

Board of Supervisors  
Calhoun County Courthouse  
Rockwell City, Iowa  
Tuesday, December 22, 2015

The Board of Supervisors of Calhoun County met with the following members present: Nicholson, Jacobs and Cooper.

Agenda additions: None

It was moved by Cooper and seconded by Jacobs to approve the agenda. Ayes all. Motion carried.

The minutes of the last meeting were read. It was moved by Jacobs and seconded by Cooper to approve the minutes. Ayes all. Motion carried.

It was moved by Jacobs and seconded by Cooper to review the claims (checks #43552 through #43698 and warrants #503216 through #503220) and were allowed as endorsed. Ayes all. Motion carried.

It was moved by Jacobs and seconded by Cooper to approve an amended abstract for the City of Lohrville to show Randy DeWitt as elected (by write-ins) to the office of Lohrville City Council, effective January 1, 2016 for a four year term. Ayes all. Motion carried.

Jane Condon, Public Health Administrator and Shelly Schossow, Environmental Health Manager, reviewed the 2015 annual report for Public Health and EMS. Services of both departments were discussed.

Zac Andersen, Engineer, met with the Board to update them on Secondary Road projects.

It was moved by Cooper and seconded by Jacobs to approve the following Application for Approval of Underground Construction Permits:

Underground Construction Permit #36-2015 to Mediacom Communications, LLC, for fiber optic/cable.

Underground Construction Permit #37-2015 to Mediacom Communications, LLC, for fiber optic/cable.

Underground Construction Permit #38-2015 to Mediacom Communications, LLC, for fiber optic/cable.

Underground Construction Permit #39-2015 to Mediacom Communications, LLC, for fiber optic/cable.

Underground Construction Permit #40-2015 to Mediacom Communications, LLC, for fiber optic/cable.

Underground Construction Permit #41-2015 to Mediacom Communications, LLC, for fiber optic/Cable.  
Ayes all. Motion carried.

It was moved by Jacobs and seconded by Cooper to approve the Application for Approval of Underground Construction Permit #42-2015 to Windstream Iowa Communications, Inc., North of Lake City, Calhoun Township. Ayes all. Motion carried.

David Doxtad, I&S Engineer firm, met with the Board concerning Downtown Reconstruction Section 2, Courthouse project. Two bids were received. It was moved by Cooper and seconded by Jacobs to approve the lowest bid of Cory Juergens Construction, LLC, Estherville, IA., for \$117,838.00. Ayes all. Motion carried.

An amendment to the Dakota Access Pipeline Resolution was discussed. Present were: David Wollenzien, Drainage Attorney and Craig Shoenfeld from LS 2 Group, Des Moines. It was moved by Cooper and seconded by Jacobs to adopt the amendment to Calhoun County Resolution 2015-24, which is attached. Ayes all. Motion carried.

It was moved by Jacobs and seconded by Cooper to adjourn until Monday, January 4, 2016 at 9:00 A.M. for their organizational meeting. No Board meeting on Tuesday, December 29. Ayes all. Motion carried.

