



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (AUGUST 2, 2016) (WEEK 31 OF 2016)

Agenda and Minutes also available at www.woodburycountyiowa.gov

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

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held August 2, 2016 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, 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 first or final agenda item "Citizen Concerns."
7. For the benefit of all in attendance, please turn off all cell phones and other devices while in the Board Chambers.

AGENDA

- 4:30 p.m. 1. Call Meeting to Order - Pledge of Allegiance to the Flag - Moment of Silence
2. Citizen Concerns Information
3. Approval of the agenda August 2, 2016 Action
4. Approval of the minutes of the July 26, 2016 meeting Action
5. Discussion and approval of claims Action
6. Board of Supervisors - Jeremy Taylor
Good News Report: a. Approval of resolution thanking and commending Rosemary Journey for her service to Woodbury County Action
b. Approval of resolution commemorating the 50th anniversary of Western Iowa Tech Community College Action
7. Board Administration/Public Bidder - Heather Satterwhite
4:35 p.m. a. Public hearing and sale of property Parcel #617250 ( aka 24 2nd St. South) Action
(Set time)
4:37 p.m. b. Public hearing and sale of property Parcel #132525 (aka 113 George St.) Action
(Set time)
4:39 p.m. c. Public hearing and sale of property Parcel #062715 (aka 1219 21st St.) Action
(Set time)
4:41 p.m. d. Public hearing and sale of property Parcel #062700 (aka 1223 21st St.) Action
(Set time)

8. Human Resources – Ed Gilliland
  - a. Approval of Memorandum of Personnel Transaction Action
  - b. Authorize Chairman to sign Authorization to Initiate Hiring Process Action
  - c. Approval and Authorization of Chairman to sign Nationwide Deferred Compensation Contract Action
  - d. Approval and Authorization of Chairman to sign Letter of Engagement to allow a Forensic Investigation of the Cyber Attack of July 20, 2016 Action
  
9. Veteran Affairs – Danielle Dempster
  - Approval of appointment of John Mansfield to Commission of Veteran Affairs Action
  
10. Communication Center – Glenn Sedivy
  - Approval of resolution authorizing Tower Site Lease Agreement between Woodbury County, Iowa and King Street Wireless, LP, at 2267 O'Brien Avenue, Anthon, Iowa Action
  
11. Emergency Services – Gary Brown
  - 2016 Missouri River Historical Development Special Grant (MRHD) Action
    - a. Approval to apply for and administer the 2016 MRHD Special Grant on behalf of the Woodbury County EMS Association
  
12. Secondary Roads – Mark Nahra
  - Consideration of award of bid for Project L-B(L212)—73-97 Action
  
13. Building Services – Kenny Schmitz/Jeremy Taylor
  - a. Approve Law Enforcement Center Expansion up to \$1.199 Million Action
  - b. Approve the Closure of Prairie Hills with Subsequent Move of Kitchen to Law Enforcement Center Action
  
14. Board of Supervisors – Mark Monson
  - Rental of large classroom on 4<sup>th</sup> floor of Trosper-Hoyt to DHS (Des Moines) for Targeted Case Management Action
  
15. Board of Supervisors – Jeremy Taylor
  - a. Approval to expend money for live-streaming to KES for Board of Supervisors Meeting Room Action
  - b. Discussion and action on the Employee Appreciation Luncheon for Tuesday, August 23, 2016 Action
  
16. County Auditor – Patrick Gill
  - Approve amendment to the Board of Supervisors Bylaws Action
  
17. Board of Supervisors – Matthew Ung
  - a. Contrasting Sioux Rivers' informal "mediation committee" with formal mediation per the 28E Agreement Action
  - b. Improper public posting of Sioux Rivers' "mediation committee" for August 1, 2016 Information
  
18. Chairman's Report Information
  - a. Honoring Law Enforcement August 10, 1 - 4 pm SCPD Parking Lot
  - b. Discussions Concerning Tax Abatement and TIF Policy
  - c. Juvenile Detention and BIA Contracts
  - d. Historical Committee Meeting and Update (10:00 – 10:45, 10:45 – 11:15 on August 4)
  - e. Condolences to City of Lawton on passing of Mayor Rick Schorg
  - f. The Siouxland Initiative Steering Committee Update
  - g. Initial discussion of Emergency Management Coordinator replacement with Sheriff Dave Drew

- |                                   |             |
|-----------------------------------|-------------|
| 19. Reports on Committee Meetings | Information |
| 20. Citizen Concern               | Information |
| 21. Board Concerns and Comments   | Information |

## ADJOURNMENT

*Subject to Additions/Deletions*

## CALENDAR OF EVENTS

- |                             |                   |   |
|-----------------------------|-------------------|---|
| <b>MONDAY, AUGUST 1</b>     | <b>6:30 p.m.</b>  | Smithland Town Hall Meeting, Fire Dept., 107 S. Hickory St, Smithland   |
| <b>TUESDAY, AUGUST 2</b>    | <b>4:45 p.m.</b>  | Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.   |
| <b>WEDNESDAY, AUGUST 3</b>  | <b>12:00 noon</b> | District Board of Health Meeting, 1014 Nebraska St.   |
| <b>THURSDAY, AUGUST 4</b>   | <b>5:00 p.m.</b>  | Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park  |
| <b>WEDNESDAY, AUGUST 9</b>  | <b>8:05 a.m.</b>  | Woodbury County Information Communication Commission, Board of Supervisors' Chambers  |
| <b>THURSDAY, AUGUST 10</b>  | <b>7:00 p.m.</b>  | Siouxland Mental Health Center, Board Meeting, 625 Court Street   |
|                             | <b>12:00 p.m.</b> | SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa   |
| <b>MONDAY, AUGUST 15</b>    | <b>4:30 p.m.</b>  | Community Action Agency of Siouxland Board Meeting, 2700 Leech  |
| <b>WEDNESDAY, AUGUST 17</b> | <b>12:00 noon</b> | Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa                              |
|                             | <b>10:00 a.m.</b> | Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook Street   |
| <b>THURSDAY, AUGUST 18</b>  | <b>11:00 a.m.</b> | Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa                   |
| <b>MONDAY, AUGUST 22</b>    | <b>6:00 p.m.</b>  | Zoning Commission Meeting, Board of Supervisors' Chambers   |
|                             | <b>6:30 p.m.</b>  | Salix Town Hall Meeting, City Hall, 317 Tipton Street, Salix  |
|                             | <b>7:30 p.m.</b>  | Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Merville  |
| <b>TUESDAY, AUGUST 23</b>   | <b>1:30 p.m.</b>  | Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa |

**The following Boards/Commission have vacancies:** Commission To Assess Damages - Category A, Category B, Category C and Category D

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

*Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa Department of Transportation's civil rights coordinator. If you need accommodations because of a disability to access the Iowa Department of Transportation's services, contact the agency's affirmative action officer at 800-262-0003.*

#4

JULY 26, 2016 — TWENTYEIGHTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, July 26, 2016 at 4:30 p.m. Board members present were Monson, Ung, Clausen, and Taylor; Smith was absent. Staff members present were Dennis Butler, Budget/Tax Analyst, Karen James, Executive Secretary/Public Bidder, Ed Gilliland, Human Resources Director and Patrick Gill, Auditor/Clerk to the Board.

1. The meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.
2. There were no citizen concerns.
3. Motion by Monson second by Clausen to approve the Agenda for July 26, 2016. Carried 4-0. Copy filed.
4. Motion by Clausen second by Taylor to approve the minutes of the July 19, 2016 Board meeting. Carried 4-0. Copy filed.
5. Motion by Monson second by Ung to approve the claims totaling \$605,289.77. Carried 4-0. Copy filed.
6. Motion by Clausen second by Monson to approve the appointment of McKenzie Stoos, Clerk II, County Treasurer Dept., effective 8-01-16, \$15.64/hour. Job Vacancy Posted 6-15-16. Entry Level Salary: \$15.64/hour.; and the reclassification of Brigid Delaney, Civilian Jailer, County Sheriff Dept., effective 8-01-16, \$24.12/hour, 11.5%=\$2.51/hour. Per CWA Civilian Officers Contract agreement, from Senior Class to Master Class. Carried 4-0. Copy filed.
7. Motion by Monson second by Clausen to receive for signatures a Resolution thanking and commending Bernard Ketelsen for his years of service to Woodbury County. Carried 4-0.

**WOODBURY COUNTY, IOWA  
RESOLUTION #12,405  
A RESOLUTION THANKING AND COMMENDING  
BERNARD KETELSEN  
FOR HIS SERVICE TO WOODBURY COUNTY**

**WHEREAS**, Bernard Ketelsen has capably served Woodbury County as an employee of the Woodbury County Conservation Department for 44 years from July 15, 1972 to August 31, 2016; and

**WHEREAS**, the service given by Bernard Ketelsen as a Woodbury County employee, has been characterized by his dedication to the best interests of the citizens of Woodbury County; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA** that the undersigned members of this Board thanks and commends Bernard Ketelsen 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, Bernard Ketelsen.

**BE IT SO RESOLVED** this 26th day of July, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 8a. A public hearing was held at 4:40 p.m. for issuance of Urban Renewal Tax Increment Revenue Bond.

Motion by Monson second by Taylor to close the public hearing. Carried 4-0.

- 8b. Motion by Monson second by Clausen to approve and authorize the Chairperson to sign a Resolution authorizing the sale and issuance of a \$1,710,000 Urban Renewal Tax Increment Revenue Bond, Series 2016, pledging to the payment of the Bond funds and portions of taxes created pursuant to the authority of Subsection 2 of Section

403.19 of the Code of Iowa and providing for the securing of the Bond, all for urban renewal purposes of Woodbury County, Iowa. Carried 4-0.

**RESOLUTION #12,406**

**RESOLUTION AUTHORIZING THE SALE AND ISSUANCE OF A \$1,710,000 URBAN RENEWAL TAX INCREMENT REVENUE BOND, SERIES 2016, PLEDGING TO THE PAYMENT OF THE BOND FUNDS AND PORTIONS OF TAXES CREATED PURSUANT TO THE AUTHORITY OF SUBSECTION 2 OF SECTION 403.19 OF THE CODE OF IOWA AND PROVIDING FOR THE SECURING OF THE BOND, ALL FOR URBAN RENEWAL PURPOSES OF WOODBURY COUNTY, IOWA**

WHEREAS, the Board of Supervisors (the "Board") of Woodbury County, Iowa (the "County") has taken action to create the Grow Woodbury County Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, the Board has adopted an Ordinance for the division of taxes levied on taxable property in the Urban Renewal Area which establishes the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the County for the payment of the principal of and interest on Bonds or notes issued under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, pursuant to Section 403.9 of the Code of Iowa, the Board has heretofore proposed to issue an Urban Renewal Tax Increment Revenue Bond in a principal amount not to exceed \$1,710,000 (the "Bond"), for the purpose of paying the cost, to that extent, of planning, undertaking, and carrying out projects within the Urban Renewal Area, consisting of financing certain road improvements, including Dogwood Trail in the City of Sergeant Bluff (the "Projects"), and the County has published a notice of such proposal and has held a hearing thereon and has otherwise complied with statutory requirements for issuing the Bond; and

WHEREAS, a proposal has been received from The Security National Bank of Sioux City for the purchase of the Bond; and

WHEREAS, it is now necessary and advisable that the Bond be issued pursuant to the provisions of Section 403.9(1) of the Code of Iowa, payable solely from the income and proceeds of the Urban Renewal Tax Revenue Fund;

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

Section 1. The proposal from The Security National Bank of Sioux City (the "Purchaser") for the purchase of the Bond is hereby approved.

Section 2. Pursuant to and as authorized by the Constitution and laws of the State of Iowa, and particularly Section 403.9 of the Code of Iowa, the Bond is hereby authorized to be issued to the Purchaser, in the principal amount of \$1,710,000, to be dated August 15, 2016. The Bond shall bear interest, shall be payable as to principal and interest, and shall have such other terms as are incorporated in the form of the Bond set out in Section 3 hereof. The Bond shall be fully registered as to principal and interest in the name of the holder on the books of the County, and after such registration, payment of the principal thereof and interest thereon shall be made only to the Registered Holder. Upon the request in writing of such Registered Holder personally or by its attorney in fact the Bond may be transferred to a designated transferee.

The County Treasurer is hereby designated as the registrar and paying agent for the Bond and may be hereinafter referred to as the "Registrar" or the "Paying Agent".

The County reserves the right to prepay principal of the Bond in whole or in part at any time prior to and in inverse order of maturity on terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the prepayment date.

The Bond shall be executed on behalf of the County with the official or facsimile signature of the Chairperson and attested by the official or facsimile signature of the County Auditor and shall be a fully registered Bond without interest coupons. In case any officer whose signature appears on the Bond shall cease to be such officer before

the delivery of the Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 3. The Bond shall be in substantially the following form:

(FORM OF BOND)  
 UNITED STATES OF AMERICA  
 STATE OF IOWA                      WOODBURY COUNTY  
  
 URBAN RENEWAL TAX INCREMENT REVENUE BOND, SERIES 2016

\$1,710,000

MATURITY DATE  
 June 1, 2023

BOND DATE  
 August 15, 2016

Woodbury County (the "County"), in the State of Iowa, for value received, promises to pay in the manner herein provided, to

The Security National Bank of Sioux City  
 Sioux City, Iowa

(the "Purchaser") or registered assigns, the principal sum of ONE MILLION SEVEN HUNDRED TEN THOUSAND DOLLARS (\$1,710,000), together with interest on the outstanding principal hereof from the date of this Bond, or from the most recent payment date on which interest has been paid, except as provisions hereinafter set forth with respect to prepayment prior to maturity may be or become applicable hereto.

Both principal of and interest on this Bond are payable to the registered owner appearing on the registration books of the County maintained by the County Treasurer (herein referred to as the "Registrar" or the "Paying Agent") at the close of business on the fifteenth day of the month next preceding the payment date in lawful money of the United States of America by check or draft mailed to the registered owner at the address shown on such registration books, provided, however, that the final installment of principal and interest shall be payable only upon presentation and surrender of this Bond to the Paying Agent.

Interest on this Bond is payable semiannually on June 1 and December 1 of each year, commencing June 1, 2017. Principal of this Bond is payable on June 1 in each of the years, in the respective principal installments and bears interest, at the respective rates, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2019	\$210,000	1.50%
2020	\$375,000	1.60%
2021	\$375,000	1.80%
2022	\$375,000	2.00%
2023	\$375,000	2.20%

The County reserves the right to prepay principal of this Bond in whole or in part at any time prior to and in inverse order of maturity on terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the prepayment date.

This Bond is issued by the County pursuant to and in strict compliance with the provisions of Section 403.9 of the Code of Iowa, and all of the laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the Board of Supervisors of the County duly passed on July 26, 2016 (the "Resolution"), which

resolution authorized the issuance of this Bond, and to which resolution reference is hereby made for a more complete statement as to the source of payment of this Bond and the rights of the holders of this Bond.

This Bond is issued for the purpose of planning, undertaking, and carrying out projects in the Grow Woodbury County Urban Renewal Area, consisting of financing certain road improvements, including Dogwood Trail in the City of Sergeant Bluff (the "Projects"). This Bond is not a general obligation of the County, but this Bond is payable solely from the income and proceeds of the Urban Renewal Tax Revenue Fund referred to in the Resolution and the portion of taxes to be paid into such Fund, referred to and authorized in Subsection 2 of Section 403.19 of the Code of Iowa.

This Bond shall be fully registered as to principal and interest in the name of the holder on the books of the County, and after such registration, payment of the principal and interest thereof shall be made only to such holder. This Bond is transferable by the holder hereof in person or by its attorney duly authorized in writing at the office of the Registrar, but only in the manner and subject to the limitations provided in the Resolution. The County may deem and treat the holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the County shall not be affected by any other notice to the contrary.

This Bond has been issued by the County in connection with the urban renewal projects described in the Resolution, which are urban renewal projects as defined in Chapter 403 of the Code of Iowa.

AND IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions, and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in due time, form and manner, as required by law, and that the issuance of this Bond does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, Woodbury County, by its Board of Supervisors has caused this Bond to be executed by the duly authorized facsimile signature of its Chairperson and attested by the duly authorized facsimile signature of its County Auditor as of the 15th day of August, 2016.

WOODBURY COUNTY, IOWA

By (DO NOT SIGN)  
Chairperson, Board of Supervisors  
Attest:

(DO NOT SIGN)  
County Auditor

Registration Date: \_\_\_\_\_

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is the Bond described in the within-mentioned Resolution.

WOODBURY COUNTY TREASURER

By \_\_\_\_\_ (Authorized Signature)  
ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

\_\_\_\_\_  
(please print or type name and address of Assignee)

\_\_\_\_\_  
PLEASE INSERT SOCIAL SECURITY OR OTHER

IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint \_\_\_\_\_, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: \_\_\_\_\_

Signature guaranteed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 4. The Bond shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to the Purchaser. The Chairperson, the County Auditor and the County Treasurer are hereby authorized to execute and deliver such additional documentation as they, with the advice of bond counsel, deem necessary to carry out the purposes of this resolution and to facilitate the issuance of the Bond.

Section 5. As provided and required by Chapter 403 of the Code of Iowa, the Bond shall not be a general obligation of the County, but shall be a special, limited obligation, the principal and interest of which shall be payable solely and only from the income and proceeds of the Urban Renewal Tax Revenue Fund, referred to in the preamble of this Resolution, and the County hereby pledges such Fund to the payment of the Bond, as well as the portion of taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Fund.

Section 6. The Bond shall not be subject to the provisions of any other law relating to the authorization, issuance or sale of Bonds except Section 403.9 of the Code of Iowa. The Bond issued pursuant to this resolution is declared to be issued for an essential public and governmental purpose.

Section 7. The Bond shall recite in substance that it has been issued by the County in connection with an urban renewal project as defined in Chapter 403 of the Code of Iowa and in any suit, action or proceeding involving the validity or enforceability of any bond issued hereunder or the security therefor, such bond shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

Section 8. The proceeds of the Bond shall be expended for purposes which are consistent with the urban renewal plan for the Urban Renewal Area.

Section 9. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor to evidence the continuing pledging of the Urban Renewal Tax Revenue Fund and the portion of taxes to be paid into such Fund, and, pursuant to Section 403.19 of the Code of Iowa, the Board hereby certifies to the County Auditor that the Bond qualifies for payment from such Fund and directs the Auditor to allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 10. It is the intention of the County that interest on the Bond be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the County covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bond will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the County are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.



The County hereby designates the Bond as a "Qualified Tax Exempt Obligation" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 12. This resolution shall be in full force and effect immediately upon its adoption and approval as provided by law.

Passed and approved July 26, 2016.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

9a. Motion by Monson second by Clausen to receive the Auditor's Quarterly Report for April 1, 2016 through June 30, 2016. Carried 4-0. Copy filed.

9b. Motion by Ung second by Monson to receive the Auditor's report of a petition requesting an election of trustees for the Upper Wolf Creek Drainage District. Carried 4-0. Copy filed.

