drainage engineer for necessary engineering work in response to a request for maintenance. This decision on whether to hire a consulting engineer will be based on the county engineer's recommendation. Work will be assigned to the secondary road department, if departmental work load allows, or to a drainage engineering consultant to review the site with the complainant. The county engineer or drainage engineering consultant, either of which is hereinafter referred to as the drainage engineer, will contact the complainant and review the location that is the subject of the maintenance request. Photographs of the damage will be taken. A survey of the damage will be done if deemed necessary by the drainage engineer. A report with recommendations for repair work will be filed with the Board of Supervisors for their consideration. Costs for consulting engineers to perform the work of the drainage engineer will be billed to the drainage district in which the complaint is made as part of that districts annual assessment.

3) The Board, acting as trustees for the district, will review the drainage engineer's report. If the Board determines work is needed, the Board will instruct the drainage engineer to prepare a scope of work. The drainage engineer will develop a scope of work to restore the drainage ditch as required by 468.126.

4) The scope of work for the repair will be prepared in sufficient detail for contractors to review the site and prepare quotations for the repair. The repair work may be done on an hourly basis by the contractor, by a "not to exceed" cost quotation, or by a combination of payment and measurement methods as determined appropriate by the drainage engineer depending upon the type and nature of the needed repair work.

5) The drainage engineer will seek two to three quotations from qualified contractors for all work with an engineer's estimate of less than $50,000. The Board may publish a legal notice requesting bids or quotations if they choose to do so. Quotations will be due from contractors on a date to be set by the drainage project engineer. Quotations will be brought to the Board of Supervisors for approval. The board of supervisors, acting as trustees, may, will schedule a hearing prior to awarding the quotations for all projects that have an engineer's estimate in excess of $25,000. The quote will be awarded and paid by the drainage district.

6) Work will be given general supervision by the appointed drainage engineer. Upon completion of the work, the drainage engineer shall present a certification of completion of work to the county engineer's office. The certification of completion shall specify pay items and payment due to the contractor. The county engineer's office will prepare a claim for board of supervisors' approval.

7) If the drainage engineer's estimate or the quotation for the work exceeds $50,000, the Board of Supervisors will schedule a hearing as provided in Section 468.126 of the Code of Iowa.

Severe Storm Events -Damage Inspections:

Drainage districts, like other county infrastructure, are subject to damage during extreme storm events. Like other public improvements, damaged drainage districts may be eligible for FEMA assistance with cleanup and repair of storm damage and removal of debris within the improvement.

In the event that a severe storm event occurs resulting in a disaster declaration for the county, the Board of Supervisors will hire a consulting engineer to inspect all board managed drainage district improvements to determine whether damage has been incurred within any district. The cost of the consulting engineer will be distributed among the county board managed districts in proportion to their size. The consulting engineer will prepare a report that will be presented to the county emergency manager for submittal to FEMA and IHSEMD staff for consideration for disaster aid for completion of necessary repairs. The Board, at their option, may extend the services of the drainage engineering consultant as needed to coordinate with FEMA and IHSEMD for evaluation of the damage and needed repairs.

This policy has been reviewed and approved by the Woodbury County Board of Supervisors in session on the _____day of _____, 2015.

APPROVED:

_____

Chairman-Woodbury County Board of Supervisors

#14h

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: November 5, 2015

Weekly Agenda Date: November 10, 2015

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

SUBJECT: Preconstruction Agreement with Iowa Department of Transportation regarding US 20 project east of Correctionville

ACTION REQUIRED:

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

Consider Approval X

WORDING FOR AGENDA ITEM: Consider the approval of preconstruction agreement number 2016-C-046 for grading and paving Highway 20 from Correctionville to the Ida County Line.

EXECUTIVE SUMMARY: This agreement is between Woodbury County and the Iowa Department of Transportation for work involved with grading and paving four lane highway 20. The project agreement covers the connection of county roads to the new four lane highway including county costs for paving gravel road intersections with Highway 20. County roads will be closed for variable lengths of time during construction of the new four lane highway 20. This agreement outlines the restoration and connection of county roads to the new four lane facility, including the estimated cost of construction of side road fillets at gravel road intersections with the new Highway 20 pavement.

BACKGROUND: As part of the grading and four lane improvement to US Highway 20, county road intersections must be adjusted to meet the new four lane grade. Some county roads will be closed for short periods while the grading project is underway. The county road department has also requested that gravel road intersections with Highway 20 be paved 50 feet back from the highway to allow motor graders to blend the gravel road connections to the four lane highway without pulling into traffic. These paved gravel road fillets have been agreed to in other preconstruction agreements with Iowa DOT along new four lane Highway 20 sections to enhance roadside safety

FINANCIAL IMPACT: The project has $60,155 in county participation for construction of the side road fillets. The balance of the Highway 20 construction has no county cost share. The county cost share will be paid from the secondary road fund.

RECOMMENDATION: Recommend approval of the agreement.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve the Preconstruction Agreement with the Iowa Department of Transportation for the construction county side road features outlined in agreement number 2016-C-046.