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Gary Nicholson, Chairman

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Mike Cooper, Member

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Scott Jacobs, Vice-Chairman

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Judy Howrey, Auditor

ACCESS SYSTEMS LEASING	OFFICE EQUIP/FURNITURE	1,213.08
ALPHA WIRELESS COMM CO	RADIO EQUIP	2,193.40
ANDERSEN, ZAC	REIMB PE LICENSE RENEWAL	100.00
ARAMARK UNIFORM	MAINT	256.36
ARMBRECHT, MARLENE	RENT ASSISTANCE	225.00
BENEFITS INC	COBRA	100.00
BOMGAARS SUPPLY INC	HAND TOOLS/RC	199.99
BUENA VISTA STATIONERY	OFFICE SUPPLIES	38.48
CALHOUN CO ECONOMIC DEV	2ND QTR PAYMENT	20,000.00
CALHOUN CO ELECTRIC	UTILITIES	1,024.69
CALHOUN CO IMPLEMENT	MAINT	232.12
CALHOUN CO EMS	DEC 2015 PHONE REIMBURSE	10.00
CALHOUN CO JOURNAL-HERALD	SUBSCRIPTION	62.00
CALHOUN-BURNS & ASSOC., INC	2015 BRDG RATING & INSP	8,294.90
CARDMEMBER SERVICE	FUEL VA VAN, EMS & PUB HLTH SUP.	3,774.13
CARROLL CONTROL SYSTEMS LLC	ANNUAL MAINT AGREEMENT	2,280.00
CARROLL REFUSE SERVICE	MONTHLY SERVICE	115.00
CENTURYLINK	MONTHLY SERVICE	13.58
CHAMPION CHRYSLER	VA VAN MAINT	608.42
CINTAS CORPORATION	SFTY/RC	314.48
CITY OF JOLLEY	WATER SRV/JULY-DEC	215.88
CITY OF LAKE CITY	STRM/SWR/WTR SRV-LC SHED #2	61.18
CITY OF LOHRVILLE	UTILITY-DEC	114.19
CLIA LABORATORY PROGRAM	CERTIFICATE FEE	150.00
CONDON, JANE E	NOV 2015 MLG	65.00
COOPER, MICHAEL	AUG-DEC 2015 MLG/MEALS/MTGS	1,018.12
COUNSEL	MAINT CONTRACT #8928	290.94
CRAIG'S SERVICE	TIRE RPR/MANSON PWR WSHR	85.53
DES MOINES STAMP MFG CO	PASSPORT SUPPLIES	34.70
DIEBOLD INC	MAINT AGREEMENT	292.06
DIGITY MEDIA LLC	NOV 2015 ADV	923.00
DOUG'S TIRE & AUTOMOTIVE	VEHICLE MAINT	115.66
DOWLING, PAUL	WELL CLOSURE	475.08
DOWLING, WAYNE	IDDA MLG FT DODGE	48.00
DRIVERS LICENSE GUIDE COMPANY	I D GUIDE	29.95
ELLIS, LINDA	NOV 2015 MLG	39.00
EMERGENCY SERVICES MARKETING	SUBSCRIPTION FEE	3,015.00
FARNHAMVILLE AMBULANCE SER.	REIMBURSEMENT	1,267.68
FARNHAMVILLE PUBLIC LIBRARY	2ND QTR PAYMENT	3,781.84
FELD EQUIP CO INC, ED M	SECURITY LABOR ATTN OFFICE	148.75
GATEWAY HOTEL & CONF. CNT	ICEA CONF LODGING/ANDERSEN	524.16
GIMER, DEB	NOV 2015 MLG	230.50
GINTHER, JULIE	NOV 2015 MLG	96.00
GOLDEN MEADOWS	RENT ASSISTANCE	25.00
GUNDERSON FUNERAL HOME INC	COUNTY BURIAL	1,045.00
HALEY EQUIPMENT INC	PARTS/312	53.96
HAMMEN, LINDA	NOV 2015 MLG	17.00
HAMMEN, SUE	NOV 2015 MLG	17.00
HARRISON TRUCK CENTERS	PARTS/352	331.57
HILDRETH, BECKY	NOV 2015 MLG	343.50
HINOTE, JANA	NOV 2015 MLG	409.00
HOTSY EQUIPMENT COMPANY	PARTS/PRESSURE WSHR STK	549.60
HULL, KERRIE	NOV 2015 MLG	159.00
HUNZELMAN PUTZIER & CO.	AUDIT BILL THRU NOV 2015	13,670.61
I & S GROUP, INC	DD #251 WATCHMAN SERVICES	3,161.11
I.C.C.C.	SCHOOL	65.00
IA CO ATTORNEY CASE MNGMT	PRO LAW SERVER MIGRATION	350.00
IA EMERGENCY MANAGEMENT ASSOC	MEMBERSHIP FEES	150.00
IMAGE TREND, INC	DATA PROCESSING	249.55
IMWCA	WRK COMP ENG/6TH INSTALLMENT	7,282.00
INDEPENDENT SALT COMPANY	26 TONS SALT/ICE CNTRL-RC	2,379.75
INTEGRITY FREIGHT & LOGISTICS	FREIGHT/SALT ICE CNTRL	1,890.90
INVENTORY TRADING CO	UNIFORMS	541.00
IOWA GOOD ROADS, ASSOC., INC.	IGRA MEMBERSHIP DUES	95.00
IOWA LAW ENFORCEMENT ACADEMY	SCHOOLS/MTGS	225.00
JIM HAWK TRUCK TRAILERS INC	CR PARTS/STK	1,777.32
JJ HANDS LIBRARY	2ND QTR PAYMENT	3,884.58
JOE'S TIRE & AUTO INC	CR TIRE CASINGS	45.75
JRG SUPPLY INC	ANIMAL PROTECTION	42.95
KING WELDING & REPAIR LLC	OUTSIDE RPR/392 & 315	222.50
LAKE CITY PUBLIC LIBRARY	2ND QTR PAYMENT	7,554.96