Motion by Taylor second by Monson to order an election to be held September 10, 2016 at the Anthon Golf Course for trustees of the Upper Wolf Creek Drainage District and to appoint Marty Heck, Ann Hardy and Jay Malin as election judges and Barb Benson and Vernon Heck as election clerks. Carried 4-0. Copy filed.

9c. Information presented by Patrick Gill, County Auditor, on the consideration of an amendment to the Board of Supervisors Bylaws. Copy filed.

10a. Bids were received for project #L-B(L212)—73-97. The bids are as follows:

Dixon Construction Co., Correctionville, IA	\$238,096.50
Graves Construction Co., Spencer, IA	\$296,684.07

Motion by Monson second by Ung to receive the bids and to direct the County Engineer to evaluate the bids and return with a recommendation for award. Carried 4-0. Copy filed.

10b. Motion by Monson second by Ung to approve the contract and bond for pavement marking with Vogel Traffic Services for \$50,302.00. Carried 4-0. Copy filed.

10c. Motion by Monson second by Taylor to approve the preconstruction agreement #2016-C-227 with Iowa DOT. Carried 4-0. Copy filed.

11a. Motion by Monson second by Taylor to approve the LEC Entrance Project Change Order #1. Carried 4-0. Copy filed.

11b. Information was presented to the Board on the expansion of the Law Enforcement Center and the closure of Prairie Hills. Copy filed.

11c. Information was presented on Courthouse Courtrooms #201, #207, and Judge's Chambers windows and the discovery of original courthouse historical items. Copy filed.

12. There was a discussion of the desire of the Department of Human Services to rent a large classroom on the 4<sup>th</sup> floor of Trosper-Hoyt for targeted Case Management. Copy filed.

13. Motion by Taylor second by Ung to authorize Mark Monson and Matthew Ung, to act as the two designated liaisons from the Woodbury County Board of Supervisors to engage in "informal mediation" pursuant to the motion made at the July 18, 2016 Sioux Rivers Regional MHDS meeting. Carried 3-1: Clausen opposed. Copy filed.

14. The Chairperson reported on day to day activities.

15. The Board members reported on their committee meetings.
16. There were no citizen concerns.
17. Board members offered concerns and comments.

The Board adjourned the regular meeting until August 2, 2016.

Meeting sign in sheet. Copy filed.

WOODBURY COUNTY, IOWA

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION THANKING AND COMMENDING

*Rosemary Journey*

FOR YOUR SERVICE TO WOODBURY COUNTY

WHEREAS, Rosemary Journey has demonstrated herself to be an outstanding citizen of Woodbury County by volunteering with the Siouxland Area Chapter of the American Red Cross serving 13 counties in Northwest Iowa, Nebraska, and South Dakota; and

WHEREAS, Rosemary has served as a volunteer for the American Red Cross in Military Support for 40 years dedicating her time, day or night, as the critical link between U.S. military families and their deployed loved ones by making informed decisions in a timely and verifiable manner with approximately 300 messages being communicated on a yearly basis; and

WHEREAS, she also goes above and beyond her duties visiting returning veterans that are hospitalized, attending military funerals, welcoming them home after their tour of duty, offering hours of support and resources to military families, or simply holding a hand of someone in their time of need; 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 Rosemary Journey for her 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, Rosemary Journey.

BE IT SO RESOLVED this 2<sup>nd</sup> day of August, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Jeremy J. Taylor, Chairman

\_\_\_\_\_  
Jaclyn D. Smith, Member

\_\_\_\_\_  
Larry D. Clausen, Member

\_\_\_\_\_  
Mark A. Monson, Member

\_\_\_\_\_  
Matthew A. Ung, Member

Attest:

\_\_\_\_\_  
Patrick F. Gill, Woodbury County Auditor

#69

WOODBURY COUNTY, IOWA



RESOLUTION NO. \_\_\_\_\_

Commemorating the 50<sup>th</sup> anniversary of Western Iowa Tech Community College

WHEREAS, the 61<sup>st</sup> General Assembly passed legislation in a broad bi-partisan basis in 1965 to establish and operate area community colleges and vocational schools, with Governor Harold Hughes signing the legislation into law on June 7, 1965; and

WHEREAS, the Iowa Board of Education officially designated Western Iowa Tech Community College on August 19, 1965; and

WHEREAS, the first board of directors was elected on November 2, 1966, with the first classes in three program areas started on January 27, 1967; and

WHEREAS, over the past 50 years, Western Iowa Tech Community College has become the largest provider of postsecondary education in northwest Iowa, with over 26,000 graduates; and

WHEREAS, Western Iowa Tech Community College delivers college parallel courses and career technical education to high school students, literacy and basic education to adults, along with technical and transfer opportunities for area residents; and

WHEREAS, Western Iowa Tech Community College has been instrumental to economic growth and individual opportunity across its six county area; and

WHEREAS, Western Iowa Tech Community College has established a collaborative relationship with Woodbury County and the City of Sioux City by building and establishing The Security Institute which houses the Woodbury County Joint Emergency Operations Center and the 911 Communications Center and also provides and supports public safety training that is current and relevant to the needs of today's public safety providers which include Fire, EMS, Law Enforcement, Communications, and EMA; and

WHEREAS, Western Iowa Tech Community College consistently pursues its mission to provide quality education and to economically enhance the communities it serves;

Now be it resolved that the Woodbury County Board of Supervisors congratulates and commends Western Iowa Tech Community College for its 50 years of developing and sustaining accessible and quality higher education opportunities for all area residents and for its 50 years of service to businesses, communities, and residents.

WOODBURY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Jeremy J. Taylor, Chairman

\_\_\_\_\_  
Jaclyn D. Smith, Member

\_\_\_\_\_  
Larry D. Clausen, Member

\_\_\_\_\_  
Mark A. Monson, Member

\_\_\_\_\_  
Matthew A. Ung, Member

Attest:

\_\_\_\_\_  
Patrick F. Gill, Woodbury County Auditor

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

#7a

Date: 7/27/2016 Weekly Agenda Date: 8/2/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Heather Satterwhite, Public Bidder

WORDING FOR AGENDA ITEM:

Public hearing and sale of property parcel #617250 (aka 24 2nd Street South)

ACTION REQUIRED:

- Approve Ordinance       Approve Resolution       Approve Motion   
Give Direction       Other: Informational       Attachments

EXECUTIVE SUMMARY:

BACKGROUND:

The board approved the Notice of Property Sale Resolution on July 19th, 2016.

FINANCIAL IMPACT:

None

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes       No

RECOMMENDATION:

Approve the sale of property to the City of Menville as a Direct Sale for a minimum bid of \$114.00

ACTION REQUIRED / PROPOSED MOTION:

Approve the sale of property to the City of Menville.

# RESOLUTION #

## NOTICE OF PROPERTY SALE

### Parcel # 617250

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

**S ½ of Lot 1 and the South ½ of Lot 2, except the East 4 feet thereof, in Block 1, of Jones' First Addition to Merville in the County of Woodbury and State of Iowa (24 2<sup>nd</sup> Street South)**

**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 **2<sup>nd</sup> Day of August, 2016 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 on the **2<sup>nd</sup> Day of August, 2016**, immediately following the closing of the public hearing to the **City of Merville only per Code of Iowa 331.361(2)**.
3. That said Board proposes to sell the said real estate to the **City of Merville only for consideration of \$114.00 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 19<sup>th</sup> Day of July, 2016

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

---

Patrick F. Gill  
Woodbury County Auditor  
and Recorder

---

Jeremy J. Taylor, Chairman

REQUEST FOR MINIMUM BID

Name: City of Mowille - Glenn Metcalfe Date: 9/15/15  
Address: P.O. Box 454, mowille 51039 Phone: 873-3229

Address or approximate address/location of property interested in:

24 2<sup>nd</sup> St S

GIS# 894432109011

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

Legal Description:

S 1/2 Lot 2 Block 1 ex 4ft S 1/2  
Lot 2 Block 1 of Jones First Addition,  
City of Mowille and Woodbury County Iowa

Tax Sale #/Date: # 825 6/16/14 Parcel # 617250

Tax Deeded to Woodbury County on: 7/1/14

Current Assessed Value: Land \$7,930 Building Ø Total \$7,930

Approximate Delinquent Real Estate Taxes: \$504

Approximate Delinquent Special Assessment Taxes: \$15,752 - dema

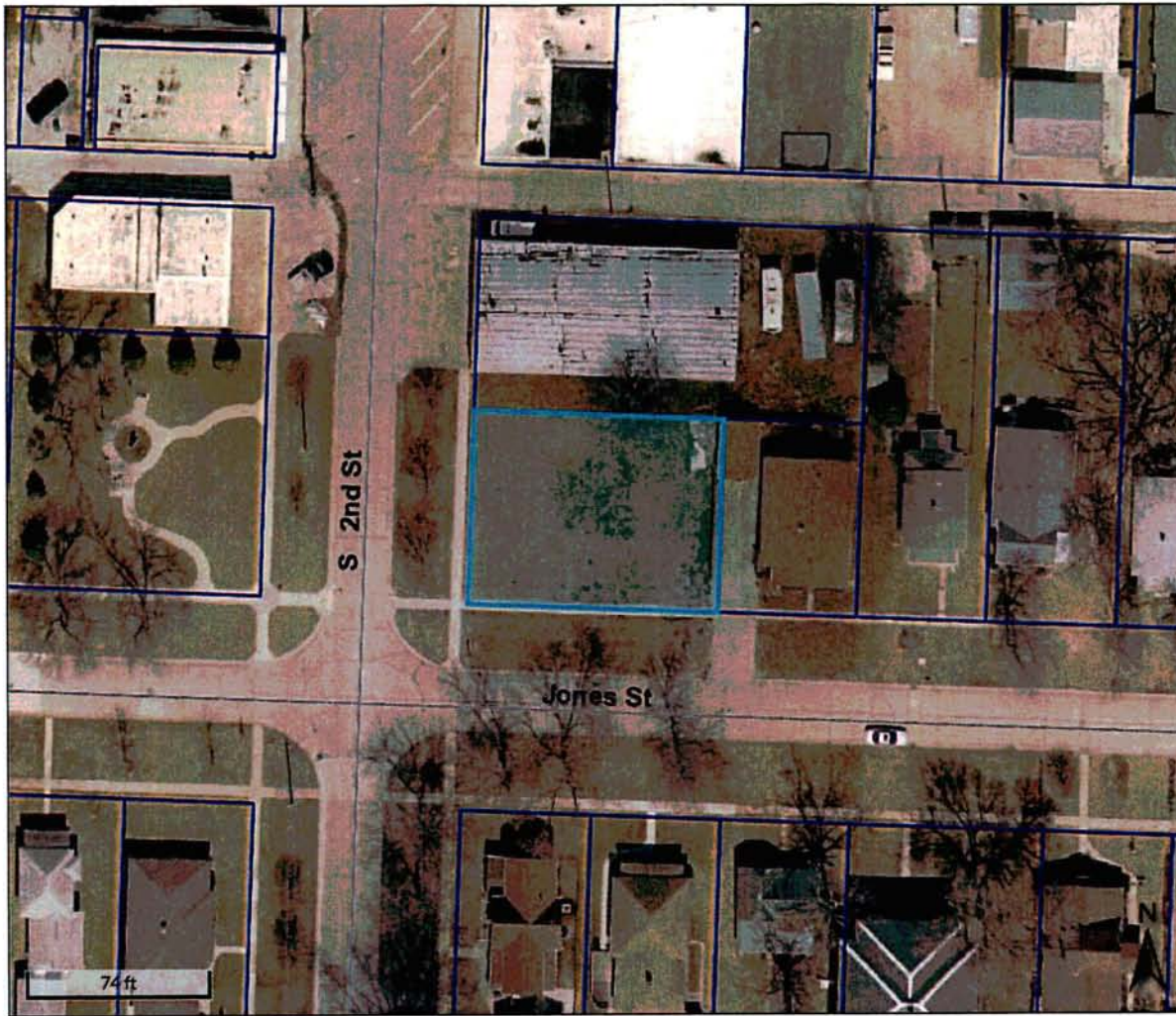
\*Cost of Services: \$113

Inspection to: Mark Morson Date: 10/13/15

Minimum Bid Set by Supervisor: \$1<sup>00</sup> plus cost of services of \$113 for a total  
minimum bid of \$114.

Date and Time Set for Auction: August 2<sup>nd</sup> @ 4:35 pm

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



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Sections
- Residential Sales
- 2013
- 2014
- 2015
- ▭ Parcels

Parcel ID	894432109011	Alternate ID	00000000617250	Owner Address	BRYAN CHERYL
Sec/Twp/Rng	32-89-44	Class	R		PO BOX 66453
Property Address	24 2ND ST S	Acreage	n/a		ALBUQUERQUE, NM 87133-6453
	MOVILLE				

District 066 MOVILLE LL WDBY CENTRAL  
 Brief Tax Description MOVILLE CITY OF  
 JONES FIRSTS 1/2 LO  
 T 1 BK 1 EX E 4 FT S  
 1/2 LOT 2 BK 1

(Note: Not to be used on legal documents)

Date created: 10/13/2015  
 Last Data Upload: 10/12/2015 11:48:39 PM





**Beacon**<sup>TM</sup>

Woodbury County, IA / Sioux City



Overview



Legend

- Roads
- ▣ Corp Boundaries
- ▣ Townships
- ▣ Sections
- Residential Sales
- 2013
- 2014
- 2015
- ▣ Parcels

Parcel ID	894432109011	Alternate ID	00000000617250	Owner Address	BRYAN CHERYL
Sec/Twp/Rng	32-89-44	Class	R		PO BOX 66453
Property Address	24 2ND ST S	Acreage	n/a		ALBUQUERQUE, NM 87133-6453
	MOVILLE				

District 066 MOVILLE LL WDBY CENTRAL  
 Brief Tax Description MOVILLE CITY OF  
 JONES FIRSTS 1/2 LO  
 T 1 BK 1 EXE 4 FTS  
 1/2 LOT 2 BK 1

(Note: Not to be used on legal documents)

Date created: 10/13/2015  
Last Data Upload: 10/12/2015 11:48:39 PM



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WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RECORD

#7b

Date: 7/27/2016 Weekly Agenda Date: 8/2/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Heather Satterwhite, Public Bidder

WORDING FOR AGENDA ITEM:

Public hearing and sale of property parcel #132525 (aka 113 George Street)

**ACTION REQUIRED:**

- Approve Ordinance       Approve Resolution       Approve Motion   
Give Direction       Other: Informational       Attachments

**EXECUTIVE SUMMARY:**

**BACKGROUND:**

The board approved the Notice of Property Sale Resolution on July 19th, 2016.

**FINANCIAL IMPACT:**

None

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes       No

**RECOMMENDATION:**

Approve the sale of property to the highest bidder starting with a minimum bid of \$108.00

**ACTION REQUIRED / PROPOSED MOTION:**

Approve the sale of property to the highest bidder.

# RESOLUTION #

## NOTICE OF PROPERTY SALE

### Parcel #132525

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

**The South Fifty feet of Lots 1 and 2 in Block 22, Sioux City Davis Addition, Sioux City, Woodbury County, Iowa  
(113 George 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 **2<sup>nd</sup> Day of August, 2016 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 **2<sup>nd</sup> Day of August, 2016**, 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 \$108.00** 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 19<sup>th</sup> Day of July, 2016.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

---

Patrick F. Gill  
Woodbury County Auditor  
and Recorder

---

Jeremy J. Taylor, Chairman

**REQUEST FOR MINIMUM BID**

Name: Trinidad Orozco Date: 2-9-16

Address: 121 Rebecca St. Phone: 389-2948  
522-0697  
Gabriela

Address or approximate address/location of property interested in:  
113 George St.

GIS PIN # 894729144008

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

Legal Description:  
South 50 feet Lots 1-2 Block 22 Sioux City Davis

Tax Sale #/Date: 00940/2015 Parcel # 132525

Tax Deeded to Woodbury County on: 7/1/16

Current Assessed Value: Land \$4,300 Building - Total \$4,300

Approximate Delinquent Real Estate Taxes: \$2,925-

Approximate Delinquent Special Assessment Taxes: ∅

\*Cost of Services: \$107-

Inspection to: Mark Morrison Date: 2-18-16

Minimum Bid Set by Supervisor: \$1.00 plus \$107 for cost of service for a total of \$108 min bid

Date and Time Set for Auction: August 2nd @ 4:37 pm

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



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Sections
- Residential Sales
- 2013
- 2014
- 2015
- ▭ Parcels

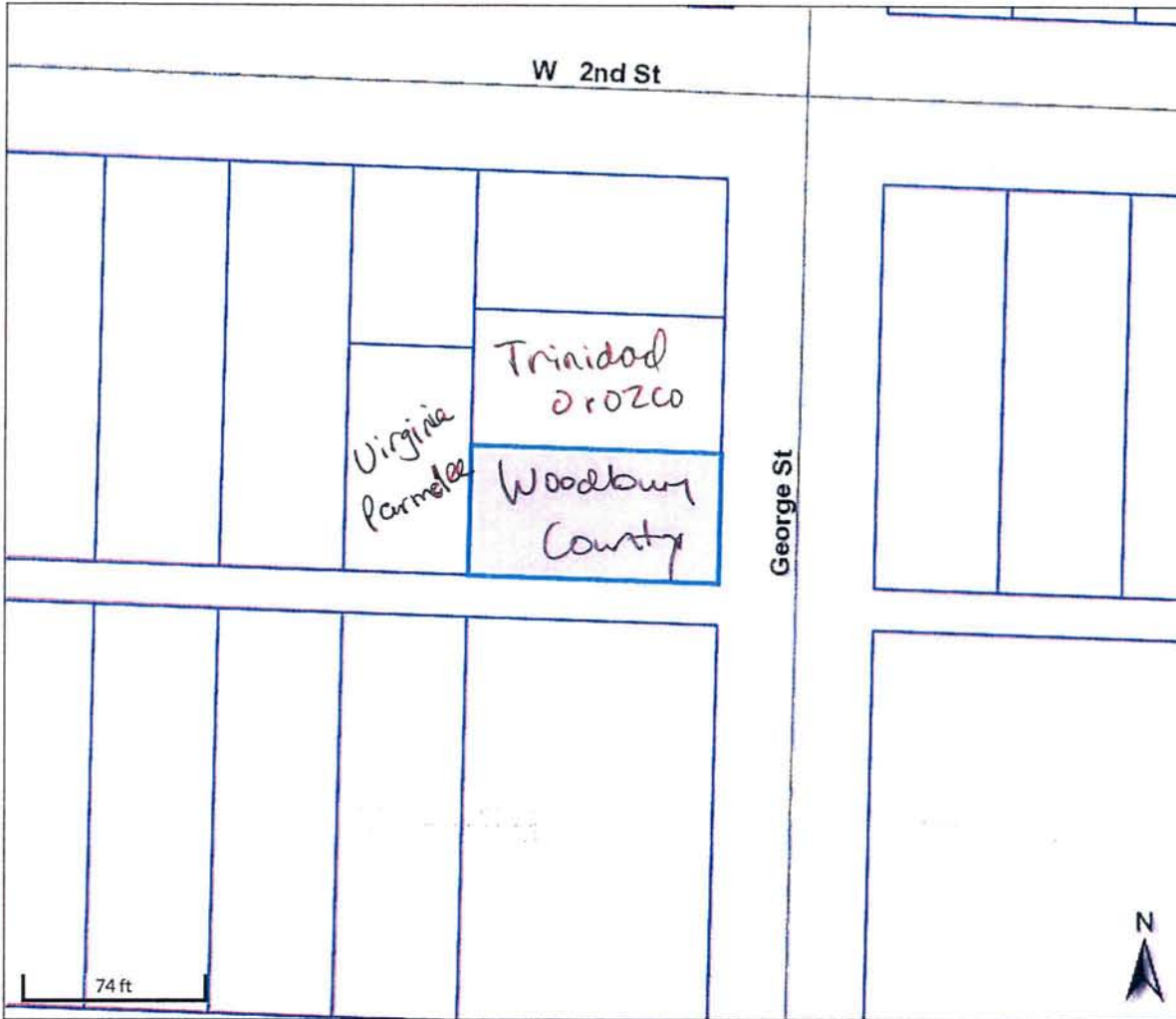
Parcel ID	894729164008	Alternate ID	132525	Owner Address	ROBINSON & SONS R.E. & PROPERTY MANAGEMENT
Sec/Twp/Rng	0-0-0	Class	R		6101 LOCK RIDGE DR
Property Address	113 GEORGE ST	Acreage	n/a		GRANITE BAY, CA 95746
	SIOUX CITY				
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	SIOUX CITY DAVIS				
	S 50 FT LOTS 1-2 BLK				
	22				
	<b>(Note: Not to be used on legal documents)</b>				