July 2014

IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project

County	Woodbury/Ida
Project No.	NHSN-020-1(123)--2R-97
Iowa DOT Agreement No.	2016-C-046
Staff Action No.	

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Woodbury County, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 20 within Woodbury County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

The DOT and the LPA previously entered into the following agreement(s) for the above referenced project: Agreement No. 2013-1-091 for right of way acquisition was executed by the DOT and LPA on December 14, 2012 and December 4, 2012 respectively; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Portland Cement Concrete (PCC) pavement grade and new on U.S. 20 from east of Correctionville east to the west junction with U.S. 59 (see Exhibit A for location).

b. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:

i. 155th Street will be reconstructed from the west edge of County Road L37/Safford Avenue west approximately 2,249 feet. A 30-foot wide roadway with 24-foot wide granular surfacing will be constructed.

ii. County Road L37/Safford Avenue will be reconstructed from the south edge of U.S. 20 south approximately 563 feet. A 24-foot wide paved roadway with 6-foot wide granular shoulders will be constructed.

iii. Sidney Avenue will be reconstructed from the north edge of U.S. 20 north approximately 499 feet. A 30-foot wide roadway with 24-foot wide granular surfacing will be constructed.

iv. Story Avenue will be reconstructed from the south edge of U.S. 20 south approximately 448 feet. A 30-foot wide roadway with 24-foot wide granular surfacing will be constructed.

v. Taylor Avenue will be reconstructed from the south edge of U.S. 20 south approximately 793 feet. A 30-foot wide roadway with 24-foot wide granular surfacing will be constructed.

vi. Wayside Avenue will be reconstructed from the south edge of U.S. 20 south approximately 541 feet. A 30-foot wide roadway with 24-foot wide granular surfacing will be constructed.

vii. Cushing Black Top will be reconstructed from the south edge of U.S. 20 south approximately 899 feet. A 24-foot wide paved roadway with 6-foot wide granular shoulders will be constructed.

viii. Paved fillets will be constructed at the following locations (see Exhibit A):

(a) Sidney Avenue (north side of U.S. 20)
(b) Story Avenue (south side of U.S. 20)
(c) Taylor Avenue (south side of U.S. 20)
(d) Wayside Avenue (south side of U.S. 20)

c. Paving of granular secondary road approaches beyond 10 feet from the edge of the primary road pavement shall be 100% LPA cost based on the estimated quantities as shown on Exhibit B.

2. Project Costs

a. The LPA shall reimburse the DOT for its share of the project costs estimated at $60,154.65, as shown in Exhibit B. The amount paid by the LPA upon completion of construction and proper billing by the DOT will be determined by the actual quantities in place and the accepted bid at the contract letting.

b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

a. U.S. 20 through-traffic will be maintained during the construction.

b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.

c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.

5. Construction & Maintenance

a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.

b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 2.110.

c. If necessary, the DOT will relocate at project cost all existing LPA-owned destination lights, and signs which require adjustment as part of this project (if any). If the LPA chooses to perform relocation of the LPA-owned lighting and signing, the DOT will reimburse the LPA for said relocations upon receipt of a properly documented billing from the LPA. Any destination lights which require adjustment as part of this project which are owned by a utility company and rented to the LPA will be relocated by the utility company at no cost to the project.

d. Structures built by the DOT over or under a primary road will be maintained structurally sound by the DOT, including repairs to floors and railing and painting. For structures serving roadways which are not on the primary road system, the cleaning and removal of snow, debris and foreign objects from local road traffic lanes, sidewalks or walkways within the project limits (if any) including pedestrian overpasses or underpasses will be the responsibility of the LPA.

6. General Provisions

a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.

c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.

d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.

e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.

f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2016-C-046 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF WOODBURY COUNTY:

By:_____ Date_____, 20___.
Chairperson

ATTEST:

By: _____
County Auditor

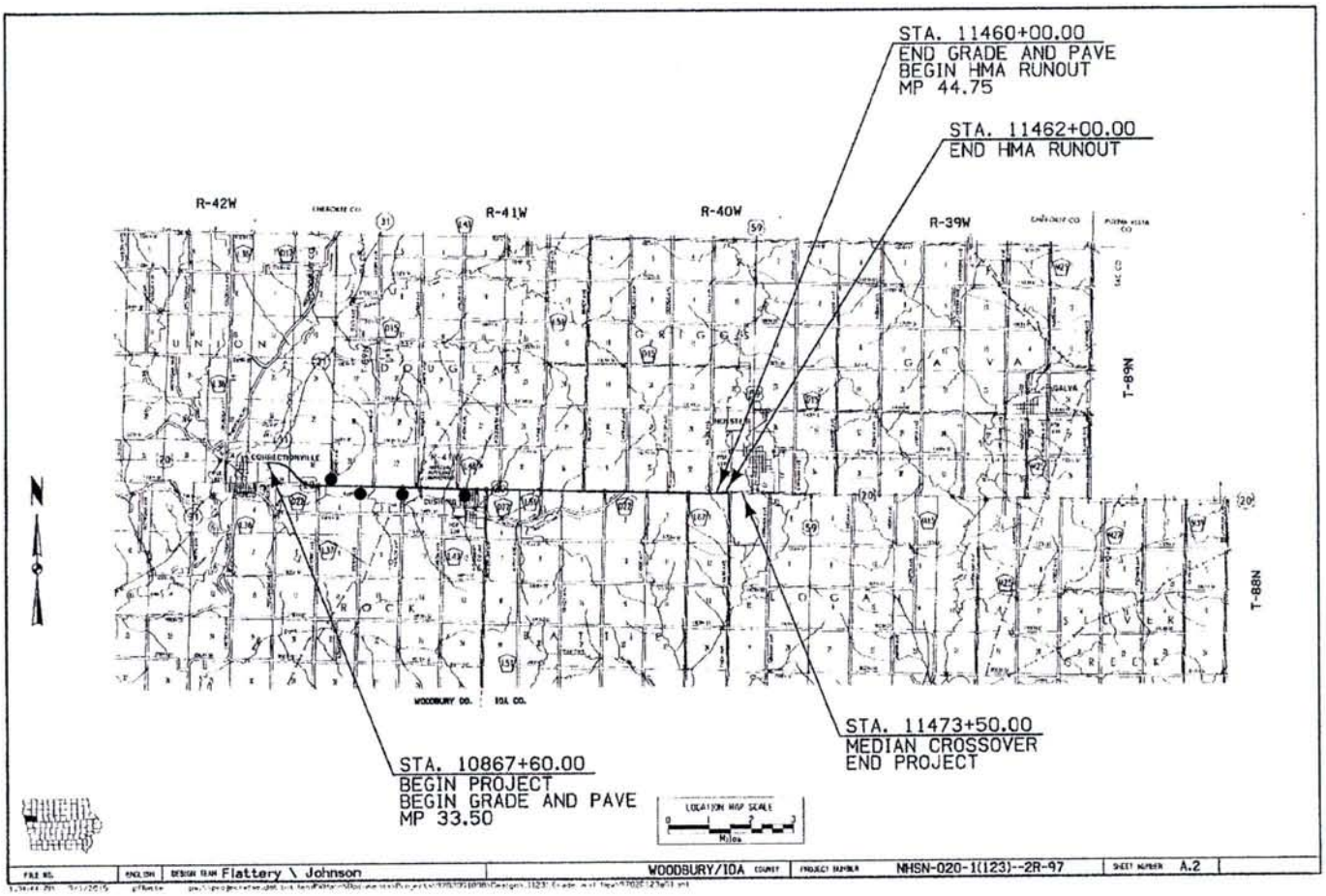
IOWA DEPARTMENT OF TRANSPORTATION:

By:_____ Date_____, 20___.
Tony Lazarowicz
District Engineer
District 3

EXHIBIT A

Project Location

Paved Fillet Locations ●



July 2014

EXHIBIT B

Project Costs

Woodbury County NHSX-020-1(123)--3H-97

			Sideroad 10" PCC Paving Quantities/Costs									
Side Road	Begin Grading Sta.	End Grading Sta.	Pavement Width	Pavement Length	Pavement Area SY	$/SY	Amount for PCC	Granular Subbase SY	$/SY	Amount for Subbase	Total $	County Share $
Sidney Ave.	1201+35.12	1206+25.00	30.0	50.0	405.2	$30.00	$12,156.00	455.7	$6.50	$2,962.05	$15,118.05	$15,118.05
Story Ave. South	1301+00.00	1305+47.79	30.0	50.0	401.4	$30.00	$12,042.00	451.9	$6.50	$2,937.35	$14,979.35	$14,979.35
Taylor Ave.	1498+50.00	1506+43.19	30.0	50.0	402.0	$30.00	$12,060.00	452.5	$6.50	$2,941.25	$15,001.25	$15,001.25
Wayside Ave.	1799+25.00	1804+66.04	30.0	50.0	403.5	$30.00	$12,105.00	454.0	$6.50	$2,951.00	$15,056.00	$15,056.00
Total					**1612.1**		**$48,363.00**	**1814.1**		**$11,791.65**	**$60,154.65**	**$60,154.65**

#14i

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: November 5, 2015

Weekly Agenda Date: November 10, 2015

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

SUBJECT: **Receive and Consider of award of quotations for repair work on culvert P72**

ACTION REQUIRED:

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

Consideration X

WORDING FOR AGENDA ITEM: Receive and consider of award of quotations for repairs to culvert P72

EXECUTIVE SUMMARY: Quotations will be received by November 9, 2015 for repairs to culvert P72 on county route D54. This culvert is at the location of a road slide that occurred in July 2015 following heavy rains. To properly repair the road slide, this culvert must be extended to avoid repetition of this slope failure in the future.

BACKGROUND: The department solicited quotations from area contractors. The estimate cost of the work is less than $50,000, so alternative bid methods may be used.

FINANCIAL IMPACT: This project is funded within the county secondary road fund made up of local option sales tax, road use tax fund, and property tax receipts.

RECOMMENDATION: Receive quotes for the work. Award work after bid prices are checked.