LEXIS - NEXIS	LAW LIBRARY	108.00
LOHRVILLE AMBULANCE SERVICE	REIMBURSEMENT	410.11
LYNCHS MAIN ST. BAR & GRILL	LUNCH-N-LEARN MEALS	245.00
LYTTON PUBLIC LIBRARY	2ND QTR PAYMENT	1,766.02
MACKE MOTORS INC	VEHICLE MAINT	1,645.24
MAIL SERVICES	DEC 2015 RENEWALS	518.32
MANGOLD ENV TESTING INC	WATER TESTING	156.75
MANSON PUBLIC LIBRARY	2ND QTR PAYMENT	7,563.02
MARTIN MARIETTA AGGREGATES	47.88 TONS ROADSTONE	12,244.29
MATHESON TRI-GAS INC	MED SUPPLIES	23.69
MEDIACOM	MONTHLY SERVICE	663.01
METH-FARRINGTON, TINA	DEC 4 '2015 MLG SAC/FT DODGE	538.00
MEYER ELECTRIC	SMALL CABIN ELECTRICAL	1,253.16
MICROFILM IMAGING SYS., INC.	RMF SCANNING	767.50
MIDAMERICAN ENERGY	ELEC/LGHT-JOLLEY	5,509.28
NAPA OF RC/HALEY EQP	CR PARTS/351	121.34
NEW OPPORTUNITIES INC	NOV 2015 FAMILY DEV CNTR	655.77
NICHOLSON, GARY	JUL-DEC 2015 MLG/MEALS/MTG	851.99
NORTHLAND PRODUCTS CO	OUTSIDE SRV/LC PRS WSHR	127.95
OFFICE ELEMENTS	OFFICE SUPPLIES	913.59
OLBERDING, HEATHER	NOV 2015 MLG	16.00
POCAHONTAS COUNTY HCA AGENCY	OCT 2015 CONTRACT LABOR FF	2,288.23
POMEROY PUBLIC LIBRARY	2ND QTR PAYMENT	4,702.46
POSTMASTER	STAMPS FOR PASSPORTS	1,407.50
RASTETTER PLB & HTG.	AMB BLD MAINT	85.00
RILEY, BARB	NOV 2015 MLG	242.50
ROCKWELL CITY PUBLIC LIBRARY	2ND QTR PAYMENT	7,925.57
SAC CITY DRUG	MEDS	17.95
SAC COUNTY SHERIFF	PRISONER CARE	5,500.00
SCHMIT, JOLEEN	NOV 2015 MLG	221.50
SCHOSSOW, SHELLY	NOV 2015 MLG	269.50
SEAVERT, NANCY	NOV 2015 MLG	222.00
SIDWELL COMPANY	GIS	2,400.00
SMILEMAKERS, INC	PROGRAM SUPPLIES	88.96
SOMERS PUBLIC LIBRARY	2ND QTR PAYMENT	3,111.02
SOUTHSIDE GROCERY	PROGRAM SUPPLIES	96.17
STAR ENERGY LLC	OIL-LC/MANSON/RC	3,271.73
STATE HYGIENIC LABORATORY	WATER TESTING	326.00
STEWART MEMORIAL COMM HOSP	SFTY/2 DRUG TESTS	62.00
STRATFORD GRAVEL INC	70000 TONS GRAVEL/SAVAGE PIT	315,000.00
SWANSON HARDWARE (RC)	SUPPLIES	16.44
TEAGUE, SHELLY	REIMBURSE MAINT. PURCHASES	226.18
TRIZETTO PROVIDER SOL.	DATA PROCESSING	93.10
TWIN LAKES UTILITIES	UTILITY	319.22
U S CELLULAR	MONTHLY SERVICE	42.03
ULICKI, ROBERT	DD #12-22 BEAVER BOUNTY	560.00
UNITYPOINT CLINIC	EDUCATION MATERIAL	90.00
UNITYPOINT CLINIC, OCC. MED.	SFTY/4 DRUG TESTS	148.00
VERIZON WIRELESS	MONTHLY SERVICE	142.12
VOGEL, ANNETTE	DEC 2015 CLIENT MLG	240.00
VOGEL, KRISTIN	NOV 2015 MLG	136.00
WAGNER, JOAN	MLG CO WORK	97.00
WAHL-MCATEE TIRE & SERV	VEHICLE MAINT	506.12
WEBSTER CO PUBLIC HEALTH	OCT 2015 CONTRACT LABOR FF	13,075.45
WELLMARK INC	JAN 2016 PREMIUM	136,874.27
WESSELS OIL CO INC	DIESEL FUEL - GENERATOR	344.40
WILLIAMS, TAMMY	NOV 2015 MLG	135.50
WINDSTREAM	PHN SRV/712-468-2219	410.91
WRIGHT EXPRESS	NOV 2015 FUEL	2,578.22
	GRAND TOTAL	639,987.54