Date created: 2/15/2016  
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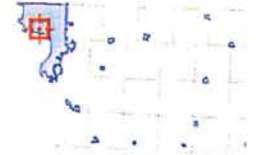


Beacon™

Woodbury County, IA / Sioux City



Overview




Legend

- Roads
- Corp Boundaries
- Townships
- Sections
- Residential Sales
- 2014
- 2015
- 2016
- Parcels

Parcel ID	894729164008	Alternate ID	132525	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	Class	R		WOODBURY COUNTY COURTHOUSE
Property Address	113 GEORGE ST	Acreeage	n/a		6101 Lock Ridge Dr.
	SIOUX CITY				Granite Bay, CA 95746-0000
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	SIOUX CITY DAVIS				
	S 50 FT LOTS 1-2 BLK				
	22				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 7/14/2016

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WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

#7c

Date: 7/27/2016 Weekly Agenda Date: 8/2/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Heather Satterwhite, Public Bidder

**WORDING FOR AGENDA ITEM:**

Public hearing and sale of property parcel #062715 (aka 1219 21st Street)

**ACTION REQUIRED:**

- Approve Ordinance       Approve Resolution       Approve Motion   
Give Direction       Other: Informational       Attachments

**EXECUTIVE SUMMARY:**

**BACKGROUND:**

The board approved the Notice of Property Sale Resolution on July 19th, 2016.

**FINANCIAL IMPACT:**

None

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes       No

**RECOMMENDATION:**

Approve the sale of property to the highest bidder starting with a minimum bid of \$227.00

**ACTION REQUIRED / PROPOSED MOTION:**

Approve the sale of property to the highest bidder.

# RESOLUTION #

## NOTICE OF PROPERTY SALE

### Parcel #062715

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

**Lot Five Beatties Addition to Sioux City, in the County of Woodbury and State of Iowa  
(1219 21<sup>st</sup> 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 **2<sup>nd</sup> Day of August, 2016 at 4:39 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **2<sup>nd</sup> Day of August, 2016**, 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 \$227.00** 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 19<sup>th</sup> Day of July, 2016.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

---

Patrick F. Gill  
Woodbury County Auditor  
and Recorder

---

Jeremy J. Taylor, Chairman



REQUEST FOR MINIMUM BID

Name: Tanya Gonzalez Date: 7-24-15

Address: 1215 - 21st St. S.C. IA 51104 Phone: 212-6562

Address or approximate address/location of property interested in:

1219-21st St.

8947 21282043

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

Legal Description:

Lot 5 Beatties

Tax Sale #/Date: 01011/2011 Parcel # 062715

Tax Deeded to Woodbury County on: —

Current Assessed Value: Land \$2,200 Building 0 Total \$2,200

Approximate Delinquent Real Estate Taxes: \$2,445-

Approximate Delinquent Special Assessment Taxes: \$34,337-

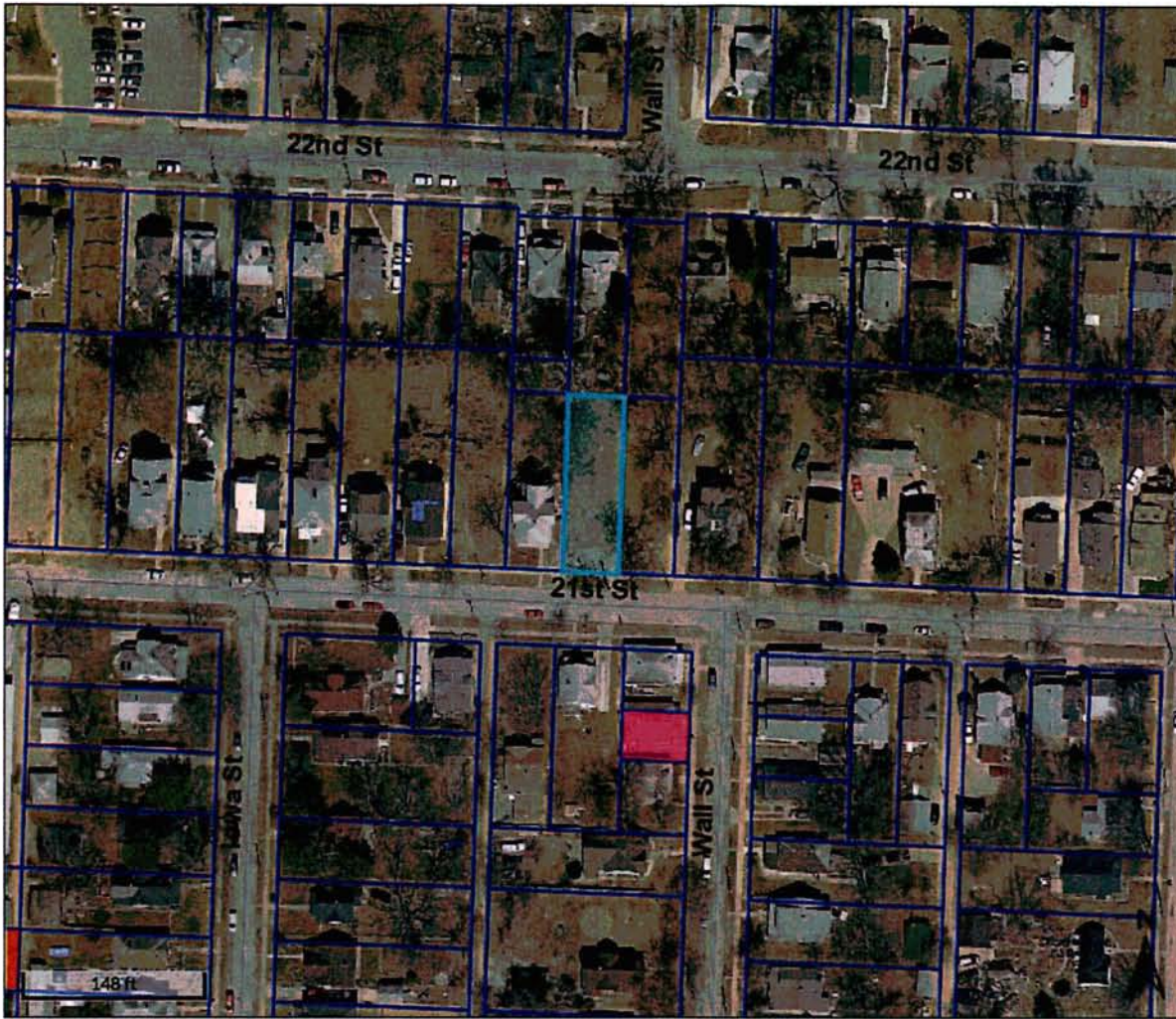
\*Cost of Services: \$127.00

Inspection to: Mark Monson Date: 7-24-15

Minimum Bid Set by Supervisor: \$100<sup>00</sup> plus \$127 for cost of services for a total of \$227 min bid

Date and Time Set for Auction: August 2nd @ 4:39 pm

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



Overview




Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Sections
- Residential Sales
- 2013
- 2014
- 2015
- ▭ Parcels

Parcel ID	894721282043	Alternate ID	062715	Owner Address	FEHR ROGER R
Sec/Twp/Rng	0-0-0	Class	R		FEHR ANNE C
Property Address	1219 21ST ST	Acreeage	n/a		315 MAIN ST
	SIOUX CITY				JEFFERSON, SD 57038
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	BEATTIES LOT 5				
	(Note: Not to be used on legal documents)				

Date created: 7/21/2015  
 Last Data Upload: 7/21/2015 4:04:09 AM

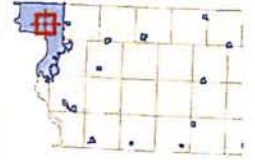
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# Beacon™ Woodbury County, IA / Sioux City



## Overview



## Legend

- Roads
- Corp Boundaries
- Townships
- Sections
- Residential Sales
- 2013
- 2014
- 2015
- Parcels

Parcel ID	894721282043	Alternate ID	062715	Owner Address	FEHR ROGER R
Sec/Twp/Rng	0-0-0	Class	R		FEHR ANNE C
Property Address	1219 21ST ST	Acreage	n/a		315 MAIN ST
	SIOUX CITY				JEFFERSON, SD 57038
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	BEATTIES LOT 5				
	(Note: Not to be used on legal documents)				

Date created: 7/21/2015  
Last Data Upload: 7/21/2015 4:04:09 AM

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WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

#74

Date: 7/27/2016 Weekly Agenda Date: 8/2/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Heather Satterwhite, Public Bidder

**WORDING FOR AGENDA ITEM:**

Public hearing and sale of property parcel #062700 (aka 1223 21st Street)

**ACTION REQUIRED:**

- Approve Ordinance       Approve Resolution       Approve Motion   
Give Direction       Other: Informational       Attachments

**EXECUTIVE SUMMARY:**

**BACKGROUND:**

The board approved the Notice of Property Sale Resolution on July 19th, 2016.

**FINANCIAL IMPACT:**

None

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes       No

**RECOMMENDATION:**

Approve the sale of property to the highest bidder starting with a minimum bid of \$227.00

**ACTION REQUIRED / PROPOSED MOTION:**

Approve the sale of property to the highest bidder.

# RESOLUTION #

## NOTICE OF PROPERTY SALE

### Parcel #062700

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

**Lot Four Beatties Addition to Sioux City, in the County of Woodbury and State of Iowa  
(1223 21<sup>st</sup> 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 **2<sup>nd</sup> Day of August, 2016 at 4:41 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 **2<sup>nd</sup> Day of August, 2016**, 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 \$227.00** 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 19<sup>th</sup> Day of July, 2016.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

---

Patrick F. Gill  
Woodbury County Auditor  
and Recorder

---

Jeremy J. Taylor, Chairman

REQUEST FOR MINIMUM BID

Name: Tanya Gonzalez Date: 7-24-15  
Address: 1215- 21st St. S.E. IA 51104 Phone: 212-6562

Address or approximate address/location of property interested in:  
1223- 21st St.

894721282044

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

Legal Description:

Lot 4 Beatties

Tax Sale #/Date: 01012- 2011 Parcel # 062700

Tax Deeded to Woodbury County on: 12/16/15

Current Assessed Value: Land \$2,200 Building 0 Total \$2200

Approximate Delinquent Real Estate Taxes: \$1,127-

Approximate Delinquent Special Assessment Taxes: \$3,666-

\*Cost of Services: \$127.00

Inspection to: Mark Monson Date: 7-24-15

Minimum Bid Set by Supervisor: \$150<sup>00</sup> plus \$127 for cost of services  
total: \$227 for min bid.

Date and Time Set for Auction: August 2<sup>nd</sup> @ 4:41 pm

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



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Sections
- Residential Sales
  - ▭ 2013
  - ▭ 2014
  - ▭ 2015
- ▭ Parcels

Parcel ID	894721282044	Alternate ID	062700	Owner Address	FEHR ROGER R
Sec/Twp/Rng	0-0-0	Class	R		FEHR ANNE C
Property Address	1223 21ST ST	Acreage	n/a		315 MAIN ST
	SIOUX CITY				JEFFERSON, SD 57038
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	BEATTIES LOT 4				
	(Note: Not to be used on legal documents)				

Date created: 7/21/2015  
 Last Data Upload: 7/21/2015 4:04:09 AM

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# Beacon™ Woodbury County, IA / Sioux City



### Overview



### Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Sections
- Residential Sales
  - 2013
  - 2014
  - 2015
- ▭ Parcels

Parcel ID 894721282044  
 Sec/Twp/Rng 0-0-0  
 Property Address 1223 21ST ST  
 SIOUX CITY

Alternate ID 062700  
 Class R  
 Acreage n/a

Owner Address FEHR ROGER R  
 FEHR ANNE C  
 315 MAIN ST  
 JEFFERSON, SD 57038

District 087 SC LL SIOUX CITY COMM  
 Brief Tax Description BEATTIES  
 LOT 4

(Note: Not to be used on legal documents)

Date created: 7/21/2015  
 Last Data Upload: 7/21/2015 4:04:09 AM

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#8a

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTION

DATE: August 2, 2016

\* 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
Walker, Austin	Secondary Roads	7-22-16	Temporary Summer Laborer			S	End of Temporary Work.
Skaff, Michelle	County Auditor	8-03-16	Percentage Deputy	\$67,699/year	23%=\$12,699/year	T	Transfer to 80% Percentage Deputy.
Tyler, Aaron	Juvenile Detention	8-05-16	Youth Worker	\$23.87/hour	0%	A	From Part-time to Full-time Youth Worker.
Washington, Christina	County Sheriff	8-08-16	Senior Clerk	\$17.19/hour	-4%=-\$.81/hour	T	Transfer from Civilian Jailer to Senior Clerk.
Robinson, Lisa	Veteran Affairs	8-15-16	Clerk II	\$20.06/hour	10%=\$1.94/hr	R	Per Wage Plan Comparability with AFSCME Courthouse Contract, from Grade 3/Step 4 to Grade 3/Step 5.
Jessen, Jean	County Auditor	9-30-16	Percentage Deputy			S	Retirement.

APPROVED BY BOARD DATE: \_\_\_\_\_

ED GILLILAND, HR DIRECTOR: \_\_\_\_\_

**WOODBURY COUNTY**  
**HUMAN RESOURCES DEPARTMENT**

**TO:** Board of Supervisors and the Taxpayers of Woodbury County  
**FROM:** Ed Gilliland, Human Resources Director  
**SUBJECT:** Memorandum of Personnel Transactions  
**DATE:** August 2, 2016

For the August 2, 2016 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) Secondary Roads Temporary Summer Laborer, End of Temporary Work.
- 2) Emergency Management Coordinator, Transfer to County Auditor Percentage Deputy.
- 3) Juvenile Detention Youth Worker, from Part-time to Full-time.
- 4) County Sheriff Civilian Jailer, Transfer to Senior Clerk.
- 5) Veteran Affairs Clerk II, from Grade 3/Step 4 to Grade 3/Step 5.
- 6) County Auditor Percentage Deputy, Retirement.

Thank you

HUMAN RESOURCES DEPARTMENT  
 WOODBURY COUNTY, IOWA

#8b

DATE: August 2, 2016

**AUTHORIZATION TO INITIATE HIRING PROCESS**

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Auditor	Percentage Deputy (80%)	\$67,699/year		
County Sheriff	Civilian Jailer	CWA: \$18.00/hour		
	*Please see attached memos.			

\_\_\_\_\_  
 Chairman, Board of Supervisors

Ed,

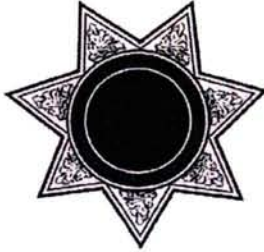
Jean Jessen, Deputy County Auditor, has submitted a letter of resignation effective 9/30/2016. I intend to appoint Michelle Skaff to that position. This position is vital to the successful processing of the county's financial responsibilities. It is extremely important that Ms. Skaff be provided the opportunity to receive training from Ms. Jessen until her departure.

I am asking that you make a request of the Board of Supervisors to allow me to appoint an additional percentage deputy to the Auditor's administrative staff until Ms. Jessen's departure. The effective date of the appointment would be 8/3/2016.

Thanks,

Pat Gill

Woodbury County Auditor & Recorder/  
Commissioner of Elections



## Woodbury County Sheriff's Office

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LAW ENFORCEMENT CENTER  
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010  
E-MAIL: [ddrew@woodburycountyiowa.gov](mailto:ddrew@woodburycountyiowa.gov)  
FAX: 712.279.6522

28 July 2016

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to hire for a Correctional Officer position, effective August 3, 2016. We request this be placed on the agenda for the Tuesday, August 2, 2016 Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "David Drew". The signature is written in black ink and is positioned above the typed name.

Dave Drew, Sheriff

Cc: file

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

#8c

Date: 7-28-16

Weekly Agenda Date: 8-02-16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ed Gilliland

**WORDING FOR AGENDA ITEM:**

Approval of Nationwide Deferred Compensation Contract, Discussion and Action.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

On May 24, 2016 the Board approved updating the County's Nationwide Deferred Compensation plan, today we are presenting the contract for signature.

**BACKGROUND:**

Woodbury County's Deferred Compensation Plan was utilizing an outdated model. We presented a new financial model or platform that was built with lower ongoing fees to the participants. In addition the new platform provides greater access to advice and better investment management. The new platform provides advice and utilizes Morningstar to help reduce or eliminate the County Fiduciary liability.

**FINANCIAL IMPACT:**

Saves our employees thousands annually, no cost to the employer (Woodbury County).

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

Please approve and sign the contracts.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve and sign the Contracts.

# Termination of Current Nationwide Fixed Annuity Endorsement and Request for Issuance of New Fixed Annuity Endorsement

Plan Name: \_\_\_\_\_

I, the plan sponsor, contract owner, and responsible fiduciary, wish to terminate the fixed endorsement currently in effect for my plan. I am terminating my fixed endorsement as part of my decision to convert to the Investment Fiduciary Services Program. I request that (i) my current Fixed Annuity Endorsement Form Number NRZ-0102 be terminated, (ii) the assets invested pursuant to such endorsement be temporarily retained in the Company's general account, (iii) a new fixed annuity endorsement be issued, and (iv) the assets temporarily retained in the Company's general account be transferred to such new fixed annuity endorsement. I further understand that the new fixed endorsement issued by Nationwide, together with an updated contract specifications document, will contain a 0%\* minimum guaranteed interest rate.