ACTION REQUIRED: Motion to accept and award to the contractor providing the low quotation for work on extending culvert P72 and repairing the failed road foreslope on county route D54.

Approved by Board of Supervisors March 3, 2015.

#15

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: __November _5, 2015_____

Weekly Agenda Date: ___November 10, 2015_____

DEPARTMENT HEAD / CITIZEN: __Kevin Grieme – Siouxland District Health Deparmtment_____

SUBJECT: __Approval of contract with RML Architects, LLC.- Alterations to Building for Siouxland District Health Department_____

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Approval of contract with RML Architects, LLC – Siouxland District Health Department

EXECUTIVE SUMMARY: This contract requires approval by the Board of Supervisors, as the owner of the facility at 1014 Nebraska Street. The intended work is for a building remodel in the clinic area of services.

BACKGROUND: This contract was originally issued to Siouxland District Board of Health. In clarifying, it was determined that since 1014 Nebraska is a county building, this contract should be approved by the Board of Supervisors. This has been reviewed by the Assistant County Attorney and has been modified at his request.

FINANCIAL IMPACT: The fees reflected in this contract are to be the responsibility of Slouxland District Board of Health, so there is not financial impact to the county General Fund. Contract amount to be paid is $41,942.75.

RECOMMENDATION: To approve the contract.

ACTION REQUIRED: Formal vote and approval of the motion as stated above.

Approved by Board of Supervisors March 3, 2015.

AIA® Document B104™ – 2007

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

AGREEMENT made as of the 10th day of November
in the year 2015
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)
Siouxland District Board of Health (Lessee)
1014 Nebraska St.
Sioux City, IA 51105

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

OWNER

Woodbury County Board of Supervisors
Woodbury County Courthouse
Sioux City, Iowa

and the Architect:
(Name, address and other information)
RML Architects, LLC.
922 Douglas Street
Sioux City, IA 51101
(712) 293-0332

for the following Project:
(Name, location and detailed description)
Alterations to building for
Siouxland District Health Department
1014 Nebraska St.
Sioux City, IA

The Owner and Architect agree as follows.

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Demolition and remodel of portions of the existing W.I.C. and clinic area of the existing Siouxland District Health Department Building, 1014 Nebraska St.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's

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approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the

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Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, 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 shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall 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.

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

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's 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.

§ 3.4.3.2 The issuance of a Certificate for Payment shall 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) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the

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appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services Weekly ( ) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

~~**§ 4.2.3** If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner

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regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner

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requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

~~**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.~~

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

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§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION (See Exhibit A)

~~§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted~~.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due ~~and all Termination Expenses as defined in Section 9.7~~.

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~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

$56,446.25, RML Architects will credit $14,503.50 that has already been invoiced (1/5 thru 10/1) and paid towards the contract amount. Therefore establishing a contract balance of $41,942.75

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At the Architect's normal hourly rates. A copy of which is attached hereto.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

At the Architect's normal hourly rates. A copy of which is attached hereto.

Init.

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§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~Fifteen~~ ZERO percent (~~15~~ 0 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase:	percent (9.9	%)Invoiced & Paid
Construction Documents Phase:	percent (60.1	%)
Construction Phase:	percent (30	%)
Total Basic Compensation	one hundred percent (100.00%	)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached .

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
~~.9 All taxes levied on professional services and on reimbursable expenses;~~
~~.10 Site office expenses; and~~
~~.11 Other similar Project related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants ~~plus Fifteen percent (15 %) of the expenses incurred.~~

See attached schedule of reimbursable expenses.

Init.
/

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§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1½% per month on the overdue balance

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or ~~has been found liable for the amounts in a binding dispute resolution proceeding~~. As provided in Section 9.1

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

The parties acknowledge that Owner is a governmental entity and as such open records laws apply. The parties also acknowledge the the Architect will prepare plans and specifications in order to send this project out to contractors for competitive bids. The Architect will provide the Owner with a Certificate of Professional Liability.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:
(List other documents, if any, including additional scopes of service and AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

Siouxland District Board of Health

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

OWNER *(Signature)*

Woodbury County Board of Supervisors Chair
(Printed name and title)

ARCHITECT *(Signature)*

MIKE NESWICK, PARTNER
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Exhibit A

The following replaces Article 9.1

9.1 If the owner fails to make payments to the Architect in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement, except that payment may be withheld from the Architect for the Architect's substantial noncompliance or nonperformance formally claimed or determined in accordance with the terms of this Agreement without penalty to the Owner for such withholding. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid in full all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

SCHEDULE OF REIMBURSABLE EXPENSES

COPIES up to 11x17	Black & White	$0.16/Sheet
	Color	0.55/Sheet
PRINTS	Up to 24x36 Size	3.30/Sheet
	30x42 Size	5.00/Sheet
COLOR DRAWING PLOTS	Up to 24x36 Size	6.60/Sheet
	30x42 Size	8.00/Sheet
	Glossy	Add 2.00/Sheet
FAX	Incoming or Outgoing	0.50/Sheet
BOARD MOUNTED DISPLAYS		34.00/Board
MISCELLANEOUS	Mileage, Postage, Large Format Copies, Supplies, Out of Town Lodging, Out of Town Meals and Out of Town Travel Expenses including fares and car rental	Cost + 15%

SCHEDULE OF HOURLY RATES

Partner	135.00/Hour
CAD Technician II	77.00/Hour
CAD Technician I	45.00/Hour
Clerical	45.00/Hour

RML Architects, LLC also offers an Architectural fee based on a percentage of the construction cost or a fixed Architectural fee. Fees are negotiated on a project-by-project basis.