CALHOUN COUNTY RESOLUTION 2015-24 IS AMENDED

Calhoun County Resolution 2015-24 is amended as follows:

I. Paragraph 3(d) is hereby repealed. In lieu thereof, the following is hereby adopted as Paragraph 3(d) and added to Calhoun County Resolution 2015-24:

Tile Repair Completion. The Applicant will make all permanent tile line repairs within ninety (90) days following completion of construction in the County, adjacent to, over, across, or beneath any Drainage District Infrastructure, taking into account weather and soil conditions, unless a different schedule is agreed to by the parties. All tiles will be repaired with materials of the same or better quality as that which was damaged and shall be of a size approved by the Drainage Engineer based on current ISU Extension Service Drainage Standards, and be subject to final approval of the Drainage Engineer. Applicant shall take photographs of all repairs to Drainage District Infrastructure prior to backfilling or covering the repair. Photographs shall bear the exact GPS location of the repair and be provided to the Drainage District within 30 days of completion of the repair. If the Applicant fails to make such repairs within the 90 day period, or such longer period as the Board and Applicant may agree to the Board may make such repairs and invoice the Applicant for the reasonable cost of such repairs. If the Board causes such work to be done, Applicant shall pay for the cost of the repairs within thirty (30) days of receipt of the invoice. If Applicant fails to pay within thirty (30) days, the Applicant shall be liable for all costs of the repairs which shall be collected by the County on behalf of the District in any court having jurisdiction. The Applicant shall be liable to County for reasonable attorney fees incurred by the County in pursuing payment.

II. Paragraph 3(g) (ii) is hereby repealed. In lieu therefore, the following is hereby adopted as Paragraph 3(g) (ii) and added to Calhoun County Resolution 2015-24:

ii) CROSSINGS OF DRAINAGE DISTRICT TILE LINES

- (1) All proposed installations must be placed under the existing Drainage District tile lines, unless such installations can be placed above the existing Drainage District tile lines while maintaining a minimum of two (2) feet of separation between the installation and the existing Drainage District tile lines and a minimum of 48 inches of cover.
- (2) The minimum separation between the bottom of Drainage District tile lines sized in accordance with current ISU Extension Drainage Standards and installed with the top of existing tile being maintained, shall be two (2) feet, unless determined otherwise, for a justifiable and legitimate engineering reason, by the Board in consultation with the Drainage Engineer.
- (3) Drain tiles may be crossed by either an open cut or by utilizing a bore. However, for open cut crossings, the Applicant shall replace the Drainage District tile with reinforced concrete pipe of sufficient size determined by the Drainage Engineer in accordance with current ISU Extension Drainage Standards. The concrete pipe strength is at the reasonable discretion of the Drainage Engineer but the minimum pipe strength is to be 2000D (Iowa Department of Transportation approved) with the standard tongue and groove joints. The Pipe is to have a minimum of three (3) bolt-type connectors at each joint. The pipeline shall be backfilled and compacted prior to placement of tile with 6 inches of 2" crushed stone cradle rock being placed under the tile. Dual Wall HDPE pipe may be substituted for concrete pipe at the reasonable discretion of the Drainage Engineer and installed with 6 inches of 2" crushed stone cradle rock being placed under the tile and backfilled in accordance with the manufacture installation requirements. In the event the Applicant and the Drainage Engineer cannot agree on the requirements or conditions of this Paragraph, the Applicant and the Drainage Engineer shall mutually agree upon an independent, third party who is a licensed engineer in Iowa with experience in drainage to determine what changes should be made pursuant to this Paragraph, taking into account the costs, benefits, feasibility, governing Engineering principles, government approvals, and the need to accommodate any present or proposed Drainage District Infrastructure and the affirmative duty of the District to drain the land. The decisions of such independent third party licensed engineer shall be binding upon the Parties. The Applicant shall pay all fees and costs of the independent third party engineer.