\*Some states require a 1% guaranteed minimum interest rate and in such states the minimum guaranteed interest rate will be set at 1%.

Contract Owner and Plan Sponsor Signature: \_\_\_\_\_

Date: \_\_\_\_\_





**APPLICATION FOR  
GROUP FLEXIBLE PURCHASE PAYMENT DEFERRED FIXED ANNUITY CONTRACT**  
*underwritten by*  
**Nationwide Life Insurance Company**  
**One Nationwide Plaza**  
**Columbus, Ohio 43215**  
**[1-877-677-3678]**

**APPLICANT**

\_\_\_\_\_ (the "Applicant"), applies to be the Contract Owner of a Group Flexible Purchase Payment Deferred Fixed Annuity Contract (the "Contract") underwritten by Nationwide Life Insurance Company ("Nationwide").

The Group Flexible Purchase Payment Deferred Fixed Annuity Contract applied for will become effective on the "Effective Date of Contract" if the initial Purchase Payment and this application are accepted by Nationwide. In the event the initial Purchase Payment or this application are not accepted, Nationwide's liability will be limited to a return of the initial Purchase Payment, and any subsequent Purchase Payments remitted.

**PURCHASE PAYMENT**

Applicant agrees to permit Participants in its Plan to allocate Purchase Payments to the Contract as of the "Effective Date of Contract".

**TRANSFER AND EXCHANGE LIMITATION ELECTION**

Elect One:

**Contract Level Aggregate Exchange Limitation** (the limitation on *Outgoing* Exchanges from the Fixed Account is determined based on total assets held in the Contract's Fixed Account's value under the Contract as of the last Business Day preceding the current calendar year).

**Participant Level Exchange Limitation** (the limitation on *Outgoing* Exchanges from the Contract is applied to each Participant Account under the Contract. The Contract Owner, or its designated Record Keeper is responsible for applying this limitation).

**STATE INSURANCE FRAUD WARNINGS**

**FOR DC RESIDENTS ONLY: WARNING:** it is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**NOTICE TO FL, MN, ND, SC, SD, TX AND VT RESIDENTS ONLY:** Annuity payments, death benefits, surrender values, and other Contract Values are subject to a market value adjustment, and are not guaranteed as to fixed dollar amount, unless otherwise specified.

**NOTICE TO OK AND PA RESIDENTS ONLY:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**FOR WA RESIDENTS ONLY:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

**NOTICE TO AR, CO, KY, LA, ME, NM, OH, AND TN RESIDENTS ONLY:** Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

**FOR NJ RESIDENTS ONLY:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**ADDITIONAL STATE NOTICES**

**FOR FL RESIDENTS ONLY:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**SIGNATURES**

Signed on behalf of \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_.

Yes  No Do you have existing life insurance or annuity contracts?

Yes  No Will the applied for Contract replace any existing life insurance or annuity contracts?

\_\_\_\_\_  
[(Authorized Signature of Applicant)]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[(Title)]

Yes  No Do you have any reason to believe the Contract applied for is to replace existing annuities or insurance?

\_\_\_\_\_  
[(Authorized Nationwide Agent/Representative Signature)]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[(Title)]

Florida License Identification #: (Florida Agents only) \_\_\_\_\_

## INVESTMENT FIDUCIARY SERVICE AGREEMENT

This Investment Fiduciary Service Agreement ("Agreement") is dated \_\_\_\_\_ ("Effective Date") and is between \_\_\_\_\_ ("Plan Sponsor"), Morningstar Associates, LLC ("Morningstar"), and Nationwide Life Insurance Company ("Nationwide").

### 1. INTRODUCTION

A Plan Sponsor who elects to use the Investment Fiduciary Service Program (the "Program") must sign this Agreement where indicated below. By signing below, Plan Sponsor acknowledges and agrees that the responsibilities of Nationwide and Morningstar with respect to the Program are as described below. Plan Sponsor also acknowledges that the specific fiduciary support provided by Morningstar and the administrative support provided by Nationwide are conditioned upon the Plan Sponsor's performance of certain duties outlined below.

### 2. DEFINITIONS

"Fund Universe" refers to the investment options that Nationwide makes available to Morningstar from which Morningstar selects the Fund Lineup. The Fund Universe includes both proprietary and nonproprietary investment offerings. Many investment providers pay Nationwide or its affiliates in return for having their investment vehicles made available to plans for possible selection as plan-designated investment alternatives, as well as for the recordkeeping and related services Nationwide provides. Nationwide may change the investment options in the Fund Universe from time to time.

"Fund Lineup" refers to the investment offerings that Morningstar selects from the Fund Universe for inclusion in the Program.

### 3. DISCLOSURE AND PROGRAM DESCRIPTION

The Program is designed to provide the Plan Sponsor with a Fund Lineup for the Plan Sponsor's Deferred Compensation Retirement Plan ("Plan") that is appropriate for the Plan and its employees. The Program also contains features - such as the quarterly and annual Morningstar monitoring reports described below - that support the discharge of the Plan Sponsor's duty to demonstrate the prudent selection and ongoing monitoring of Morningstar in its role as a plan fiduciary.

Morningstar acknowledges its role as a fiduciary, as defined in Section 3(21)(A)(ii) of the Employee Retirement Income Security Act of 1974 ("ERISA"), with respect to the selection and ongoing monitoring of the Plan's Fund Lineup. Although ERISA does not apply to governmental plans, Morningstar is agreeing to adhere to the ERISA standard of care with respect to the advisory services provided to the plan.

Nationwide has entered into an agreement with Morningstar to make the Program available to plan sponsors. Nationwide's role is to present the Program and provide ongoing administrative support related to the delivery of Program documentation created by Morningstar, including, but not limited to, Fund Lineup, and quarterly and annual Morningstar monitoring reports, which are posted on the Nationwide Plan Sponsor website.

The investment options available under the Program are set forth under the Fund Lineup, which is created by Morningstar from the Fund Universe. Morningstar has no ability to choose funds that are not made available in the Fund Universe. The Fund Universe, to meet Nationwide product requirements, includes only a Nationwide proprietary option under the target date, target risk and index categories. For other asset categories, Morningstar may select Nationwide proprietary funds or non-proprietary funds. All of the funds included in the Fund Universe provided to Morningstar by Nationwide, whether proprietary to Nationwide or not proprietary to Nationwide, have been screened by Morningstar and selected for use under the Program based on Morningstar's standard proprietary screening process.

The Fund Lineup is established by Morningstar using its proprietary investment methodology, and all funds in the Fund Lineup, including Nationwide's proprietary investment options, must meet Morningstar's established investment criteria. Nationwide is not affiliated with Morningstar and receives no compensation from Morningstar for the Program. The decision of which funds are included in the Fund Lineup is Morningstar's alone. It is Nationwide's intention that its actions with respect to the Program will not cause Nationwide to become a fiduciary to the Plan within the meaning of applicable law. Nationwide will not review and is not responsible, nor shall it be held liable for, the content or accuracy of any materials created solely by Morningstar and provided to the Sponsor by Nationwide.

Using the Program will assist the Plan Sponsor in satisfying one of its key responsibilities, namely, to prudently select and monitor the Plan's investment options. Under the Program, Morningstar will act as a fiduciary to the Plan for that purpose, provided the conditions set forth herein are met, but subject to the following exclusions:

- Employer stock investment options are excluded from the Program;
- Self-directed brokerage investment options are excluded from the Program;
- Money market investment options are excluded from the Program;
- Stable value investment options are excluded from the Program;
- Certificates of Deposit investment options are excluded from the Program;  
and
- Liquid Savings Accounts investment options are excluded from the Program

If at any time, Morningstar determines that it no longer approves of an investment option in the Fund Lineup, it shall determine whether a replacement investment option is necessary and select a replacement investment option. When an investment option is removed from the Fund Lineup, Morningstar shall notify Nationwide and Nationwide shall, in turn, notify Plan Sponsor that the investment option(s) are no longer approved and of the replacement investment option. If Plan Sponsor rejects the replacement investment option, the Plan Sponsor shall be removed from the Program. Morningstar shall thereupon cease to have any fiduciary liability or responsibility for investment option(s) available within that Plan Sponsor's Plan except to the limited extent provided in the

following two sentences of this paragraph. In its standard course of business, Morningstar will continue to monitor such investment option(s) and may determine that it approves such investment option(s) again. Upon its renewed approval, Morningstar shall notify and Nationwide shall, in turn, notify Plan Sponsor that the investment option(s) are once again covered by the fiduciary liability and responsibility of Morningstar under the Program.

Morningstar assumes no fiduciary responsibility or liability with respect to excluded investment options or Plan Fund Lineups that make available investment options not included in the Morningstar Fund Lineup.

#### 4. ROLES AND RESPONSIBILITIES

The Plan Sponsor, in its fiduciary capacity, is solely responsible for determining whether the Nationwide product and the program are appropriate for the Plan, both at the time of purchase and on an ongoing basis.

Upon participating in the Investment Fiduciary Services program, the Plan Sponsor will be provided with a Fund Lineup. The Fund Lineup is created by Morningstar. The Plan Sponsor will also receive a sample Investment Policy Statement for the Plan, created by Morningstar that the Plan Sponsor may choose to adopt. It will detail how the investment categories within the Fund Lineup were chosen and how Morningstar will monitor the investment options. If the Plan Sponsor chooses not to adopt the sample Investment Policy Statement, it is their responsibility as Plan Sponsor to review the Plan documents, including any existing investment policy statement, to determine whether Morningstar's fiduciary services are consistent with the terms of the Plan documents. If the terms of the Plan documents, including any existing Investment Policy Statement, are inconsistent with the services provided in the Program, it is their responsibility to amend the Plan documents accordingly.

Morningstar will monitor the investment options contained within the Fund Lineup and prepare reports, for the Plan Sponsor's review and use in discharging the Plan Sponsor's responsibility to monitor Morningstar in its role as a plan fiduciary.

Morningstar may, from time to time, call for changes to the Fund Lineup. Morningstar may add funds to the Fund Lineup or may delete a fund from the Fund Lineup if it deems such changes necessary. Nationwide will provide Plan Sponsor with written notice of these changes at least ninety (90) days before their effective date. These changes must be reviewed by the Plan Sponsor to determine if they are appropriate for the plan and its participants. Plan Sponsor has the discretion and authority to decide whether to accept or reject any such changes presented. If the Plan Sponsor decides to reject any changes recommended by Morningstar, they must provide written notice to Nationwide thirty (30) days prior to the effective date of the recommended change to the Fund Lineup. Failure to reject the changes presented at least thirty (30) days prior to their effective date will be treated as consent to those changes. If the Plan Sponsor rejects any changes recommended by Morningstar, this Agreement will terminate on the effective date of the change and Morningstar will no longer assume fiduciary liability or responsibility for the investment oversight of any individual investment option or for the overall lineup.

Nationwide agrees to perform the following on behalf of Morningstar in support of the Program:

1. Deliver, via paper or electronically, the Plan Sponsor Advisory Agreement and Morningstar Associates' Form ADV Part 2, along with subsequent updates to the Plan Sponsor.
2. Obtain the Plan Sponsor's signature to the Plan Sponsor Advisory Agreement and sending an electronic copy of the signed Plan Sponsor Advisory Agreement to Morningstar.
3. Make available the Fund Lineup, IPS, methodology document, quarterly market commentary and the Quarterly Monitoring Report to Plan Sponsors.
4. Prepare and deliver notice to Morningstar Advisory Plan Sponsors regarding any changes to the Fund Lineup.
5. Implement any changes to the Fund Lineup, as determined and directed by Morningstar Advisory Plan Sponsors, in accordance with its customary business practices.
6. Provide written notification to Morningstar when an Advisory Plan Sponsor's Fund Lineup is no longer consistent with the Morningstar selected Fund Lineup.
7. Notify Morningstar of any Plan Sponsors that have terminated the Investment Fiduciary Service Program.
8. Distribute marketing materials created by Morningstar to Plan Sponsors.
9. Make available to the Plan Sponsor a pre-determined mapping matrix (prepared by Morningstar) to assist the Plan Sponsor in mapping plan assets from investment options in its existing lineup into the investment options available on the Fund Lineup, a Plan Sponsor's acceptance of the recommended mapping matrix is not required to participate in this program;

#### 5. COMPENSATION

Plan Sponsor will not be charged a fee for the Program. Neither participating in nor terminating the Program will impact pricing for the Plan.

Morningstar receives a fee from Nationwide. That fee includes an asset-based fee subject to a minimum annual fee. The amount of compensation paid to Morningstar does not change based upon any particular fund recommended by Morningstar, whether proprietary to Nationwide or not. Morningstar's asset-based fees are not charged against excluded investment options.

Nationwide may receive compensation for services rendered to the Plan from a number of sources. Those may include product or contract charges, administrative fees, fee and charges applicable to Nationwide proprietary funds, and sales compensation and expense reimbursements from funds made available as investment options under the Plan. As part of its product offering, Nationwide will provide Plan Sponsor with information regarding the sources of revenue it may receive from the Plan. Product pricing discussions are between

Nationwide and the Plan Sponsor, and Morningstar's compensation is independent of those considerations. The Plan Sponsor may at any time request an estimate of the range of or weighted average compensation to be paid to Nationwide from the funds offered under the Plan.

#### 6. TERM AND TERMINATION

The Agreement shall commence on the Effective Date and remain in effect until terminated by any of the three parties in accordance with this Section.

If Plan Sponsor makes a change to the Plan's Fund Lineup by adding a fund that is not on the Fund Lineup, deleting a fund that is in the Fund Lineup, or opting out of a change to the Fund Lineup recommended by Morningstar, Morningstar will no longer assume fiduciary liability or responsibility as defined under Section 3(21)(A)(ii) of ERISA, for the investment oversight of any individual investment option or for the overall lineup. This agreement shall terminate automatically upon such a change by the Plan Sponsor.

Plan Sponsor may also choose to discontinue participation in the Program effective any quarter end (March 31st, June 30th, September 30th or December 31st) by notifying Nationwide in writing at least thirty (30) days prior to discontinuance. Likewise, either Nationwide or Morningstar may terminate this agreement at any quarter end by notifying you in writing at least thirty (30) days in advance.

This Agreement will also terminate automatically upon (i) the termination of the agreement between Morningstar and Nationwide or (ii) the termination of the agreement between Plan Sponsor and Nationwide under which Nationwide provides certain recordkeeping and administrative services to the Plan.

#### 7. INDEMNIFICATION

To the maximum extent allowed by law, Morningstar will indemnify, defend and hold harmless Plan Sponsor and its respective directors, officers, employees and agents from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "Claims"), including attorneys' fees incurred in responding to such Claims, that Plan Sponsor may suffer or incur arising out of or in connection with Morningstar's: (i) breach of its fiduciary obligation to the Plan. Notwithstanding the foregoing sentence, Morningstar shall not be required to indemnify, defend or hold Plan Sponsor harmless to the extent that the Claim arose as a result of Plan Sponsor's acts or omissions. Morningstar's obligation to indemnify and defend hereunder will be contingent on Plan Sponsor: (i) promptly notifying Morningstar in writing of the claim; (ii) allowing Morningstar to control, and reasonably cooperating with Morningstar in, the defense thereof and any related settlement negotiations; and (iii) in no event, agreeing to, or authorizing settlement of, any such claim without Morningstar's prior written agreement. The indemnity obligations as described in this paragraph shall survive termination of this Agreement.

## 8. NOTIFICATIONS

Notifications regarding Fund Lineup changes will be provided in writing. To ensure uninterrupted coverage, please provide the best contact information on Page 7.

Please remember that as plan fiduciary, the Plan Sponsor is responsible for providing updated email and U.S. mail addresses to Nationwide as necessary. By signing this agreement, Plan Sponsor has consented to electronic delivery of notifications from Nationwide and/or Morningstar to the electronic address provided above or the last known electronic address on record. Such notifications may include communications concerning changes to the Investment Fiduciary Services Program or other notices required under applicable laws.

## 9. MISCELLANEOUS

The Plan Sponsor authorizes Nationwide to provide Morningstar with access to Plan information that Nationwide holds, including, but not limited to, the investment options available under the Plan ("Plan Related Information"). The Plan Sponsor acknowledges that Nationwide will have no liability or responsibility for Morningstar's use or disclosure of Plan Related Information. Morningstar agrees to keep Plan Related Information confidential and to only use such information within the Program.

This agreement may not be assigned by any party without the prior written consent of the other parties. Any assignment or attempted assignment of this Agreement in violation of this section is void. This Agreement shall be binding upon and inure to the benefit of the parties' permitted successors and assigns.

Titles and paragraph headings herein are for convenient reference only and are not part of this Agreement.

Morningstar, Nationwide, and Plan Sponsor are independent contractors to one another. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between any of the parties.

No party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party.

The person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

This Agreement constitutes the complete agreement between the parties and supersedes all previous or contemporaneous agreements, proposals, understandings, and representations, written or oral, with respect to the subject matter addressed herein.

10. ACKNOWLEDGEMENTS

Plan Sponsor understands that participation in the Program does not guarantee a profit or protect against a loss and may not increase investment performance as compared to any other asset allocation or other investment strategy.

Participating in the Program does not guarantee better investment results as compared to not participating in the Program at all. The criteria used by Morningstar to create the Fund Lineup and monitor the investments are not intended to predict future performance.

Plan Sponsor represents that the person signing this Agreement is a named fiduciary of the Plan, or has been designated by a named fiduciary on behalf of the Plan in executing this Agreement. Plan Sponsor agrees to and acknowledges the Program rules described above and elects to participate in the Program.

In addition, Plan Sponsor acknowledges that it has received and read the Morningstar disclosure brochure (ADV Part 2) that describes its role as a registered investment advisor.


Agreed and Accepted by:

Plan Name:	
Plan Sponsor Representative Name:	
Plan Sponsor Representative Signature:	
Date:	
Email Address:	
Street Address:	
City, State Zip:	

Nationwide

By:

Morningstar Associates, LLC

By: 

Name: Tom Idzorek, President



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

#8d

Date: 2016-08-01

Weekly Agenda Date: 2016-08-02

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: EdGilliland/HR-RiskManagement

**WORDING FOR AGENDA ITEM:**

Approval and Authorization of Chairman to sign Letter of Engagement to allow a Forensic investigation of the Cyber Attack of July 20, 2016.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Woodbury County's Computer system was hit with a cyber attack on July 20, 2016. We have comprehensive insurance coverage in place to cover just this type of situation. The coverage provides a working partner who is a national leader in the detection of, as well as the mitigation and resolution of, any potential issues that may have occurred with the cyber attack. The Board Chair must sign the letter of engagement to begin the forensic process of determining what has happened, and if issues are identified then the group will begin resolving them.