Fees are subject to change without notice.

Earning your trust...since 1982.

#16

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S)

Date: November 4, 2015

Weekly Agenda Date: November 10, 2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Matthew Ung

SUBJECT: Approval of a process to increase transparency in the creation of committees

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Approval of a process to increase transparency in the creation of committees

EXECUTIVE SUMMARY: As it regards special committees not mandated by law, a transparency problem exists—the public cannot hold the board accountable for its committees because it is almost impossible to track their existence and function. Some board members assigned to special committees are clearly noted on the website under "liaison assignments." Others are created during the year, and unless a citizen knows the exact date a special committee was created, it is impossible for them to get easy answers to these questions: Does the committee still meet? Why? Who serves on it? What do they do? There is no rhyme or reason as to why some committees are posted online while others are not. It is extremely easy for the board to create a committee—it should be just as easy for a citizen to follow its actions.

BACKGROUND: This board has created special committees this year and the members, purpose, and sunset date are not always clearly agreed on by the board or accessible in a central location by the general public. Taxpayers should not have to hunt down a specific date's meeting minutes to find out very limited details about a committee.

Examples of confusion:

- On March 17th, an informational agenda item recommended a committee of two members created by resolution. The board approved minutes stating "It was the consensus of the Board to move forward with the discussion and the formation of a working committee to consider the proposal." On March 22nd, the Sioux City Journal reported five names who "will" serve on the panel (committee). On March 24th, an agenda item to create the committee by motion was removed from the agenda. Clearly there is confusion whether committees are established by consensus, motion, or resolution, and that confusion is passed to the general public. We need to establish a best practice.
- From a Sept. 23rd letter in the Sioux City Journal by Supervisor Taylor referencing Supervisor Smith: "*The Journal asks to know why the [space/facility study] committee formed to implement such a study hasn't been meeting; however, the committee has never met, according to Auditor Pat Gill.*" We should not be debating "he said, she said" as it regards committees that either do or do not exist.
- At the Nov. 3rd board meeting, what was referenced as a "committee" was included within "step 2 of 7" in a motion to follow an agreement and obligate funding. It was unclear whether that committee's creation would be returning for board definition and approval, prompting the media panel to ask who would serve on it.
- On Nov. 4th, a member of the committee dealing with rural economic development created Oct. 6th told me "they" may add another member to their committee ahead of their next committee meeting. There is no procedural safeguard to keep that from happening without the board's knowledge/approval.

FINANCIAL IMPACT: Committees cause employees to incur mileage and meal costs to the county.

RECOMMENDATION. The Auditor's Office must be empowered and directed to compile such records from the board and to make them accessible in a central location, benefiting both the board and the public.

I will coordinate with the Auditor's Office to create a standardized form for the creation of committees, to be brought before the board next week for action.

In consultation with Auditor Gill and Deputy Auditor Jessen, I believe committees of all types should submit a form for board approval when created or changed. They must stipulate, according to Article VI in the bylaws, whether the committee is required by Iowa Code, created by the provisions of Iowa Code Chapter 28E, created by agreement, or created for a special purpose. (There is currently no way for either the board or the public to discern a committee's type).

The form must also satisfy the following:

- State the name.
- State the purpose.
- State the creation date.
- State the members' names or positions.
- State the intended frequency of meetings, if known.

We agreed that committees already in existence should be directed to complete these details and gain board approval within a deadline. The form must also note that special committees must be reauthorized every year or they will naturally sunset at the end of every calendar year.

ACTION REQUIRED / PROPOSED MOTION: (Next week) "I move that:

the attached form for the creation of committees be adopted by the board and that all existing committees created for a special purpose be directed to submit the form within two weeks to remain authorized;

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.

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

#17

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: November 5, 2015

Weekly Agenda Date: November 10, 2015

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

SUBJECT: **Consideration of requesting quote for survey work on the Bennett – McDonald – Smithland Drainage District.**

ACTION REQUIRED:

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

Consideration X

WORDING FOR AGENDA ITEM: Consideration of approval of a quote for survey work on the Bennett-McDonald-Smithland drainage district.

EXECUTIVE SUMMARY: The Board of Supervisors, serving as drainage district trustees, is responsible for the maintenance and repair of the levees protecting land constituting the Bennett-McDonald-Smithland Drainage District in and around the city of Smithland. The district levees and facilities are inspected annually by the U. S. Army Corps of Engineers and they file a report with the county in regard to the condition of the district facilities and required maintenance of said facilities. One deficiency cited in the last two inspections of the levees noted encroachment on the levee easement by adjacent farming operations.

