

## MONTGOMERY COUNTY SUPERVISORS MINUTES

August 13, 2009

The Montgomery County Board of Supervisors met in quorum, Thursday, August 13, 2009, at 9:00 a.m. at the courthouse for their regular meeting. The meeting was called to order by Chairman Bryant Amos. There was a roll call of members with Supervisors Amos, Karen Blue, Glen Benskin, Steve Ratcliff, and Donna Robinson present.

Motion to approve the agenda by Ratcliff, second by Benskin. Roll call: Yes: Ratcliff, Robinson, Amos, Benskin, Blue. No: None. Motion carried.

Minutes of the August 6<sup>th</sup>, 2009 regular meeting were read and stand approved as read. Motion by Robinson, second by Benskin to correct the July 30<sup>th</sup> minutes in the first line of the fourth paragraph from the end to read "Elliott Dispatch Contract" instead of "Elliott Library Contract." Roll call: Yes: Robinson, Amos, Benskin, Blue, Ratcliff. No: None. Motion carried.

The Chairman called for public comments. No public comment.

Chairman Amos asked for the supervisors weekly updates. No updates.

The Chairman proceeded to the Durrant contract item. Mike Morman of Durrant met with the Board to review the revised contract and answer questions. Chairman Amos stated that the biggest question he has received has been "why is Phase III in the contract?" Morman answered that Phase III is in the contract just to keep the timeline going, although each phase would have to be approved by the Board of Supervisors before Durrant would move into the next phase. He detailed that the timeline they submitted would depend upon a successful referendum in the spring of 2010, then moving into Phase III and bidding for construction next fall with construction beginning the following spring, and if the IJobs grant would come through, there is a time limit of when those funds can be granted. Morman stated that by having Phase III already in this contract, it could cut down on a couple months of paperwork if Durrant was selected to complete Phase III.

Benskin asked if the contract continued unless it was cancelled. Morman answered that no, the Board has to approve each phase before Durrant can move forward with each phase. Amos read under paragraph six where it stated that the owner is only obligated to pay for each phase that was approved by the Board. He read each paragraph where it was stated that the owner will not have to pay fees of a phase unless the Board approves that phase. Morman said that was correct, and if Phase I was approved, Montgomery County would only be responsible for Phase I expenses. Phase II and Phase III were the same.

Benskin asked for an explanation of paragraph 6.2.1 on page 8 of the contract, reimbursable expenses. Morman stated that the 1.15 reimbursable rate was the negotiated rate from the Jail Committee. He said that the 15 cents for every dollar spent on reimbursables was to cover the administrative costs of recovering the covered reimbursables such as mileage. Blue added that this is a standard procedure that is covered in contracts, and because entities vary greatly in what is required between jobs, reimbursable expenses are not normally quoted in the total figure of the job, which was \$10,000 for Phase I.

Benskin asked if signing this contract meant the Board was hiring an architect. Robinson stated that by signing the contract we are hiring a consultant, not an architect. Morman said that the contract is written in such a way that the county can open up for bids for Phase III if that is what the Board wishes.

Ratcliff asked about paragraph 5.7 and termination fees. Morman said the contract is very specific that each phase stands alone, and termination fees are only due for each phase that is approved by the Board. He gave the example where the Board

would decide not to continue with the \$10,000 Phase I half-way through the project, the Board would only be obligated for the Phase I expenses.

County Attorney Bruce Swanson stated that he understands that this is a common contract format, and asked why Phase I and II couldn't be written in the contract and leave out Phase III. He said that the various phases are the biggest concern.

Jail Committee member Clint Rubey stated he understands the concern, but is glad that the numbers are spelled out in Phase III, and it is stated that Phase III costs can be renegotiated. He said Durrant has set their Phase III costs at 7.5%. He said he would hate to see Phase III pulled out of the contract, and that the public needs to understand that we are not obligated to proceed with Phase III. He said all of the options for the jail needs are stated in the contract, and all are at stake right now, and we need to know what the costs are before we make a choice. Rubey said is says in bold print that Phase I stands alone, Phase II stands alone, and Phase III stands alone. Benskin asked why the Board couldn't vote on each phase separately. Blue said that is what the Board was doing.

Rubey stated that this company has been working on Phase I without a signed contract, and they are operating on good-faith that the Board would approve Phase I. He said many of the options will require a referendum.

Jail Committee member Margaret Stoldorf said she didn't disagree with Rubey, but did agree with Swanson that Phase III was not necessary in the contract. She said that the Request for Qualifications did not ask for the inclusion of architectural work, and Durrant's proposal did not include the architectural phase. She stated we did not take competitive bids, and how was that fair to the taxpayers if we have not taken competitive bids? She said she would prefer if Phase III was taken out of the contract.