**BACKGROUND:**

We had a cyber attack on July 20.  
We have exceptional cyber security protection with a cap of \$3,000,000 per incident that bring us working partners with recognized industry leading expertise. The service covers everything we need to do the investigation (with the help and expertise of WCICC) including help with identifying any issues and, if needed, help with any necessary resolution.  
WCICC does not have all the capabilities that this group has according to John Malloy. The Baker Hostetler group is brought to us through our insurance carrier. The carrier chose them for their forensic expertise and their extreme knowledge of the compliance issues involved with a Cyber Attack. Joshua has been informed of the situation and is aware, the engagement letter arrived after 4:30 on Thursday so it has not been a week, but Joshua has been involved.



# Morningstar Option Selection Form for Conversions

Please select one option below.

**Nationwide FreedomPro<sup>SM</sup>: Only Adding Investment Fiduciary Service. No change to Asset Management Charge or Fixed account rate guarantees.**

**Nationwide FreedomPro<sup>SM</sup> with T. Rowe Price Blue Chip Growth**

T.Rowe Price Blue Chip Growth  
 Nationwide S&P 500 Index Inst Svc  
 Dreyfus Appreciation  
 American Funds Washington Mutual R3  
 Nationwide Mid Cap Market Index A  
 Eaton Vance Atlanta Capital SMID-Cap A  
 Nationwide Small Cap Index A  
 Diamond Hill Small Cap A  
 Nationwide International Index A  
 MFS International Diversification R3  
 JPMorgan Core Bond Fund  
 JPMorgan Emerging Mkts Eq A  
 American Funds New Perspective R3  
 Invesco Global Real Estate A  
 PIMCO All Asset A  
 Pioneer Strategic Income A  
 Nationwide Inv Dest Agrsv Svc  
 Nationwide Inv Dest Mod Agrsv Svc  
 Nationwide Inv Dest Mod Svc  
 Nationwide Inv Dest Mod Cnsv Svc  
 Nationwide Inv Dest Cnsv Svc  
 Nationwide Destination 2015 Instl Svc  
 Nationwide Destination 2020 Instl Svc  
 Nationwide Destination 2025 Instl Svc  
 Nationwide Destination 2030 Instl Svc  
 Nationwide Destination 2035 Instl Svc  
 Nationwide Destination 2040 Instl Svc  
 Nationwide Destination 2045 Instl Svc  
 Nationwide Destination 2050 Instl Svc  
 Nationwide Destination 2055 Instl Svc  
 Nationwide Destination 2060 Instl Svc  
 Nationwide Retirement Income Instl Svc  
 Nationwide Fixed Account

- Asset Management Charge – No change
- Fixed Account rate guarantees – No changes to annual rate guarantee, quarterly rate guarantee or the guaranteed minimum rate

I select Nationwide FreedomPro<sup>SM</sup> with T. Rowe Price Blue Chip Growth

**Nationwide FreedomPro<sup>SM</sup> with Fidelity Contrafund**

*This investment option list is only available to plans that currently offer the Fidelity Contrafund.*

Fidelity Contrafund\*  
 Nationwide S&P 500 Index Inst Svc  
 Dreyfus Appreciation  
 American Funds Washington Mutual R3  
 Nationwide Mid Cap Market Index A  
 Eaton Vance Atlanta Capital SMID-Cap A  
 Nationwide Small Cap Index A  
 Diamond Hill Small Cap A  
 Nationwide International Index A  
 MFS International Diversification R3  
 JPMorgan Core Bond Fund  
 JPMorgan Emerging Mkts Eq A  
 American Funds New Perspective R3  
 Invesco Global Real Estate A  
 PIMCO All Asset A  
 Pioneer Strategic Income A  
 Nationwide Inv Dest Agrsv Svc  
 Nationwide Inv Dest Mod Agrsv Svc  
 Nationwide Inv Dest Mod Svc  
 Nationwide Inv Dest Mod Cnsv Svc  
 Nationwide Inv Dest Cnsv Svc  
 Nationwide Destination 2015 Instl Svc  
 Nationwide Destination 2020 Instl Svc  
 Nationwide Destination 2025 Instl Svc  
 Nationwide Destination 2030 Instl Svc  
 Nationwide Destination 2035 Instl Svc  
 Nationwide Destination 2040 Instl Svc  
 Nationwide Destination 2045 Instl Svc  
 Nationwide Destination 2050 Instl Svc  
 Nationwide Destination 2055 Instl Svc  
 Nationwide Destination 2060 Instl Svc  
 Nationwide Retirement Income Instl Svc  
 Nationwide Fixed Account

\*This fund is closed to new plans so only available if your case already includes it

- Asset Management Charge – No change
- Fixed Account rate guarantees – No changes to annual rate guarantee, quarterly rate guarantee or the guaranteed minimum rate

I select Nationwide FreedomPro<sup>SM</sup> with Fidelity Contrafund

**Nationwide FreedomPro+<sup>SM</sup>**

T.Rowe Price Blue Chip Growth  
 Nationwide S&P 500 Index Inst Svc  
 Dreyfus Appreciation  
 American Funds Washington Mutual R3  
 Nationwide Mid Cap Market Index A  
 Eaton Vance Atlanta Capital SMID-Cap A  
 Nationwide Small Cap Index A  
 Diamond Hill Small Cap A  
 Nationwide International Index A  
 MFS International Diversification R3  
 JPMorgan Core Bond Fund  
 JPMorgan Emerging Mkts Eq A  
 American Funds New Perspective R3  
 Invesco Global Real Estate A  
 PIMCO All Asset A  
 Pioneer Strategic Income A  
 Nationwide Inv Dest Agrsv Svc  
 Nationwide Inv Dest Mod Agrsv Svc  
 Nationwide Inv Dest Mod Svc  
 Nationwide Inv Dest Mod Cnsv Svc  
 Nationwide Inv Dest Cnsv Svc  
 Nationwide Destination 2015 Instl Svc  
 Nationwide Destination 2020 Instl Svc  
 Nationwide Destination 2025 Instl Svc  
 Nationwide Destination 2030 Instl Svc  
 Nationwide Destination 2035 Instl Svc  
 Nationwide Destination 2040 Instl Svc  
 Nationwide Destination 2045 Instl Svc  
 Nationwide Destination 2050 Instl Svc  
 Nationwide Destination 2055 Instl Svc  
 Nationwide Destination 2060 Instl Svc  
 Nationwide Retirement Income Instl Svc  
 Nationwide Fixed Account

- Asset Management Charge - 0\* (\*Plan must meet one of the following: 100 Eligible Employees, \$1M with another provider, and \$500k assets under management )
- Fixed Account rate guarantees - The annual rate guarantee, quarterly rate guarantee will be reduced upon conversion to the new offering. A new Fixed Contract Endorsement will be issued.

I select Nationwide FreedomPro+<sup>SM</sup>

All of my existing plan features and services will remain in place. I understand that there are additional legal documents that I will sign in order to complete the enrollment in the Investment Fiduciary Service. When Nationwide processes participant contributions, in situations where the investment direction received is unclear, or if a new allocation is made to a closed or unavailable investment option, or the total investment option allocation percentages total less than 100%, the allocation will be made to the default option, the Nationwide Inv Destination Conservative Fund.

Plan Sponsor Signature

Date

NRM-9551AO.7-1015

**FINANCIAL IMPACT:**

Potential impact is \$10,000 from the liability fund.  
Without the coverage the potential is in the six figure range. I have been told the likely cost is under \$5,000.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

Please sign the letter of engagement with the Baker Hostetler Group and allow us to complete the process to determine our exposure and to resolve any exposure that might exist.

**ACTION REQUIRED / PROPOSED MOTION:**

Execute Letter of Engagement by having the Chairman sign the Letter of Engagement.

# BakerHostetler

Baker & Hostetler LLP

45 Rockefeller Plaza  
New York, NY 10111

T 212.589.4200  
F 212.589.4201  
www.bakerlaw.com

Theodore J. Kobus III  
direct dial: 212-271-1504  
[tkobus@bakerlaw.com](mailto:tkobus@bakerlaw.com)

July 28, 2016

*Via Email:* [egilliland@woodburycountyiowa.gov](mailto:egilliland@woodburycountyiowa.gov)

Ed Gilliland  
Director of Human Resources  
Woodbury County  
620 Douglas St.  
Sioux City, IA 51101

Re: Engagement of Counsel

Dear Mr. Gilliland:

Thank you for selecting Baker & Hostetler LLP to represent Woodbury County with regards to an incident response. We look forward to serving your needs and to establishing a mutually satisfactory relationship.

The purpose of this letter is to confirm our engagement as counsel and to provide you certain information about our fees, billing and collection policies, and other terms that will govern our relationship. We believe it is helpful to explain to our clients the nature and terms of our representation at the beginning of our relationship. Accordingly, we have attached to this letter our firm's Standard Terms of Engagement.

**Scope of the Engagement.** You have asked and authorized us to assist Woodbury County with a potential data security event involving ransomware, including incident investigation, breach analysis, notification obligations, crisis management advice, risk analysis and reporting to regulators.

This confirms that our firm has not been engaged to determine whether the claims or issues are covered under any insurance policies or to otherwise represent you regarding any insurance coverage issues. It is our understanding that you, either individually or through independent counsel or through others, will independently determine whether there is any

insurance available in connection with this matter. You have not asked us to perform any other services or functions or assume any other responsibilities.

For the purpose of checking whether there exists any conflict of interest with respect to this engagement, we have searched our conflict of interest database under the following:

Woodbury County (client)

We will assume that the above listing is accurate and complete unless you otherwise advise us. We also request that you notify us promptly if any additional searches are required because of any change in your circumstances.

**Professional Services and Fees.** Our fees for legal services are based on hourly rates that are in effect during the month in which services are provided and will be determined primarily by the amount of time our attorneys, paralegals and other timekeepers spend on this engagement. Our discounted rate is \$525 per hour for this matter type.

Where appropriate, I will be assisted by other lawyers. Our discounted partner and counsel billing rate on this matter will be \$525 per hour. Our discounted billing rate for associates on this matter is \$350. It is our practice to have tasks performed by the lowest billing rate attorney qualified to perform the task. In addition to fees for our professional services, there may be charges for other costs and expenses that we incur in performing services on your behalf.

**Third Party Payor.** You have requested that we forward our billing statements to your insurance company, who is assuming payment responsibility for your legal bills over any self-insured retainer. In the event that timely payment is not received, you agree to pay our legal fees and costs directly.

**Expenses and Other Charges.** In addition to fees for our professional services, there may be charges for expenses in connection with our engagement (e.g., copying, long distance telephone, computerized legal research, faxes). Expenses incurred will be billed at our cost (which in some cases may be estimated). Further detail regarding these expenses and other charges will be furnished upon request. For large disbursements, we will forward such invoices to you for direct payment to the vendors.

**Ownership of Files and Records.** Except as to records which belong to the firm, records or files which we receive from you and documents that are produced or created in connection with your representation, shall be your property, subject to any lien granted by law, rules of professional conduct and our right to make and retain copies. Upon the closing of our files after termination of the engagement, we will return records belonging to you unless you request otherwise, or unless special circumstances require us to retain such records. If you request that we retain your files we may ask that you bear the costs of storage. We shall require from you written authorization to transfer any property belonging to you to a third party. Under our record retention policy we normally destroy files ten years after a matter is closed. It is understood and agreed that we shall have the right, at our discretion, to dispose of files which have not been returned to you at such time that we determine that such files need no longer be retained.

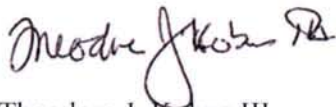
Ed Gilliland  
July 28, 2016  
Page 3

**Dispute Resolution.** New York law applies to this Engagement Letter and will govern any dispute concerning our engagement. If a dispute arises between us relating to our fees, you may have the right to arbitrate the dispute under Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you on request.

**Acceptance of Engagement.** If the terms described above and in the attached Standard Terms of Engagement are acceptable to Woodbury County, please sign the enclosed copy and return it to our office. Upon receipt of the signed copy, we will begin our work on this matter.

We look forward to working with you.

Very truly yours,



Theodore J. Kobus III

For Baker & Hostetler LLP

Attachments:  
Standard Terms of Engagement

ACCEPTED AND AGREED TO:

Woodbury County  
Ed Gilliland

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\_\_\_\_\_  
Director of Human Resources

(Title)

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(Date)

## STANDARD TERMS OF ENGAGEMENT

### **Introduction**

The purpose of this document is to explain our relationship with you, our billing practices, our obligations to you, and your obligations to us in the belief that our relationship will benefit from a mutual understanding of these matters at the beginning of our relationship. We urge you to call us anytime you have a question relating to any of these matters. We strive to have satisfied clients and your satisfaction is very important to us.

Your agreement to this engagement constitutes your acceptance of the following terms and conditions. If you find any of these terms and conditions unacceptable, please tell us now so that we can try to resolve any differences and proceed on a mutually satisfactory basis.

### **Our Relationship**

Our engagement and the legal services we will provide are limited to the matter described in the accompanying letter. Any change in our engagement or the legal services we are to provide to you must be mutually approved in writing. The services we provide are strictly legal services; we do not provide business, personal, financial, investment, accounting or other services. You will provide us with the factual information and materials we need to perform the legal services identified in the accompanying letter, and we will perform the necessary legal services and give you the necessary legal advice. You will make all business, personal, financial, investment, or accounting decisions that are required, including in the case of litigation, the decision whether or not to settle the case. You will not rely on us for business, personal, financial, investment, or accounting advice and will not expect us to investigate the character or credit of persons or entities with whom you are dealing, unless we have expressly agreed to do so in the accompanying letter.

### **Confidentiality and Other Matters**

As your attorneys, we owe you duties of confidentiality, loyalty, and competent and zealous representation. We are required to preserve your confidences and secrets. This obligation and the attorney-client communication privilege exist in order to facilitate and encourage candid communication between a client and his or her attorney. We can adequately represent you and give you sound legal advice only if you make us aware of all information and documents that might be relevant to the matter we are undertaking for you. Accordingly, we urge you to communicate with us fully and without reservation so that we can properly perform legal services for you and give you legal advice with respect to the matter on which you have engaged us.

You should understand, however, that in those matters where we are representing a corporation or other legal entity, our attorney-client relationship is with that specific corporation or legal entity and not with its individual officers, directors, executives, employees, shareholders, partners, or other persons in similar positions, or with its parent, subsidiary, or affiliated corporations or persons. In such cases, our professional duties are owed only to the corporation or legal entity that we have agreed to represent, and you will not assert a conflict of interest because we represent other persons, corporations, or entities that are adverse to any of such

related persons, corporations, or other legal entities. In some situations where there is no conflict of interest, we may represent individual officers, directors, executives, or employees, or parent, subsidiary, or affiliated corporations of a corporation or other legal entity as well as the corporation or other legal entity but such multiple representations will be clearly stated in the accompanying letter.

### **Professional Fees**

In determining the professional fee for our legal services we are generally guided primarily by the amount of time devoted to your matter and the hourly rates of the attorneys performing the services, although we offer other fee arrangements in appropriate situations. If another fee arrangement has been mutually agreed to for your work, it will be set forth in the accompanying letter.

We may also consider other factors, as appropriate, including: the novelty and difficulty of the legal issues involved; the legal skill required to do the work; the fee customarily charged by comparable law firms for similar legal services; the importance of the work to you or the amount of money involved or at risk and the results obtained; any time constraints imposed by you or the circumstances; and the nature and length of our professional relationship with you.

The hourly rate assigned to each attorney reflects his or her ability, experience, reputation, market rates in each location for his or her area of practice, the firm's costs, and other factors deemed appropriate by the firm. Our hourly rates are subject to review and adjustment from time to time, at least annually, based on the foregoing factors. Any changes in hourly rates are usually applied prospectively, although they may also be applied to time that has been recorded but not yet billed. We will provide you with notice of any changes to our rates or expense charges, either through correspondence or invoices indicating the rates then in effect. Our attorneys and other personnel will record time spent on your behalf in tenths-hour increments unless otherwise agreed between you and us.

We will seek to perform your work cost efficiently. This does not mean, however, that we will necessarily assign an attorney with the lowest hourly rate. When selecting attorneys to perform legal services required by your engagement, we generally consider the skill, ability, and experience levels required for the work, prior commitments of our attorneys, and the time demands of your matter and other matters, as well as the hourly rates of our attorneys, unless you request otherwise. Under some circumstances, attorneys with higher hourly rates may be assigned in order to provide specialized legal skills, to complete the matter more quickly, to meet time constraints imposed by you or the circumstances, to seek to perform the work at a lower overall professional fee, or because of attorney workloads.

At times we may use temporary personnel with appropriate credentials to complete certain work under our supervision. We will charge you for the time of these individuals at rates established by us based on their experience and expertise the same as we do for our direct employees.

We generally charge for travel time during normal business hours at our applicable hourly rates. Outside normal business hours we charge one-half our applicable hourly rates



unless the attorney or other person is able to work while traveling. If the attorney or other person works on your behalf while traveling, you will be charged our applicable hourly rates regardless of the time of travel. If the attorney or other person works on other clients' matters while traveling, you will not be charged for time during which the attorney or other person worked for other clients.

### **Taxes**

The fees for services do not include any excise, sales, use, value added or other taxes, tariffs or duties that may be applicable to our services. When we have the legal obligation to collect such taxes, tariffs or duties, the amount of such taxes, tariffs and duties will be included on our statements with other expenses and charges unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. Any payments by you to us will be made free and clear of, and without reduction for, any withholding taxes. Any such taxes that are otherwise imposed on payments to us will be your sole responsibility. You may be asked to provide us with official receipts issued by the appropriate taxing authority or such other evidence to establish that such taxes have been paid.

### **Expenses and Other Charges**

In addition to fees for our professional services, our statements will include out-of-pocket expenses we incur (e.g., filing fees, court reporter fees, expert witness fees, overnight courier fees, travel, and postage) and internal charges we make for other services we provide (e.g., copying, computerized legal research, long distance telephone, and faxes) in connection with performing legal services on your behalf. Out-of-pocket expenses incurred will be billed at our cost, which in some cases may be estimated. Internal charges (which may exceed direct costs and allocated overhead expense) will be billed at amounts that reflect the value of the service or industry practice. Further detail regarding any expenses or other charges will be furnished upon request. We may request an advance expense deposit from you in matters where we expect that we will be required to incur substantial out-of-pocket costs on your behalf.

**Travel Expenses.** For automobile travel, we customarily reimburse our attorneys and other personnel and charge you the Internal Revenue Service approved mileage rate, plus parking and tolls outside the cities in which our offices are located.

Actual cost is always charged for airfare, auto rental, cab fare, meals, and lodging. Our attorneys and other personnel are required to travel coach class, lowest logical airfare, unless you request or approve other arrangements in advance, the air travel time exceeds four hours, or circumstances warrant otherwise. In the latter two cases, travel will be by business class if available or first class if it is not.