BACKGROUND: Bidding requirement under Chapter 468 of the Code of Iowa provides for the "Board at any time on its own motion, without notice, may order done whatever is necessary to restore or maintain a drainage or levee improvement in its original efficiency or capacity, and for that purpose may remove silt and debris, repair any damaged structures, remove weeds and other vegetable growth, and whatever else may be needed to restore or maintain such efficiency or capacity or to prolong its useful life." When the estimated cost is below $50,000, the district may contact one contractor and obtain only one quote. In this case, professional services of a land surveyor are needed to determine the location of county property corners. V & K, Inc. is both capable and available to do the required property line relocations.

FINANCIAL IMPACT: Project work will be paid by drainage district assessment.

RECOMMENDATION: Recommend acceptance of quotation for surveying of property lines on behalf of the drainage district.

ACTION REQUIRED/PROPOSED MOTION: Motion to accept the quotation from V & K, Inc. for Bennett-McDonald-Smithland Drainage District property line re-establishment.

AGREEMENT FOR PROFESSIONAL SERVICES

WOODBURY COUNTY, IOWA
LITTLE SIOUX AND PARNELL CREEK LEVEES

THIS AGREEMENT, made and entered into this _____ day of ____ 20___, by and between **Woodbury County Board of Supervisors acting as Trustees for the Bennett McDonald Smithland Drainage District**, hereinafter referred to as the **Trustees**, party of the first part and **VEENSTRA & KIMM, INC**. a corporation organized under the laws of the State of Iowa, hereinafter referred to as the **Engineers**,

WITNESSETH, THAT WHEREAS, the Trustees desires to re-monument the property pins along the Little Sioux and Parnell Creek Levees from the Woodbury and Monona county line North to the rock quarry. Along with a section of levee along the Northeast side of Smithland, Iowa.

WHEREAS, the Trustees desire to retain the Engineers to perform land surveying services on the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the Trustees retain the Engineers to act for and represent it in engineering matters on the Project. Such contract shall be subject to the following terms, conditions and stipulations to wit:

1. **SCOPE OF SERVICES**. It is understood and agreed upon that the Project will include courthouse research, field investigation, drafting and final placement of property pins.

    a. Field research – search for any existing field monumentation along the Little Sioux and Parnell Creek Levees.

    b. Office and courthouse research – search for easements and plats along the Little Sioux and Parnell Creek Levees.

    c. Set property pins along with county provided signs and posts along said levees. Managed and completed under the direct supervision of a professional land surveyor registered in the State of Iowa.

2. **COMPENSATION**. The Trustees shall compensate the Engineers for services under this agreement as follows:

   a. The fee shall be hourly rates up to the sum of Eight thousand four hundred dollars ($8,400).
   b. If necessary by the unknown nature of the field and courthouse research this sum may be increased with the approval of the county engineer using Veenstra & Kimm, Inc.'s current hourly rate schedule, included with this contract.

3. **METHOD OF PAYMENT**. The Engineer shall submit monthly invoices for the actual cost for services provided. Invoices shall be due and payable upon receipt and shall be paid by the Trustees within 30 days of the receipt of an approvable invoice.

4. **TERMINATION.** The Trustees may terminate services under this agreement by providing the Engineers a written notice at least 2 working days before the termination date. In the event the Trustees terminate the services under this Agreement the Trustees shall compensate the Engineers for services completed through the effective date of the termination.

5. **ASSIGNABILITY.** The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the Trustees.

6. **OWNERSHIP OF DOCUMENTS.** All notes developed under this Agreement shall become the property of the Trustees upon completion or termination of the services by the Engineers. Upon request, the Engineer shall provide the Trustees the original copy of all notes and documents. Nothing in this provision shall prohibit the Engineers from retaining a copy of all documents generated during the course of performance of services under this Agreement.

7. **INDEMNIFICATION**. The Engineers shall and hereby agree to hold and save the Trustees harmless from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, suit and court costs for personal injury, property damage, and/or deaths or damages arising out of the Engineers' or any of its agents' and servants' and employees' negligent acts, errors or omissions for services under this Agreement.

8. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be disclosed on the face of the certificates the coverage is on an occurrence basis, unless otherwise noted.

General Liability*	$1,000,000/2,000,000
Automobile Liability	$1,000,000
Excess Liability (Umbrella)*	$5,000,000/5,000,000
Workers' Compensation, Statutory Benefits Coverage B	Statutory
Professional Liability*,**	$1,000,000/2,000,000

* Occurrence/Aggregate
** Claims Made Basis

9. **STATUTES, REGULATIONS AND CODES.** The Engineers agree all services provided under this Agreement shall be subject to all applicable Federal, State and County laws, regulations and code requirements, including the provisions of Section 479.29 of the Code of Iowa.

10. **OBLIGATIONS OF COUNTY.**

a. Provide all available information that would be mutually beneficial or prudent to the project.

b. The County Engineer will serve as liaison for the Trustees as the primary point of contact with the Engineers and shall be responsible to coordinate the Engineers services and receive documents generated by the Engineer during the course of performance of services under this agreement.