Robinson asked if Durrant would do another revised version of the contract. Morman responded that it was highly unusual to submit a contract like that, but in the end it would be up to the Principal in Charge. He explained that if the county wanted to go through a Request for Proposal process it would delay the project several months. Stoldorf said that the county had been going through the jail needs processes for twenty-five years and as long as the jail inspector knows that we are moving forward, was it a big deal if it took a few additional months. Morman answered that part of the issue was that IJobs grant timeline constricts the project to two years. Stoldorf stated that would probably be from award date, not from application date.

Ratcliff asked if the Jail Committee formally voted on the revised contract. Robinson stated that there was not a formal vote, but that general consensus was to proceed to the Supervisors if the recommended changes were made.

Jim Sifford of the jail committee responded that he agrees that the public concept is key to this issue, but that the public needs to understand that there are checks in place. He asked if Durrant wasn't the contractor, would it affect the IJobs application? Morman stated no, it wouldn't.

Amos said that bottom line was that the Board is not obligated for Phase II or Phase III if the Board does not vote to proceed with those phases. Blue said that the public should know each phase that is approved, and that the Board may not even decide to move forward with Phase II. She said it is important to understand that if there is grant money involved, the language of the grant would be very specific in when the project needs to be completed. She said that at one time years ago the Board received a grant and took too long to move forward on replacing the courthouse windows, and lost the grant money, and the courthouse still has the old windows.

Engineer Brad Skinner said that he has worked with many AIA contracts and this one was very common, and that the 7.5% rate specified in Phase III was a very good rate, as they normally range from 6 to 10% of project costs. He said that 6% is almost unheard of, and that it was a pretty good option for moving ahead quickly, if needed. He felt the county would be in a good position if they moved forward with this contract.

Amos said the important thing is that the taxpayers are not locked into something, and they wouldn't be because each step has to be voted on.

Robinson said that as the chairman of the Jail Committee and as a member of the Board of Supervisors, she would make the motion to approve the contract and that we proceed with Phase I, and then if the Board agrees they would proceed with Phase II, and then if necessary and approved by the Board move on to Phase III. Motion by Robinson to approve the revised contract from Durrant and by signing this contract would proceed with Phase I, second by Blue.

Under discussion, Ratcliff stated that he had concerns about the contract, but after listening to the information today from members of the jail committee and other professionals, he feels comfortable with the contract.

Amos opened the floor for comment from Stoldorf. She stated that legal counsel had made a statement and given advice. Ratcliff asked Swanson again for his opinion, and said that he thought Swanson's opinion could go either way. Swanson stated that he would prefer that the Phase III language was not in there, but if Morman is sitting in this public meeting and stating that we are not obligated for any expenses in a phase that has not been approved by the Board of Supervisors and the Board was all on board, it would be good to move forward with something. Swanson stated that if it was in the minutes and public record that the Board was not obligated to expenses in a phase that the Board was not in, and if the Board can choose to competitively bid Phase III if they are not happy with Durrant, then he was satisfied with it. He said we have to move forward with something, or we will effectively turn our sheriff's department into a taxi service, and that is what we will end up spending our money on.

Benskin asked again if they were approving Phase III. Robinson stated no, only Phase I, and that the contract clearly states each phase must be approved before moving forward.

Stoldorf asked that the minutes reflect that termination expenses do not pertain if the Board does not proceed beyond Phase I or Phase II. Amos stated that yes, they would be reflected in the minutes.

Amos asked for any final questions from the Board. None. Chairman Amos called for the roll call. Roll call: Yes: Amos, Benskin, Blue, Ratcliff, Robinson. No: None. Motion carried.

Amos thanked the Board and the audience for their comments and stated it was nice to have discussions that stayed positive. Robinson also thanked Mike Morman for being present to answer questions and said that he would be going to the radio station to answer questions that the public might have.

Ratcliff asked Morman where we were with Phase I. He stated he and the sheriff had been working through the number discrepancies from the past assessments and should have options ready for the supervisors by the time they returned from PONI. He said he had also worked with Auditor Joni Ernst to complete the IJobs grant application which was submitted two weeks ago. The Board thanked the members of the Jail Committee and Morman for attending the meeting.