**Delivery and Communications Expenses.** Postage on mail in excess of two ounces per item is billed at cost.

Air express, outside local messenger services and courier services are billed at cost. Use of our own messengers for local deliveries is charged at rates generally competitive with local messenger services.

Long-distance telephone calls are charged at costs estimated using rate tables provided by our primary vendors. Local mobile phone calls to or from clients are billed at cost, exclusive of phone rental and lease costs, which are absorbed by the caller.

**Computerized Research and Database Charges.** We utilize Lexis-Nexis and Westlaw to provide primary automated research services that assist in reducing your professional fees. In addition, we have access to other internal and external databases, which help to save money and assist in improving the quality of legal research. Our charges for use of these automated research tools are at vendor invoice, which is net of all discounts provided by the vendors.

**Photocopying and Fax Charges.** Copying is charged at \$.10 per page for black & white and \$.50 for color. Outgoing faxes are charged at \$1.00 per page within the United States and \$2.50 per page internationally. There is no charge for incoming faxes or for long distance phone charges associated with fax transmission.

### **Invoices and Payments**

Unless otherwise mutually agreed, we generally render monthly invoices for legal services, expenses and other charges. Our invoices are due and payable upon receipt. Payment is considered overdue if not received within 30 days from the invoice date. If our invoices are not timely paid, we may withdraw from your representation and terminate our services. We may also assess an interest charge on any overdue invoices, whether or not we terminate services. Payments made on overdue invoices are applied first to the oldest outstanding invoice.

If you have any question about any invoice or any fee, expense, or other charge, we urge you to discuss it with us. We want you to be satisfied with the quality of our services and the reasonableness of our fees.

### **Termination**

Unless we have mutually agreed to continue our attorney-client relationship with respect to other matters, our attorney-client relationship with you will end upon the completion of services for the matter to which the accompanying letter applies or upon the earlier termination of our engagement by you or by us. In this regard, you have the right to terminate our attorney-client relationship at any time you wish with or without cause. An early termination of our relationship without cause will not, and an early termination of our relationship with cause may not, relieve you of your obligation to pay our reasonable fees, expenses, and other charges incurred before the termination. We also have the right, and sometimes the obligation, to terminate the engagement subject to the ethical standards in the Rules of Professional Conduct. We also reserve the right to suspend or terminate our representation, subject to such ethical standards, if you breach your obligations with respect to the engagement or do not pay the firm's invoices as specified.

### **Ownership of Files and Records**

Except as to records which belong to the firm, records or files which we receive from you and documents that are produced or created in connection with your representation, shall be your property, subject to any lien granted by law, rules of professional conduct and our right to make

and retain copies. Upon the closing of our files after termination of the engagement, we will return records belonging to you unless you request otherwise, or unless special circumstances require us to retain such records. If you request that we retain your files we may ask that you bear the costs of storage. We shall require from you written authorization to transfer any property belonging to you to a third party. Under our record retention policy we normally destroy files ten years after a matter is closed. It is understood and agreed that we shall have the right, at our discretion, to dispose of files which have not been returned to you at such time that we determine that such files need no longer be retained.



**Woodbury County Commission of Veteran Affairs**  
 1211 Triview Avenue  
 Sioux City, Iowa 51103  
 Phone: 712-279-6605 or 6606  
 Fax: 712-224-4093



<b>Leon Koster</b> Chairman	<b>Vicki DeWitt</b> Secretary	<b>William Burkhart</b> Member	<b>Katherine Moreno</b> Member	<b>Lincoln Ryan</b> Member
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Woodbury County Board of Supervisors  
 620 Douglas Street  
 Sioux City, IA 51103

Board Members,

Please accept the following recommendation for appointment to the Woodbury County Commission of Veteran Affairs:

We recommend John Mansfield, a retired Colonel of the Army Reserves and Vietnam Veteran (featured in 50 years, 50 Veterans, Sioux City Journal). Mr. Mansfield wrote a book about his in-country service, "Twenty Days in May, Vietnam 1968". He is familiar with our office and is a volunteer driver of our DAV van, among his many volunteer commitments. In addition to his military career, John worked for the IRS for over 40 years. He has had an extremely interesting life with a vast variety of experiences. John is ready and willing to represent our office and to guide our staff in their mission to serve the Veterans of Woodbury County. We believe Mr. Mansfield would be an excellent addition to our Commission. Please appoint John Mansfield.

<b>Leon Koster</b> Chairman	<b>Vicki DeWitt</b> Secretary	<b>Katherine Moreno</b> Member	<b>Lincoln Ryan</b> Member	<b>William Burkhart</b> Member (outgoing)
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WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

#10

Date: 07-26-16 Weekly Agenda Date: 08-02-16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Glenn Sedivy, Communications Director

**WORDING FOR AGENDA ITEM:**

Resolution Authorizing Tower Site Lease Agreement between Woodbury County, Iowa and King Street Wireless, LP, at 2267 O'Brien Avenue, Anthon, Iowa.

**ACTION REQUIRED:**

- Approve Ordinance       Approve Resolution       Approve Motion   
Give Direction       Other: Informational       Attachments

**EXECUTIVE SUMMARY:**

Starcomm Tower Lease between Woodbury County and King Street Wireless LP

**BACKGROUND:**

Approved to move forward by Starcomm Executive Board, reviewed and approved by Assistant County Attorney Joshua Widman

**FINANCIAL IMPACT:**

\$400.00 per month revenue to offset Starcomm Operating Budget

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes       No

**RECOMMENDATION:**

The Starcomm Executive Board makes recommendation to approve tower lease with King Street Wireless, L.P. in the amount of \$400.00 per month for Tower lease at 2267 O'Brien Avenue, Anthon, Iowa, property owner Woodbury County a Starcomm Public Safety Tower.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve Resolution Authorizing Tower Site Lease Agreement between Woodbury County, Iowa and King Street Wireless, LP, at 2267 O'Brien Avenue, Anthon, Iowa. (Lease Agreement Attached)

**THIS LEASE IS THE PROPERTY OF:**

Woodbury County, Iowa  
620 Douglas Street, Suite 104  
Sioux City, Iowa 51101

C/O Starcomm Public Safety Board  
P.O. Box 447, Sioux City, Iowa 51102  
ATTN: Glenn Sedivy  
Phone: (712) 279-6959  
Fax: (712) 279-6157

And

King Street Wireless, LP  
526 King Street, Suite 209  
Alexandria, VA 22314  
Phone: 703-518-9902  
Fax: 703-518-8993

**SITE LEASE AGREEMENT**

THIS SITE LEASE AGREEMENT (hereinafter called "Lease"), is made and entered into as of this 1st day of August, 2016, by and between Woodbury County, Iowa, whose address is 620 Douglas Street, Suite 104, Sioux City, Iowa 51101 under the direction of the Starcomm Public Safety Board, whose address is P.O. Box 447, Sioux city, Iowa 51102, hereinafter called "Lessors", and King Street Wireless, LP, having an address at 526 King Street, Suite 209. Alexandria, VA 22314 called "Lessee".

In consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Leased Premises. Lessors hereby Lease to the Lessee, for the period, at the rental, and upon the terms and conditions hereinafter set forth, the following Leased "Premises" located:

Site Address: 2267 O BRIEN AVE, ANTHON, IA 51004

**Latitude:** 42-22-30N

**Longitude:** 095-48-24W

a. Space on the Woodbury County tower for antenna as shown in Exhibit A.

2. Access. Lessors also grant to Lessee, access to the spaces described in paragraph one (1) above, seven days a week, 24 hours a day, throughout the term of this Lease, provided that, prior to Lessee or Lessee's contractors climbing the tower for antenna access, Lessee will give Lessors no less than 12 hours' prior notice. To allow this access to climb the tower or Fenced Compound, Lessors will give Lessee a key to the lock on the Compound. Each time the Lessee's employee(s) access the location all the Lessee's employees will notify the Facility Manager, in writing, in person or if necessary over the phone by calling (712) 279-6960. These employees will be subject to criminal background checks. Security access to the sites compound will be provided by the Starcomm Director or Facility Manager. Each employee of Lessee who climbs the tower will have in their possession a card showing that they have completed the

Qualified Climber/Rescue course offered through Comtrain or similar program approved by Lessors. Each employee of Lessee will follow all OSHA regulations while climbing any portion of the tower including wearing all required safety harnesses and will use the safety climbing cable while on the tower. There will never be fewer than 2 certified climbers on the site during any type of climbing on the tower. Lessee shall further abide by the terms set forth in Exhibit C.

**3. Term.** The initial term (Initial Term) of this Lease shall begin on August 1, 2016 (Commencement Date) and shall run continuously until one (1) year after the Commencement Date. Tenant shall have the right to extend the term of this Lease for four (4) consecutive terms of one (1) year each (each a Renewal Term). This Lease shall automatically renew for each successive Renewal term unless Tenant notifies Land lord of Tenant's intention not to renew at least thirty (30) days prior to the expiration of the Initial term or Renewal term, as applicable. Each Renewal term shall be on the same terms and conditions as set forth herein except that the rent shall be adjusted as described in paragraph 4.

**4. Rent.** During the Term of this Lease, Tenant shall pay Landlord rent in the amount of four hundred Dollars (\$400.00) each month in advance, on or before the 5th day of each calendar month. If this Lease commences on a date other than the 1st day of a month, rent shall be prorated as of and paid on, the Commencement Date. If Tenant exercises its options to extend this Lease, the rent shall be increased at the beginning of each Renewal Term in the amount of 3%. If this Lease is terminated at any time other than the last day of a month, rent shall be prorated as of the date of termination. In the event of termination for any reason other than nonpayment of rent, all prepaid rent shall be refunded to Tenant.

**5. Termination.**

a. Both Lessors and Lessee shall have the right to terminate this Lease for cause, in the event the other party defaults on any material provision of this Lease, and in the event that such default is not cured within thirty (30) days after written notice thereof is provided to the other party. Said curative period shall be extended another thirty (30) days provided defaulting party has shown a good faith effort to cure default.

b. The parties agree that in the event that federal or state law requires the installation of backup power sources or supplies that the terms of this Lease will require an amendment to be negotiated between the parties. No additional equipment shall be placed upon the Premises by Lessees without the written consent of Lessors including mandated equipment, and should the parties fail to reach agreement regarding the installation of any additional equipment including federally or state mandated back up power sources or supplies and fuel for those sources or supplies that this agreement shall terminate ninety (90) days from the date the impasse is reached.

c. This Lease may be terminated without further liability as set forth below:

1) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within ninety (90) days of receipt of written notice of default except that the grace period for any monetary default is thirty (30) days from receipt of written notice and the grace period for lapse in insurance coverage is ten (10) days from the receipt of written notice; or

2) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee's facilities; or

3) by Lessee if Lessee is unable to occupy and utilize the tower site due to an action of the FCC, including without limitation, a take-back of channels, a change in frequencies, or a change in licensed coverage area; this will require ninety (90) days of the effective termination date by the FCC; or

4) by Lessee if Lessee determines that the tower site is not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or

5) by Lessors if the Lessors determine the tower site is no longer suitable to be used by Lessors for their operation and the Lessors choose to remove the building; or

6) by Lessors after the expiration of the initial term of this Lease upon providing Lessee with written notice. Such notice, if given by Lessors, must be given not less than three hundred sixty-five (365) days prior to the date therein specified (this time is given for Lessee to find a new site, get zoning approval, construct a new site and move Lessee's shelter and antennas).

d. In the event of termination or expiration of this Lease, Lessee shall have a reasonable period of time (not exceeding ninety (90) days from the actual termination date) to remove all antennas, shelter, equipment, and other operating materials from the Premises, however all improvements to the tower and/or ancillary structures shall be left in place and in good repair by the Lessee. Upon expiration of this Lease, Lessee shall restore the Premises to reasonably good condition and repair, subject to ordinary wear and tear on the Premises, which is specifically excepted. Failure of Lessee to remove its equipment at the expiration or termination of this Lease will result in Lessors removing the equipment and payment of all charges occasioned by such removal will be the responsibility of the Lessee.

8. Use and Non-Interference of Premises. . The Premises shall be used by Lessee only for the installation, operation, and maintenance of a communications system, limited to radio, paging and other narrow band and broad band radio wave transmission and reception and related purposes. Lessee shall not do or permit any activities upon the Premises, which would cause interference to Landlord or with Landlord's principle use of the Premises. In addition, Lessor and Lessee shall not do or permit any activities upon the Premises, which would cause or permit physical, electronic, or other interference with the radio transmission facilities, equipment, or signal of the other party to this Lease. The Lessee will only install its equipment inside the North Room of the communications tower house. This is not an exclusive lease of the premises. Landlord (Lessors) retains the right to lease additional space to other Tenants (Lessees) provided that the additional Tenants (Lessees) do not utilize equipment that would interfere with the transmission signals of the Tenant (Lessee). Additionally, Land lord will continue to use the premises for their own business or Public Safety purposes.

#### 9. Insurance and Indemnification.

At all times during the term of this Lease, Lessee shall at its expense carry and maintain for the mutual benefit of the Lessors:

a. General public liability insurance against the claims for personal injury, death or property damage occurring in or about the Leased Premises or resulting from the installation, operation or maintenance of the Lessee's business on the Leased Premises, such insurance to be in the amount of at least \$1,000,000.00 for all personal injuries and deaths resulting from any one accident, \$1,000,000.00 for property damage in any one accident, and a minimum aggregate coverage in the amount of \$3,000,000.00 with Lessors named as additional insured's. Damages incurred by Lessee shall be limited to the insurance proceeds and/or third party recovery. Lessors shall not be liable for any damages, costs or fees incurred by the Lessee.



b. A Standard Workmen's Compensation and Employer's Liability Insurance Policy in the amount equal to the limit of liability and in a form prescribed by the laws of the state in which the Leased Premises is located.

c. Any contract workers contracted by Lessee shall also carry insurance as set forth in a and b above.

d. Lessors shall not be held liable for any injury or damage to any third party or parties caused in any manner by this Lease or the Lessors use of the Premises.

10. Damage or Destruction. If the Premises are damaged, destroyed by fire, winds, flood or other natural or manmade cause, Lessors shall have the option to repair or replace the Premises at their sole expense, or to terminate this Lease effective on the date of such damage or destruction. In the event Lessors elect to terminate this Lease, Lessee shall have no further obligations hereunder. Lessors shall have up to sixty (60) days to decide on whether to repair or replace the Premises. Failure by Lessors to notify Lessee within sixty (60) days of Lessors' decision to repair or replace the Premises shall be deemed an election by Lessors to terminate this Lease. If Lessors elect to repair or replace the Premises, Lessee shall have the option of either abating the rent due until such repair or replacement is completed and the Premises are restored to a condition that the Lessee can resume full operations at the Premises; or until Lessee begins operating a mobile telecommunication base station on the Premises. The option to operate a mobile telecommunications base station on the Premises is subject to the Lessee obtaining written consent of the Lessors and to Lessee obtaining all required State and local permits.

11. Taxes. Lessors shall pay and be responsible for all taxes on the Premises, and Lessee shall pay and be responsible for all taxes due on Lessee's equipment and fixtures installed on the Premises.

12. Notices. Any notices required or permitted to be given hereunder shall be given in writing, and shall be deemed to have been given only upon receipt after mailing by certified or registered first class mail, postage prepaid, return receipt requested, and addressed to the parties as follows:

Lessors: Woodbury County, Iowa  
Board of Supervisors  
620 Douglas Street, Suite 104  
Sioux City, Iowa 51101  
Phone: 712-279-6525

Starcomm Public Safety Board  
P.O. Box 447  
Sioux City, Iowa 51102  
ATTN: Glenn Sedivy  
Phone: (712) 279-6959  
Fax: (712) 279-6157

Lessee: King Street Wireless, LP  
526 King Street, Suite 209  
Alexandria, VA 22314  
Phone: 703-518-9902  
Fax: 703-518-8993  
Thomas Gutierrez Esq.  
8300 Greensboro Drive, Suite 1200  
McLean, VA 22102  
Fax: 703-584-8696

**13. Hazardous Materials.** At no time during the term hereof shall the Lessee store, place, leave or deposit at the Tower or the Premises any substance or material which, if knowingly to be present on or at such property, would require cleanup, removal or some other remedial action under any federal, state or local law, including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants, processed waste water, solid wastes, or otherwise relating to environmental hazardous substances, including but not limited to the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, and all acts amendatory thereto, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulation of any State Department of Natural Resources or State Environmental Protection Agency now or at any time hereinafter in effect. The Lessee agrees to and does hereby indemnify and save the Lessors and owners harmless from any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses relating in any way to Lessee's violation of this Section, and this indemnification obligation shall survive the expiration or termination of this Lease. Lessors acknowledge and agree that Lessee shall have no liability or responsibility whatsoever for any environmental violations or issues, at the tower or premises, existing prior to the date of Lessee's occupancy or otherwise not caused by Lessee.