11. **COMPLETENESS OF CONTRACT.** This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

TRUSTEES

By _____

Title: _____

ATTEST:

By _____

Title: _____

VEENSTRA & KIMM, INC.

By _____
Branch Surveyor

ATTEST:

By Patricia Redmond

#18

RESOLUTION NO._____

Resolution relating to financing of County road improvements to be undertaken by Woodbury County, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code

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

Section 1. Recitals.

(a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the "Regulations") dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the County for project expenditures made by the County prior to the date of issuance.

(b) The Regulations generally require that the County make a prior declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued borrowing and that the borrowing occur and the reimbursement allocation be made from the proceeds of such borrowing within a certain period after the payment of the expenditure or the date the projects are placed in service; and

(c) The County desires to comply with requirements of the Regulations with respect to a project hereinafter identified.

Section 2. Official Intent Declaration.

(a) The County proposes to undertake the following projects and to make original expenditures with respect thereto prior to the issuance of bonds, notes or other obligations (the "Bonds") and reasonably expects to issue the Bonds for such projects in the maximum principal amount shown below:

County Road Projects	Maximum Amount of Bonds Expected to be Issued for all three Projects
CF Industries Drive, Dogwood Trail, and Port Neal Circle	$3,000,000

(b) Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds or (ii) expenditures made not earlier than sixty days prior to the date of this Resolution or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the projects have heretofore been made by the County for which the County will seek reimbursement from the proceeds of the Bonds.

(c) This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 3. Budgetary Matters.

As of the date hereof, there are no County funds reserved, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the projects, other than pursuant to the issuance of the Bonds. This resolution, therefore, is determined to be consistent with the County's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 4. Reimbursement Allocations.

The County's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the County to make payment of the prior costs of the projects. Each allocation shall be evidenced by an entry on the official books and records of the County maintained for the Bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the Bonds from any restriction under the bond resolution or other relevant legal documents for the Bonds, and under any applicable state statute, which would apply to the unspent proceeds of the Bonds.

Section 5. Repealer.

All resolutions, parts of resolutions, or actions of the Board in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved November ___, 2015.

_____
Chairperson

Attest:

_____
County Auditor

NOV 4 2015 AM9:03

October 30, 2015

Woodbury County Board of Supervisors
401 – 8th Street
Sioux City, IA 51101

Dear Board Members;

This is to notify you of my resignation from the County Board of Conservation position effective December 31, 2015. It has been my pleasure to serve in this capacity as it has been both educational and enjoyable.