Engineer Brad Skinner presented the Secondary Roads update. Skinner advised that the real estate transfer needs to be completed between Stanton and Montgomery County before the contractor begins construction on the maintainer shed in Stanton. Discussion regarding the time and date for the public hearing for the exchange of real estate. Motion by Blue, second by Ratcliff to approve Resolution 09-16, read as follows:

**RESOLUTION OF PROPOSAL TO EXCHANGE COUNTY REAL ESTATE**  
**WHEREAS;** the Montgomery County Board of Supervisors proposes to exchange of county real estate legally described as "Lot 237 in the Original Plat of the Town of Stanton" for Town of Stanton real estate legally described as "Parcel "B" located in part of Lots 2 and 3 in Block 5, Larson's Addition, Part of Lot 901 in the Town of Stanton,

more particularly described in Plat of Survey recorded on April 28, 2008, in Book 2 at Page 244 of Montgomery County records.”, and;

**WHEREAS;** the Montgomery County Board of Supervisors has set a public hearing on August 27<sup>th</sup>, 2009, at 9:30 A.M. to hear proposals on the exchange of the property and any additional concerns, and;

**THEREFORE, BE IT RESOLVED BY THE MONTGOMERY COUNTY SUPERVISORS** that the Board will make a final determination of the exchange of the above described property by resolution following the public hearing to be held on August 27<sup>th</sup>, 2009.

Passed this 13<sup>th</sup> day of August, 2009.

Roll call: Yes: Amos, Benskin, Blue, Ratcliff, Robinson. No: None. Motion carried.

Skinner then reviewed the proposed job description for a Shop Superintendent. Motion by Blue, second by Robinson to approve the job description for Shop Superintendent as presented. Roll call: Yes: Benskin, Blue, Ratcliff, Robinson, Amos. No: None. Motion carried.

Motion by Ratcliff, second by Benskin to promote Jens Smith to Shop Superintendent, from bargaining unit employee to non-union employee, \$18.72 per hour and \$.04 longevity per hour per year of employment to \$20.75 per hour and \$.02 longevity per hour per year of employment. Roll call: Yes: Amos, Benskin, Blue, Ratcliff, Robinson. No: None. Motion carried.

Motion by Ratcliff, second by Robinson to approve the EWP 69-6114-9-30 contract with NRCS. Skinner explained that this project will cover five locations along Walnut Creek at a total project cost of \$751,000. Roll call: Yes: Benskin, Blue, Ratcliff, Robinson, Amos. No: None. Motion carried.

Motion by Blue, second by Benskin to approve the bridge replacement plan BROS-CO69-(44)-5F-69 on Walnut Creek. Skinner stated bid-letting would occur in about four months for this project. Roll call: Yes: Amos, Benskin, Blue, Ratcliff, Robinson. No: None. Motion carried.

Motion by Benskin, second by Robinson to set a bid-letting date of September 3<sup>rd</sup> at 9:30 a.m. for projects L-N11-20 - - 73-69, L-N11-20A - - 73-69, and L-N11-32 - - 73-69. Roll call: Yes: Benskin, Blue, Ratcliff, Robinson, Amos. No: None. Motion carried.

Chairman Amos read the public purpose letter from George Maher of the Montgomery County Development Corporation for the minutes. The letter gave an overview of the year's activities through MCDC including actions to keep the railroad spur compliant, the sale of the Romech building with the prospect of a new employer currently in development, and the repurchasing of the Red Oak Ethanol land in the industrial park area.

Motion by Blue, second by Ratcliff to set the bid-opening for the County Farm lease on September 3<sup>rd</sup> at 9:45 a.m. Roll call: Yes: Benskin, Blue, Ratcliff, Robinson, Amos. No: None. Motion carried.

Motion by Blue, second by Ratcliff to approve the property tax abatements on County-owned property, parcels 441004100003000, 441004100004000, 441004300001000, 441004300002000, 600628227058000, 159062830101400. Roll call: Yes: Amos, Benskin, Blue, Ratcliff, Robinson. No: None. Motion carried.

Motion by Blue, second by Ratcliff to approve the property tax abatement for the State of Iowa for parcel 760201458012000. Roll call: Yes: Benskin, Blue, Ratcliff, Robinson, Amos. No: None. Motion carried.

Motion by Ratcliff, second by Benskin to approve the property tax abatement for the Red Oak City-owned parcels 159062815901700 and 159062830301300. Roll call: Yes: Blue, Ratcliff, Robinson, Amos, Benskin. No: None. Motion carried.

Motion to approve claims payable August 14, 2009 in the amount of \$559,846.59 with handwritten warrants in the amount of \$215.00 for a total of \$560,061.59 by Blue,

second by Robinson. Roll call: Yes: Benskin, Blue, Ratcliff, Robinson, Amos. No: None. Motion carried.

Motion to approve payroll payable August 14, 2009 in the gross amount of \$112,949.31, net amount \$81,472.38 by Ratcliff, second by Benskin. Roll call: Yes: Amos, Benskin, Blue, Ratcliff, Robinson. No: None. Motion carried.

There were no agenda items to add for the next meeting.

Motion by Benskin, second by Ratcliff to adjourn. All in favor. Meeting adjourned at 10:34 a.m.

BRYANT AMOS, CHAIRMAN

ATTEST: JONI K. ERNST, AUDITOR