- (4) The length of tile to be replaced by any of the above alternates is as follows:
- (a) Eight (8) inch tile and smaller: Six (6) feet either side of the top trench excavated for the installation of pipeline, measured at right angles to the centerline of the crossing location.
  - (b) Ten (10) inch tile or larger: Ten (10) feet either side of the top of trench excavated for the installation of pipeline, measured at right angles to the centerline of crossing location.
- (5) If the Applicant's installation disturbs or requires replacement of any portion of a tile drain less than twenty inches in diameter, and a portion of such drain will remain wholly or partially exposed after the construction project has been completed, the portion which is to remain exposed and not less than three feet of such drain immediately on either side of the portion which is to remain exposed, shall be replaced either with steel pipe of not less than sixteen gauge or polyvinyl chloride pipe conforming to current industry standards regarding diameter and wall thickness.

III. Paragraph 7(f) is hereby repealed. In lieu thereof the following is adopted as Paragraph 7(f) and added to Calhoun County Resolution 2015-24:

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- (f) Insurance. Before starting construction and to the extent of Applicant's indemnity obligations hereunder, Certificates of Insurance or self-insurance naming the Board and Drainage Districts as additional insureds for the Project shall be filed by the Applicant for itself and for the Applicant Parties, with the County Auditor. Applicant shall also certify that the insurance does not contain exclusion for environmental pollution or Applicant shall provide an alternative environmental pollution policy that meets the minimum requirements as defined below. This insurance shall be written for not less than the following limits:

(i) Workers' Compensation	Statutory Limits
(ii) Contractor's Liability and Property Damage	
Bodily Injury	\$ 1,000,000
Each Person	\$ 1,000,000
Each Accident	\$ 5,000,000
(iii) Property Damage	
Each Accident Aggregate	\$ 5,000,000
(iv) Automobile	
Liability and Property Damage	\$ 1,000,000
Bodily Injury	\$ 5,000,000
Each Person	\$ 1,000,000
Each Accident	\$ 5,000,000
Property Damage	\$ 1,000,000
Each Accident Aggregate	\$ 5,000,000
(v) Commercial General Liability and Umbrella	
Liability Insurance	\$ 10,000,000

Applicant shall maintain Commercial General Liability ("CGL") Insurance in a limit of not less than \$10,000,000 each occurrence. This required minimum limit may be met through a combination of primary and excess liability policies. The CGL Insurance shall cover liability arising from premises operation, independent contractors, personal injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. Applicant shall obtain coverage for liability arising from pollution, explosion, collapse, underground property damage caused by Applicant, its employees, contractors, representatives, and agents to the extent of its indemnity obligations hereunder.

- a) Included in the CGL Policy or a separate Policy, Grantee must have insurance for sudden and accidental environmental pollutant liability caused by Applicant, its contractors, representatives, and agents in connection with the project and use of the easement. Coverage shall be maintained in the amount of at least \$10,000,000 per loss event.

These limits shall be adjusted every 10 years to reflect the changes over that time in the U.S. Bureau of Labor Statistics' CPI-U index.

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- (vi) Remedies available to the Board: In the event that Applicant should fail to comply with any provision of the insurance section of this ordinance, then the Board may provide Applicant with a written notice by service of process as allowed by the Iowa Rules of Civil Procedure upon Applicant or by certified mail upon Applicant at Applicant's last known address. Such notice shall specify the default and shall allow Applicant 30 days to cure the default and/or contest that a default exists. In the event that Applicant fails to cure the default within such time, the Board may seek an injunction from the Iowa District Court for Calhoun County against the Applicant concerning the operation of a pipeline and shall be entitled to enjoin any and all operations until such time as the Applicant shall cure said default.

The Board shall be entitled to collect from Applicant all reasonable attorney fees and expenses relating to any injunction as arising under this subsection.

The above remedies are not exclusive. The Board shall be entitled to use or devise any other remedy to the Board at law or in equity.

- (vii) Proof of Insurance: Applicant shall cause certificates of insurance evidencing all of the above insurance policies and coverage to be provided promptly to the County upon request by the Board but no more than one time annually.

- (a) All of the above required insurance policies shall reflect that the Board will receive thirty (30) days prior written notice of cancellation in coverage and shall reflect that the insurer has waived any right of subrogation against the Board.

- (viii) Term: These insurance requirements shall remain in effect for the term of the easement.

IV. Paragraph 7 (j) is hereby repealed. In lieu thereof the following is hereby adopted as Paragraph 7(j) and added to Calhoun County Resolution 2015-24:

- (j) The Easement agreed to by the Board are subject to existing regulations and Statutes, which may be promulgated or enacted.

- (i) This shall include, but not be limited to, Applicant agreeing to comply with land restoration rules and requirements set forth by Iowa Utilities Board in 199 Iowa Administrative Code Chapter 9 and requirements of Iowa Code 479B.20 And in connection with abandonment, 49CFR part 195 and Iowa Code Section 49B