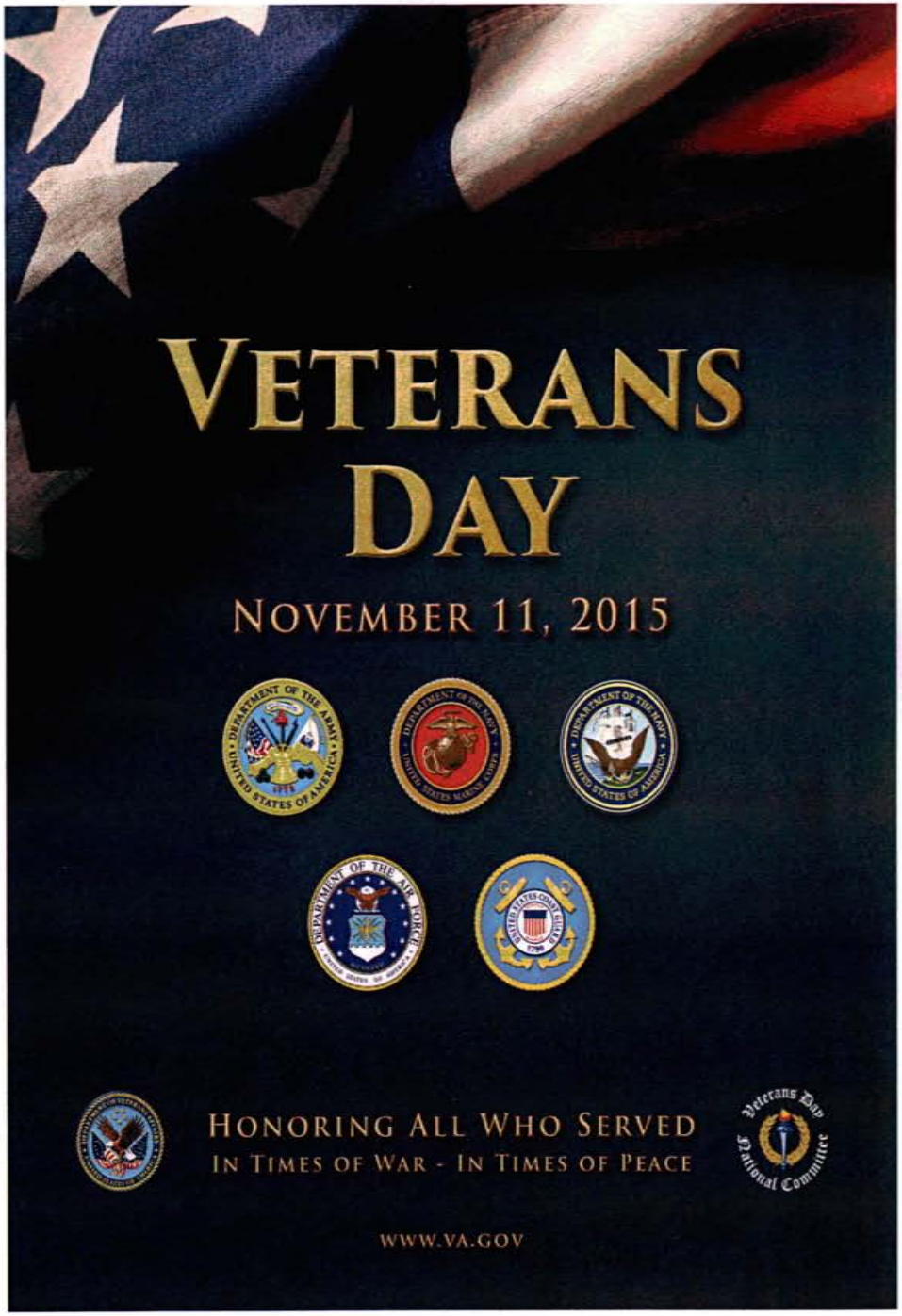
Sincerely,

Mark S. Taylor

Mark S. Taylor

Sponsored by:

Woodbury County Commission of Veterans Affairs
Danielle Dempster, CVSO/Executive Director
Kelly Hansen, CVSO
Leon Koster, Chairman
Vicki DeWitt, Secretary
William Burkhart, Member
Katherine Moreno, Member
Lincoln Ryan, Member



Honoring All Who Served
November 11, 2015

The United States military is the strongest, most capable fighting force the world has ever known. The brave men and women of our Army, Navy, Air Force, Marine Corps, and Coast Guard demonstrate a resolute spirit and unmatched selflessness. On Veterans Day, we reflect on the immeasurable burdens borne by so few in the name of so many, and we rededicate ourselves to supporting those who have worn America's uniform and the families who stand alongside them.

Our veterans left everything they knew and loved and served with exemplary dedication and courage so we could all know a safer America and a more just world. They have been tested in ways the rest of us may never fully understand, and it is our duty to fulfill our sacred obligation to our veterans and their families. On Veterans Day, and every day, let us show them the extraordinary gratitude they so rightly deserve, and let us recommit to pledging our full support for them in all they do.

Opening Remarks	Matt Breen, KTIV Master of Ceremonies
Posting of Colors	185th Air Refueling Wing
POW/MIA Ceremony	American Legion Post 492 Hornick, IA
National Anthem	Danielle Dempster Executive Director/CVSO
Invocation	Captain Jeremy Taylor, Chaplain Iowa Army National Guard
Pledge of Allegiance	Adam Winkel, 1st Grade Noah Winkel, 7th grade Students at Holy Cross School
Introduction of Speaker	Master of Ceremonies
Speaker	Matt Anderson Sioux City Public Musuem
Music	All-American Band
Recognition of Service Organizations in attendance	
Benediction	Captain Jeremy Taylor
Taps courtesy of Sioux City American Band	
Retrieve POW/MIA Banner	American Legion Post 492 Hornick, IA
Retiring of Colors	Marine Corps League, Siouxland Detachment 507

Song of Peace & Hope

"SIOUXLAND YOUTH CHORUS"
SUNDAY, NOVEMBER 15, 2015
7:00 PM
TRINITY LUTHERAN CHURCH
JACKSON & 12TH STREETS SIOUX CITY, IA
FREE ADMISSION

- **Siyahamba, African song**
- **Psalm 23**
- **Grace Fell Like**
- **Al Shlosha D'varim**
- **Praise His Holy Name**
- **My America**
- **Inscription of Hope**
- **Please Remember**
- **Hand Me Down My Silver Trumpet**
- **Go in Peace**
- **Why We Sing**
- **Peace Like a River**

The Siouxland Youth Chorus is a not-for-profit group organized for the purpose of enriching the music education of Siouxland children and enhancing the enjoyment of area families through public performances by the chorus.

The Siouxland Youth Chorus is comprised of vocally talented students grades 3-8 from Sioux City and the surrounding tri-state area.

SYC was founded in September 1990. In it's twenty-five years of existence, the Chorus has been very active performing with the Sioux City Symphony, Sioux City Municipal Band, Sioux City Youth Orchestra, Sioux Empire Youth Symphony, Sioux Empire Youth Chorus, etc.

The Chorus has performed in a number of festivals in Minnesota, South Dakota, Nebraska, Illinois, Missouri, Tennessee, Colorado, Texas, California, Pennsylvania, Florida and Canada.

Please join us for a
Retirement Open House
honoring

Linda Todd

for 30 years of dedicated service
to Hospice of Siouxland

Tuesday, December 1, 2015
5:00 – 7:00 PM

Marina Inn Hotel & Conference Ctr.
South Sioux City, Nebraska

Hors d'oeuvres and refreshments will be served

Please RSVP by November 24th to Megan Wright:
wrightm@hospicemail.com or (712) 233-4178