**14. Miscellaneous Provisions.**

- a. Lessors warrant that Lessors are the owners of the tower and owners and/or lessees of the tower site property and that Lessors have full right, power, and authority to execute this agreement and if necessary have obtained all necessary consents to sublease the Premises. Lessors covenant that Lessee, in paying Rent and performing the covenants by Lessee herein made, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises.
- b. Lessee shall obtain all necessary governmental and regulatory approvals required for Lessee's occupation and use of the Premises, including but not limited to zoning changes, and shall be responsible for the cost of obtaining such approvals. Lessors shall cooperate with Lessee in obtaining such approvals.
- c. The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.
- d. This Lease and the attached exhibits contain the entire agreement of the parties with respect to any matter mentioned herein and supersede any prior oral or written agreements.
- e. This Lease may be amended in writing only, signed by the parties in interest at the time of such amendment.
- f. This Lease shall be assignable intra-company by the Lessee, without the necessity of obtaining the Lessors' consent, to an affiliate, subsidiary or any related company that acquires at least 51% of the Lessee's assets through a merger. All third party assignments will require the Lessor's consent. Lessee shall notify Lessors in writing of the name and address of any assignee. This Lease may be assigned by Lessors without the consent of Lessee provided that the assignee shall occupy and use the Premises subject to this Lease.
- g. No waiver by either party of any provision herein shall be deemed a waiver of any other provision or of any prior or subsequent breach of any provision herein.

h. If any term or provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease and the remaining provisions shall be enforceable in accordance with their terms.

i. This agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

j. If Lessee does not promptly vacate the Premises upon valid termination of this Lease, such holding over shall be treated as creating a month to month tenancy. This holdover will not be approved for more than ninety (90) days. Rent during the holdover will be 150% of the current rent. Further, if Lessee does not vacate the Premises as required, Lessee's equipment shall be removed by Lessors at Lessee's expense. Any bill for removal of Lessee's equipment by Lessors shall be paid in full within thirty (30) days of mailing.

k. Lessee may make reasonable alterations with prior approval from Lessors, additions or improvements to the Premises necessary for its antennas, communication shelter, power cables and telephone cables, so long as the structural integrity of the Premises is not affected. Lessee will bear the total cost of such alterations, additions or improvements, including regular maintenance, and the cost of removal and returning the Premises to the condition it was at the time of entering into the Lease (subject to the terms of paragraph 5(d) of this Lease).

l. Lessee shall be solely responsible for site maintenance, and shall arrange for all maintenance under separate contract for all such maintenance services. Lessee shall not expect or ask Lessors to do any special site maintenance for Lessee's antennas or shelter, unless Lessee enters into a separate maintenance contract with Lessors, which contract will be separate from the terms of this Lease (i.e.: in the event that some minor snow plowing is requested for Lessee's access to their shelter, Lessee will separately contract for that service under a separate document).

m. Lessee will bear any and all costs associated with temporary relocation of Lessee's equipment, if required, during repairs or painting of Lessors' building. Lessors will give Lessee at least thirty (30) days advance notice of scheduled repairs or painting of Lessors' building or tower which may affect Lessee's operation, so that Lessee can pre-plan for providing high-quality communications to Lessee's customers during any temporary relocation required by Lessors' repair or painting activities. Lessors are not required to provide notice of routine repairs, such as replacement of tower lights, which do not affect Lessee's operation. Lessors will provide Lessee notice of emergency repairs with at least twelve (12) hours prior notice unless it is impossible or impractical to do so and then the Lessee shall be provided with as much prior notice as possible under the emergency circumstances.

n. Lessee shall indemnify and hold Lessors harmless against all expenses, liabilities and claims of every kind, including reasonable attorney fees, made necessary by or on behalf of any person or entity arising out of:

- 1) A failure by Lessee to perform any of the terms and conditions of this Lease,
- 2) Any injury or damage happening on or about the Leased Premises which is caused in whole or in part by Lessee's use of the Premises, any act or omission of Lessee or anyone for whose acts Lessee may be liable,
- 3) Any injury or damage to any employee, agent, or customer of Lessee or Lessors on or about the Leased Premises, caused by Lessee, its agents or contractors.
- 4) Failure of Lessee to comply with any applicable laws or governmental authority; or

5) Any action brought by a third party for damages due to an action or inaction of Lessee

IN WITNESS WHEREOF, the parties have executed this Lease agreement as of the day and year first written above.

LESSORS:

Woodbury County, Iowa

By : \_\_\_\_\_  
Title: Jeremy Taylor, Board Chairman  
Woodbury County Board Supervisors

Attest: \_\_\_\_\_  
Patrick Gill, County Auditor

STATE OF \_\_\_\_\_ )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016,  
By \_\_\_\_\_, the \_\_\_\_\_ of  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

LESSEE:  
King Street Wireless, LP

By (Printed Name): \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016,  
By \_\_\_\_\_, the \_\_\_\_\_ of  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Exhibit A**

*Description of Property*

**Site Name:**

**Street Address:** 2267 O BRIEN AVE

**City:** ANTHON

**County:** WOODBURY

**State:** IOWA

**Coordinates:** Lat: 42.3750 Long: -95.8067                      **ASR#**

**Equipment (TOWER):**

*One (1) Tower Mounted RF UNIT: 12.5X15. 7X2.6 with Tower Bracket*

*One (1) Antenna: Approximately 121" by 2.25" in diameter*

**OPERATING FREQUENCY:** 700 MHz

**COAX:** *Category (5) outdoor cable*

**TOWER LOCATION:**

*180 feet Mounting Height*

**SHELTER SPACE:**

*Interior: One (1) 2' X2'X2' Rack Location.*

**POWER:**

*TO BE PROVIDED BY LANDLORD*

**TELCO EQUIPMENT:** In the event there is no availability of high speed data service acceptable to Tenant, Tenant shall have the option, at its cost, to install Hughes Net or similar equipment on the Premises as a part of Tenants' equipment.

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ**

# 11

Date: 7/27/2016 Weekly Agenda Date: 8/3/2016

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Gary Brown, Director of Emergency Services

**WORDING FOR AGENDA ITEM:**

2016 Missouri River Historical Development Special Grant (MRHD)  
A. Approval to Apply for and administer the 2016 MRHD Special Grant on behalf of the Woodbury County EMS Association

**ACTION REQUIRED:**

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Give Direction
- Other: Informational
- Attachments

**EXECUTIVE SUMMARY:**

The purpose of this project is to apply for and secure \$183K of funding to purchase 14 Lucas Chest Compression Systems, ESO Solutions Software and 16 HP tablets for Woodbury Co EMS Squads.

**BACKGROUND:**

The Woodbury County EMS Association recommends this project. The first portion is to place the newest EMS cardiac care equipment, the Lucas Device, in the hands of the EMS Responders and decrease the amount of deaths from cardiac arrest incidents; The second portion is to provide software/tablets to the rural EMS squads who need to comply with IDPH regulations by 12/31/2016.

**FINANCIAL IMPACT:**

The cost of this project is \$183,000.00. There would be no negative financial impacts to Woodbury County Board of Supervisors other than the administration of the grant.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

The Recommendation would be the Woodbury County Board of Supervisors make the motion to approve the application and administration of the 2016 Missouri River Historical Development Grant on behalf of the Woodbury County EMS Association for the amount of \$183,000.00 to purchase 14 Lucas 2.2 Chest Compression Systems, ESO Software and 16 Hewlett-Packard tablets.

**ACTION REQUIRED / PROPOSED MOTION:**

Woodbury County Board of Supervisors make the motion to approve the application and administration of the 2016 Missouri River Historical Development Grant on behalf of the Woodbury County EMS Association for the amount of \$183,000.00 to purchase 14 Lucas 2.2 Chest Compression Systems, ESO Software and 16 Hewlett-Packard tablets.



# WOODBURY COUNTY

## EMERGENCY SERVICES



121 Deer Run Trail/Climbing Hill, IA 51015/712-876-22126-2212

### MEMO

**Date:** July 27, 2016

**To:** Woodbury County Board of Supervisors

**From:** Woodbury County Emergency Services  
Woodbury County Emergency Services Association

**Subject:** 2016 Missouri River Historical Development Special Grant (MRHD Grant)

Woodbury County Emergency Services with the Woodbury County EMS Association is requesting the Woodbury County Board of Supervisor's approval to apply for and administer the 2016 Missouri River Historical Development Special Grant.

The Association is looking to secure \$183,000.00 of funding to purchase fourteen Lucas 2.2 Device Systems, ESO Software and sixteen Hewlett-Packard tablets.

The estimated purchase prices for the individual items are:

14-Lucas 2.2 Devices is \$160,972.84

ESO Software is \$11,990.00

16-Hewlett-Packard Tablets \$9,562.72

The grant awards will be announced on October 13<sup>th</sup>, 2016 at the Lewis and Clark Interpretive Center at 2pm.

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Woodbury County Board of Supervisors  
Chairman

---

Date

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REG**

#12

Date: 7/28/2016 Weekly Agenda Date: 8/2/2016

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Mark J. Nahra, Woodbury County Engineer

**WORDING FOR AGENDA ITEM:**

Consider award of bid for Project L-B(L212)--73-97

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The county received bids for bridge replacement project L-B(212)--73-97 on July 26, 2016. The bids have been reviewed by the county engineer and an award recommendation is being made.

**BACKGROUND:**

The board received two bids to replace an aging and load restricted short span bridge on Story Avenue SW of Cushing. The bridge will be replaced with a cast in place reinforced concrete box culvert.

**FINANCIAL IMPACT:**

The project is funded with local county secondary road funds.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

Recommend that the board award the contract to the low bidder, Dixon Construction Company.

**ACTION REQUIRED / PROPOSED MOTION:**

Move that the board of supervisors awards the contract for project L-B(L212)--73-97 to Dixon Construction for \$238,096.50.

*Approved by Board of Supervisors April 5, 2016.*



PROJECT NO. L-B(L212)-73-97  
 LETTING: TUESDAY, July 26, 2016  
 BRIDGE REPLACEMENT WITH RCB  
 ON SECTION LINE 21/22 T88N, R42W

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

		Engineer's Estimate		Dixon Construction Co. 409 Driftwood Street Correctionville, IA 51016		Graves Construction Co. 1810 340th Street Box 1417 Spencer, IA 51301					
				BID BOND		BID BOND					
ITEM NO.	ITEM	QUANTITIES	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1	Clearing and Grubbing	0.38 Acre	\$ 12,000.00	\$ 4,560.00	\$ 13,000.00	\$ 4,940.00	\$ 13,140.00	\$ 4,993.20			
2	Special Backfill	160 Ton	\$ 35.00	\$ 5,600.00	\$ 52.00	\$ 8,320.00	\$ 50.00	\$ 8,000.00			
3	Excavation Class 10 Rdwy and Borrow	814 CY	\$ 10.00	\$ 8,140.00	\$ 12.00	\$ 9,768.00	\$ 12.48	\$ 10,158.72			
4	Excavation Class 10 Channel	439 CY	\$ 8.00	\$ 3,512.00	\$ 5.00	\$ 2,195.00	\$ 6.24	\$ 2,739.36			
5	Excavation Class 13 Channel	16 CY	\$ 150.00	\$ 2,400.00	\$ 100.00	\$ 1,600.00	\$ 85.00	\$ 1,360.00			
6	Modified Subbase	45 CY	\$ 40.00	\$ 1,800.00	\$ 63.00	\$ 2,835.00	\$ 65.52	\$ 2,948.40			
7	Removal of Existing Bridge	1 LS	\$ 26,000.00	\$ 26,000.00	\$ 15,000.00	\$ 15,000.00	\$ 32,000.00	\$ 32,000.00			
8	Excavation Class 20	1543 CY	\$ 20.00	\$ 30,860.00	\$ 12.00	\$ 18,516.00	\$ 20.00	\$ 30,860.00			
9	Structural Concrete (RCB Culvert)	205.07 CY	\$ 380.00	\$ 77,926.60	\$ 350.00	\$ 71,774.50	\$ 385.00	\$ 78,951.95			
10	Reinforcing Steel	40150 LB	\$ 1.10	\$ 44,165.00	\$ 1.00	\$ 40,150.00	\$ 0.95	\$ 38,142.50			
11	Culvert, 24 in. CMP	34 LF	\$ 50.00	\$ 1,700.00	\$ 52.00	\$ 1,768.00	\$ 54.08	\$ 1,838.72			
12	Temporary Stream Diversion	1 Each	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00			
13	Revetment Class E	328 Ton	\$ 50.00	\$ 16,400.00	\$ 43.00	\$ 14,104.00	\$ 45.00	\$ 14,760.00			
14	Safety Closure	2 Each	\$ 500.00	\$ 1,000.00	\$ 75.00	\$ 150.00	\$ 150.00	\$ 300.00			
15	Removal and Reinstall Fence Barbed	112 LF	\$ 12.00	\$ 1,344.00	\$ 20.00	\$ 2,240.00	\$ 20.00	\$ 2,240.00			
16	Traffic Control	1 LS	\$ 3,000.00	\$ 3,000.00	\$ 5,200.00	\$ 5,200.00	\$ 4,000.00	\$ 4,000.00			
17	Mobilization	1 LS	\$ 35,000.00	\$ 35,000.00	\$ 25,000.00	\$ 25,000.00	\$ 43,000.00	\$ 43,000.00			
18	30" on 24" Tee Section CMP Riveted	1 Each	\$ 800.00	\$ 800.00	\$ 3,400.00	\$ 3,400.00	\$ 3,393.38	\$ 3,393.38			
19	Granular Surfacing	82 Ton	\$ 25.00	\$ 2,050.00	\$ 43.00	\$ 3,526.00	\$ 29.12	\$ 2,387.84			
20	Mulching	0.29 Acre	\$ 5,000.00	\$ 1,450.00	\$ 3,000.00	\$ 870.00	\$ 3,000.00	\$ 870.00			
21	Seeding and Fertilizing (Rural)	0.29 Acre	\$ 5,000.00	\$ 1,450.00	\$ 8,000.00	\$ 1,740.00	\$ 6,000.00	\$ 1,740.00			
<b>TOTAL</b>				<b>\$ 279,157.60</b>		<b>\$ 238,096.50</b>		<b>\$ 296,684.07</b>			

SUMMARY OF BIDS	
1) Dixon Construction	\$ 238,096.50
2) Graves Construction	\$ 296,684.07
Engineer Estimate	\$ 279,157.60

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REC**

# 139

Date: 7/20/2016

Weekly Agenda Date: 7/26/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: K. Schmitz / Supervisor Taylor

**WORDING FOR AGENDA ITEM:**

Approve Law Enforcement Center Expansion up to \$1.199 Million

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The Law Enforcement Expansion Committee has through the course of several months' study looked at every way in order to responsibly and efficiently expand the Law Enforcement Center from the presupposition that there is simply a better way to do business than keeping the dilapidated Prairie Hills open or conversely build a new \$20 million jail subject to an understandably unpopular voter referendum. In order to demonstrate the work that supervisors, law enforcement officials, building services, and outside organizations have done, I created a compendium of over 50 pages of material that has been the product of careful deliberation, hard conversation, creative alternative, and the best architectural and design minds.

**BACKGROUND:**

The June 22, 2016 schematic rendition shows that this is something that Woodbury County should proceed with in that the capacity of the jail will grow from 234 to 258. CBM is also excited about the utilization of the building into the kitchen and doing so in the Law Enforcement Center through a contract extension. Finally, the movement of the Clerk of Courts will have been fortuitous and this can be examined to help move the Sheriff's Office there which frees up space on the 2nd floor rather. While the original alternative was a 3rd floor recreation area, the Board of Supervisors on May 17 allowed CMBA whom they had hired to re-examine this issue.

The latest plan is the product of careful deliberation from within the Sheriff's Office and it increases jail space in order to help increase capacity and meet some necessary needs such as Attorney-Client visitation rooms. Co-located office space will also allow for supervisory help to be there for lieutenants and sergeants, better classification as some of this will be cell-block construction, etc.

We understand that there are currently concerns with staffing levels for the jail. However, there are several items that I think are important in this discussion. In one sense, the original goal of this endeavor was not to solve all such concerns but could help alleviate this long-range. In a simple overview, if the staff that were relocated from the Work Release, Weekenders, and other Alternative Programs were able to be located to the Law Enforcement Center and the original "J Block" was able to move down, the problem would be helped with 3,566 square feet of space.

The LEC Expansion Committee had each entity represented--Board of Supervisors (M. Monson/J. Taylor), Sheriff's Office, and Building Services wholeheartedly recommend this approach. I believe it a fair characterization to say that the Taxpayers Research Council believes that the closure of a wasteful Prairie Hills and the reinvestment of space into the LEC is a good investment if the longer and better-term solutions of programs such as Weekenders, Work Release, 24/7, the Mental Health Advocate, and critical conversations about who is placed in our jail alleviate the source of the problem. In an overcapacity jail, this not only in my estimation alleviates some of the burden but more importantly, does allow for at least two of these programs to function as we engage in a responsible "all of the above" approach. With a big picture "aerial overview," closing PH and taking the \$1.2 million, buying precious space without building a new jail, and allowing for space for such programs is a huge win for taxpayers.

**FINANCIAL IMPACT:**

In 10 years' time, Woodbury County will have an efficient, all-under-one-roof Law Enforcement Center with food service, alternative programs, and additional beds which can serve for time to come and will have been nearly exact the amount of money that would have otherwise been spent at Prairie Hills--a building which in 2026 will have more issues to deal with and be underutilized as it is today.

Current Estimate of Probable Cost: \$1,100,038 including comprehensive listing of all items. This includes contingency and other dollars.

Leasing of Personal Property at \$26,000 for 10 years from General Basic: this would not be borrowed for.

The total LEC Expansion Cost would be \$1.3 million and yet, Prairie Hills (with CIP projects) will cost \$1.3 million over 10 years' time.

Additional up to \$0.06 per meal cost of amortized kitchen equipment at a cost of up to \$125,000 paid for over 10 years' time.

Regarding staffing, see the attached statement.

(Background Information Continued....)

- Current Schematic Design Dated June 22, 2016 (for security reasons delivered in person to BOS)
- Estimate of Probable Construction Costs
- LEC Renovations from Budget Analyst with Ahlers Law Firm
- Staffing Response
- Previous Materials from Prior LEC / BOS Meetings

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

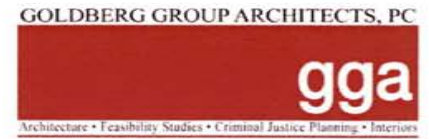
Approve the motion to expend up to \$1.199 million in order to expand the Law Enforcement Center.

**ACTION REQUIRED / PROPOSED MOTION:**

Approve the motion to expend up to \$1.199 million in order to expand the Law Enforcement Center.



**CANNON MOSS BRYGGER ARCHITECTS**  
 302 JONES STREET, SUITE 200  
 SIOUX CITY, IA 51101



## Estimate of Probable Construction Costs

Project: Woodbury County LEC  
 Location: Sioux City, IA  
 Building Size (SF) 3,566  
 Site Factor: 1.000  
 Last Modified 7/19/2016

Description	CM/GC Budget	GGA Target Budget	Subtotal	Notes	
Division 01 General Requirements	\$0.00	\$0.00	\$25.00	\$89,150	
Division 02 Existing Conditions	\$0.00	\$0.00	\$8.00	\$28,528 Existing Building Demo	
Division 03 Concrete	\$0.00	\$0.00	\$0.00	\$0	
Division 04 Masonry	\$0.00	\$0.00	\$30.00	\$106,980	
Division 05 Metals	\$0.00	\$0.00	\$21.00	\$74,886	
Division 06 Wood, Plastics, Composites	\$0.00	\$0.00	\$8.00	\$28,528	
Division 07 Thermal and Moisture Protection	\$0.00	\$0.00	\$0.00	\$0	
Division 08 Openings	\$0.00	\$0.00	\$5.00	\$17,830	
Division 09 Finishes	\$0.00	\$0.00	\$16.00	\$57,056	
Division 10 Specialties	\$0.00	\$0.00	\$2.50	\$8,915	
Division 11 Equipment	\$0.00	\$0.00	\$70.00	\$24,200	
Division 12 Furnishings	\$0.00	\$0.00	\$0.75	\$2,675 Items not included in FFE	
Division 13 Special Construction	\$0.00	\$0.00	\$0.00	\$0	
Division 14 Conveying Equipment	\$0.00	\$0.00	\$0.00	\$0	
Division 21 Fire Suppression	\$0.00	\$0.00	\$5.00	\$17,830	
Division 22 Plumbing	\$0.00	\$0.00	\$23.00	\$82,018	
Division 23 Heating, Ventilating, and A/C	\$0.00	\$0.00	\$36.00	\$128,376	
Division 25 Integrated Automation	\$0.00	\$0.00	\$0.00	\$0	
Division 26 Electrical	\$0.00	\$0.00	\$36.00	\$128,376	
Division 27 Communications	\$0.00	\$0.00	\$2.00	\$7,132	
Division 28 Electronic Safety and Security	\$0.00	\$0.00	\$0.00	\$0	
Division 31 Earthwork	\$0.00	\$0.00	\$0.00	\$0	
Division 32 Exterior Improvements	\$0.00	\$0.00	\$6.00	\$21,396	
First Floor Office Remodel	\$0.00	\$0.00	\$0.00	\$75,000	
				\$898,876	
	Gen. Cond./Staffing	\$0.00	Gen. Cond./Staffing	\$0	Included Above
	Contractor's Fees	\$0.00	CM Fees (4.00%)	\$35,955	Baker Group to provide input
	Contingency (10%)	\$0.00	Contingency (5%)	\$44,944	
	Land Acquisition	\$0.00	Land Acquisition	\$0	
	FF&E (4%)	\$0.00	FF&E (4%)	\$0	Not Included
	A/E Fee (8%)	\$0.00	A/E Fee (11%)	\$107,775	
	Special Insp. (1.5%)	\$0.00	Special Insp. (1%)	\$8,989	
	Reimbursibles (0.5%)	\$0.00	Reimbursibles	\$3,500	
		<b>\$0.00</b>		<b>\$1,100,038</b>	

## Staffing Response

The Board of Supervisors has been a willing partner the last 18 months in adding an overnight lieutenant, gladly and appreciatively accepting the Sheriff's Office reorganization plan, and lifting the cap on Sheriff's Reserve personnel. With that same good faith effort, we believe that we can work diligently over the next 12-18 months to examine increased sources of revenue that might help to address staffing needs, including:

The non-collection of "room and board" fees that is over and above what has not been collected with confidence that this initiative will be re-invigorated.

Monies that by not having to turn away federal inmates (which currently generates \$300-350,000 annually), can be viewed as a stable, increased source of funding. The ability to retain such prisoners to a greater degree can correspond to being reimbursed thereby meeting the needs perhaps with additional staff.

Re-examination of funds that the Sheriff's Office collects which may have gone to the general fund. The Board of Supervisors, from my perspective, does not seek to somehow gain additional revenue but to simply be revenue-neutral to taxpayers and lower the levy in other areas where possible. In short, **increased revenue** is not necessarily looked at to increase the general fund but to fairly when necessary help manage the jail.

Smart-planning, creative, and efficient use of future revenues that by investing will cost taxpayers less in the long-run to include re-examination of medical care delivery, a consultant study that could demonstrably increase staff/space/organizational facility. We believe that the closing of Prairie Hills and the commendable informational items brought by the Sheriff's Office have been in such a spirit. Similarly, our joint lobbying of the Legislature for the "24/7 Program" have been in line with such appreciable efforts.

Prairie Hills currently is underutilized given that the agreement of being in this area with nearby residences was to house only non-violent offenders. Therefore, few staff or programs are there currently. It would be my intention to close this space irrespective of whether or not we can relocate alternative programs (Weekenders, Work Release, etc.) It should be noted as well that the whole point of having alternative programs—and in a place that brings all operations under one roof—maximizes the Sheriff's Office personnel. Weekenders, Work Release, and alternative programs are designed to do so.

I am also excited about the possibility of the Sheriff's Office utilization of creative, efficient planning which could include part-time help, which he can explain better. Perhaps one way of examining this going forward is that the increased collections from, for example, for 4-6 months, coupled with an examination of what has been "lost" when federal prisoners have not been retained.

We also believe that we need to have frank, open-dialogue conversations to include the Sheriff's Office, County Attorney's Office, Clerk of Courts, Judges, and County Board of Supervisors in a way that fosters ways to help. This collaborative communication should not be viewed as criticizing but rather productively looking at ways to maximize the safe and efficient operations that support our criminal justice system.

## LEC Food Services

The LEC Expansion Committee discussed approaching CBM Managed Services to determine how the possible closure of Prairie Hills would impact food services and the current contract.

CBM was very optimistic about an opportunity to move food preparation to the LEC. CBM representatives in conjunction with Building Services, Cannon, Moss, Brygger Architects, and Goldberg Group conducted an on-site visit to determine what needs would be necessary.

Woodbury County Building Services (Kenny Schmitz), County Sheriff's Department (Maj. Greg Stallman), & the County Finance Director (Dennis Butler) and CBM, discussed LEC's Foodservice which currently are provided by CBM Managed Services and prepared at the Prairie Hills Building. Present with CBM were their Chief Operating Officer, Legal Counsel, and Sales representatives. CBM stated that they are proud of the working relationship they have had with Woodbury County and were eager to address how adjustments of the existing contract could be made to continue their relationship.

Dialogue to discuss contract specifics in the event of a re-location of services was necessary were addressed in detail by all parties.

CBM has verbally committed to the following:

1. Draft modifications /amendments to the existing contract that would be agreeable to both parties Legal Counsel.
2. CBM commits \$125,000.00 toward purchase of new Kitchen equipment. This equipment would also include a 10' x 14' Freezer & 10 x 14' Cooler. All equipment would owned by Woodbury County. Equipment cost amortized over the contract Term at an interest rate of 3%.
3. Term of Contract - 10 Years.
4. Price per Inmate Meal would increase 6 Cents to \$1.63 (based on avg. of 229 inmates per day). Current cost per meal is \$1.57.



**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE**

Date: October 13, 2015

Weekly Agenda Date: October 20, 2015

DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

SUBJECT: **Prairie Hills Closure and LEC Expansion**

**ACTION REQUIRED:**

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Give Direction
- Other: Informational
- Attachments

**WORDING FOR AGENDA ITEM:** Prairie Hills Closure and LEC Expansion

**EXECUTIVE SUMMARY:** There has been extensive discussion on closing Prairie Hills throughout the years. This year, the Board of Supervisors put on hold two new boilers and a domestic hot water system totaling over \$105,000 in order to gauge the long-term life of this building. Through over 5 hours of meetings on three separate occasions, an *ad hoc* committee comprising the Sheriff, MAJ Wieck and MAJ Todd, LT Harmon and LT Phillips, Chairman Mark Monson, Supervisor Jeremy Taylor, Building Superintendent Kenny Schmitz, and representatives from the Baker Group, and CBM which utilizes the Prairie Hills kitchen facility, have explored options. The cost of keeping Prairie Hills open the next 10 years will be over **\$1,281,893**, which will not settle long-term issues. This money could be better utilized to address overcrowding issues at the jail.

**BACKGROUND:** Please see the following notes, from which these conclusions can be drawn:

Prairie Hills serves three purposes currently: Work Release, a kitchen from which meals are served resulting in a lower cost per meal, and both a site of training and maintenance for the Sheriff's Department.

Prairie Hills is not being utilized for Work Release and a much better, viable alternative is truly 24/7.

In order to renovate with safety, fire codes, and structural integrity, the building needs roughly \$2.2 million worth of work just to maintain the first level/new addition or \$8.8 million to completely renovate the entire building, which would have to go to a bond vote and most likely would not pass even if the

Board sought such direction. To preserve just the existing training center would cost between \$700,000-\$987,000. While this is under the bond threshold, it does not satisfy overcrowding issues.

The building has had severe issues and degradation throughout the years and is to the point where operationally, settlement issues, the stack is a huge liability. Other HVAC problems will cost taxpayers much more in the long-run than the proverbial "kicking the can down the road."

Please see the attached three documents of notes as a result of the three meetings.

**FINANCIAL IMPACT:** See Baker Group proposal

**RECOMMENDATION:** The Board approve a motion to allow the Baker Group to study the LEC Renovation from gaming revenues.

**ACTION REQUIRED:** Approve motion to allow for the study of expanding the Law Enforcement Center and discern a statement of probable cost based on the Baker Group study in coordination with the Building Superintendent and a structural engineer.



## Prairie Hills Meeting

October 9, 9:30-10:30 a.m.

Savings from closing Prairie Hills is estimated to be \$116,689.31 from utilities, ongoing expenses of maintenance, telephone, etc. The cost of keeping Prairie Hills open the next ten years is not only the **\$1,166,893.10** of ongoing expenses but also mitigation of the stack (\$10,000), a new domestic hot water and boiler system (\$105,000) not to mention the increased liability and unforeseen expenses will continue to plague the county.

**\$1,281,893** would therefore be expended the next 10 years, and there will still be settling issues, piping problems, and long-term concerns. The Board wisely held off on any new repairs. The chiller system added within the last 5 years could be sold. Here is the breakdown of last year's **\$116,689.31**:

\$32,065.16	Building Operations Maintenance Repairs
\$60,045.55	Gas, Propane / Heating Oil
\$20,707.29	Electrical
\$3,871.31	Garbage Removal

We are paying an outrageous \$4.28 per square foot annual cost for utilities.

The cost of building renovations to preserve a **training center only** would be \$987,000 including site development (demolition of the stack at \$10,000), new windows, lighting, new ceilings, M/F restrooms, mechanical system for rooftop unit, and conference training center. This would include all HVAC upgrades. While we discussed initially taking a course of action to have The Baker Group simply study what it would cost to build a new building with a kitchen and training center adjacent to the old county home building, the update below reveals a new course of action.

Regarding jail crowding if a solution is to transport, it is federal inmates who would leave first before transporting. Housing federal inmates results in approximately \$300,000 a year, and figures can additionally be provided on what was gained between 2006-2014.

The capacity at Prairie Hills is 40, but as we understand it: the space is not being utilized and has not been for the last 5 weeks. When it is utilized, it is underutilized to such a degree that it has no real impact on jail crowding issues.

### CBM KITCHEN RELOCATION

Finding an additional place could add more than \$0.25 per meal (over \$72,000 annually). This is an estimate.

However, the possibility of utilizing the courthouse basement kitchen may be viable but several issues would have to be worked through including if deliveries could happen in the street; courthouse security; a direct entrance right down to that area to transport meals. Given the fact that Building Services is relocating to the Eagle's Club, a space tour revealed that the space is impressive and much of the equipment could be utilized. CBM could also come to a cost-sharing agreement where they supplied the initial investment of walk-in cooler, freezer, and other necessary upgrades. CBM believes that we may very well be able to work this out, which is exciting. They have no desire to do commissary out of the kitchen.

**Update:** Kenny Schmitz, Building Superintendent, and Baker Group personnel found blueprints for the current LEC. They had heard previously that there was not the structural integrity to support building out, but this does not seem to be the case at all. Above the second floor / inside exercise area, there exists 65x80 (around 5,000 square feet) with solid wall all the way around it. This would provide much needed jail space and would need to be verified by a structural engineer.

Sheriff Drew is very excited about the possibility. Regarding the training center, if it was an either-or-choice between preserving a training center, giving the Baker Group a direction to build new adjacent training center on the Prairie Hills site, or expanding existing jail space, Sheriff Drew says the latter is the key priority. We could either work the exercise/gym equipment into the floor plan, or even allocate gym memberships rather than the nearly \$1 million cost of building a training facility. The gun range, housing of vehicles, and other Prairie Hills site maintenance could be maintained. Operationally, we can also see that over the next 10 years, this project could be paid for by funds otherwise wastefully expended at the current Prairie Hills facility.

## **Prairie Hills Meeting**

**August 24, 2015 from 3:00-4:30 p.m.**

**Sheriff's Department (Sheriff Drew, MAJ Stallman, MAJ Wieck, LT Phillips, LT Harlow)**

The State Jail Inspector has deemed this to be under a variance but new construction may merit this to be deemed to be out of grandfathering/variance.

If work release inmates are not actively out there, it may be deemed to have passed its variance and reoccupancy may mean the loss of the variance.

There is also concerned with the Fire Marshall regarding the second and third floor. Fire door exits are not functional as well as sprinklers or fire escapes.

2009 RML Architect and Casey Engineering discussed what all would need to be done to the spaces but no cost estimates were delivered at that time.

It would be much safer and logistically makes more sense to have staff together and for a work release program to be located downtown.

Discussion took place of the original areas designated for females "J Block" to be work release or what an LEC remodeling/renovation would take.

**Chairman Monson / Supervisor Jeremy Taylor**

The Treasurer has indicated a willingness to discuss a move.

Chairman Monson shared that after getting stakeholders together, we need to approach Judges on placement. This is part of the eventual solution to follow.

Supervisor Taylor shared that at \$4.28 per square foot in utility costs (by way of comparison, Siouxland District Health \$1.37; LEC \$1.41; Trosper Hoyt \$0.99), a long-term approach means we must weigh the cost of "business as usual" in keeping the facility open with what it would cost us to take a new direction. There must be a bridging technique or a plan to open one facility January 1, 2017, for example, while transitioning from Prairie Hills.

**The Baker Group (Dave Jorgensen; Shane Albrecht; Tom Borrer)**

**Building Superintendent Kenny Schmitz**

While there is a nearly new chiller, the concern is that heating burns 100% fuel oil. New building has settling of the corridor. The electrical is cloth-covered in the old building. Windows leak like a sieve. Boiler room mechanical needs to be replaced and the stack is a true danger and liability. The stack is an absolute danger and liability and would need to come down with a new boiler system but wouldn't be easy due to where it would ultimately land. A full report of the preliminary study is available.

One of the true problems even with investing \$105,000 in boilers and new domestic hot water system is that we have no idea of the internal condition of the piping. The "patient" can get a new heart but if the rest of the cardiovascular system is bad according to The Baker Group.

The Baker Group is concerned about what it would even take to get to 5 years. They will work with Building Superintendent Kenny Schmitz to determine what it would take to even patch things for a 1-2 year transitional stretch.

Repurposing space within the LEC is a good idea; however, everything would have to be PREA-compliant and this would be a very costly endeavor. Current conditions may be subsumed into a loss of variance as well. A bond issue to float this according to all stakeholders involved would possibly have just as bad prospects as a new jail.

Superintendent Schmitz's initial impressions were to get a wrecking ball and end expenditures.

Discussion took place on how exorbitant renovation and remodeling cost can be, especially to meet current code.

MAJ Wieck mentioned the possibility of transporting prisoners to other facilities while closing down Prairie Hills.

**Next Steps:**

A meeting between Kenny Schmitz, the Baker Group personnel, and possibly the State Jail Inspector could take place on the idea of renovation including a cost estimate (though this seems not a likely outcome).

Kenny Schmitz and the Baker Group can determine the total operating costs of keeping Prairie Hills afloat including the 1-2 year repairs, all utilities, and other costs associated.

Both ideas above could be weighed in the data-making decision.

The Sheriff's Department can look at the cost of hiring 2-3 transport officers, the loss of approximately 15 prisoners to other county jails, and costs associated with transportation. Supervisor Taylor mentioned that the costs of Prairie Hills operating could be diverted to help offsetting the "loss" of funds for those prisoners, e.g. \$400,000.

Chairman Monson can gather stakeholders (Sheriff, TRC's Jim Johnson, etc.) for a possible avenue in lieu of a bond issue costing tens of millions of dollars, which would likely not pass. Between the 2 options, both of which would require a bond issue, the transporting of prisoners would allow us to close Prairie Hills, reduce the number of prisoners, and do so without a bond issue. This alleviates overcrowding in the jail and the inefficiency of continuing to operate Prairie Hills including the real possibility of pouring hundreds of thousands of dollars (or more) and still ending up with the same result.

**We will look to meet Friday, September 11, at 9:00 a.m. in the LEC.**

Friday, September 18, from 8:00-9:30 a.m.

A. The Baker Group presented on how being able to bring the site up to current codes would require nearly \$8 million for the whole building renovation, \$2.272 million for one story, and \$5.778 million for the 3-story building. On a Spreadsheet entitled "Prairie Hills Remodel," their analysis gave an "aerial overview" of site development (road repair, site fencing, stacks); general construction (doors, ceilings, painting, flooring); mechanical systems (boilers, domestic water, etc.); fixed equipment (\$5/sq. ft.); and phasing (added cost over time).

B. To engage in this remodel, the county would almost certainly lose the variance or grandfathering not to mention that not utilizing this space currently could end with the same result. All three of these figures are in excess of a bonding threshold, most likely making any one of the three options untenable.

C. The discussion then moved to the utilization by the Sheriff's Department of the training facility. The Baker Group's rough estimate is that a rooftop unit and other upgrades could cost somewhere between \$500,000-\$900,000. We need a plan to get much better numbers but included in this narrowed estimate is a desire to know a more precise cost for the Rooftop Unit, new windows, a control system, a male and female shower by the workout room, taking down the stack (which represents a clear and present danger), and the preservation of adjacent areas for storage as a long-term bridge to eventual tear-down if necessary

D. This remodel cost is under the bonding threshold and could be put into a CIP for next year.

E. We discussed the operations and outrageous utility costs at Prairie Hills (\$4.28/sq ft). The utilities run approximately \$116,000 and operational costs just to "get by" run \$32,000, so the county spends nearly \$150,000 currently. The county was also ready to invest an additional \$105,000 for two new boilers and a domestic hot water system which was thankfully put on hold. Therefore, it is important that the county examine that utilities may be reduced by half (it is difficult to estimate exact numbers) but may look at only \$75,000 in utilities in future years. The county can also calculate as "saved" or "avoided cost" the additional one-time \$105,000 it would have otherwise spent on a new boiler and domestic hot water system. The \$32,000 annual operations would be greatly reduced by creating a permanent fix to ongoing issues. The county can also look to repurpose or sell the chiller at a cost under its full value. The county can *repurpose* a portion of these dollars toward the cost of what it would otherwise take perhaps in personnel and staffing to reduce the Work Release and/or utilize additional transport. At a cost of \$8 million, the county would have otherwise spent \$200,000 annually for 40 years. While with fiscal prudence and responsibility, we certainly do not want to anywhere near this annual expenditure, we have to recognize that there must be a solution to both overcrowding and a way to meet Work Release needs.

F. If CBM did not utilize the kitchen at Prairie Hills, CBM's contract can be renegotiated and they have already intimated that they have alternative site for cooking. We can also begin the process at looking at the very logical fact that the Courthouse has a kitchen which is across the street from ultimately where the food is to be transported. This cost can be renegotiated if necessary from its current \$1.54 / plate. We must be cognizant even if we are given a reduced rate because of their ability to use the Prairie Hills kitchen how much it is ultimately costing us to keep Prairie Hills fully operational.

G. There are two other keys: "24/7," which will take the Legislature and an accompanying facility, and the possibility of hiring up to 3 transport officers. I suggested that working with the House Chair of Judiciary (Chip Baltimore-R) and the Senate Chair of Judiciary (Robb Hogg-D) would be most fruitful and utilizing our local legislators to reach out to each respectively while Sheriff Drew works the Sheriff's Association and applicable law enforcement. However, I was surprised to learn when I talked to Rep. David Dawson that this Dawson-Jorgensen sponsored bill was actually was assigned to Human Resources but didn't move out of subcommittee because of concerns related to cost. However, 24/7 should be self-sustaining and the brunt of cost would be fronted by counties who wanted to be on this pilot program. The counter-arguments of oversight, the lack of science, etc. need to be met with well-thought-out arguments. I will reach out to House Speaker Linda Upmeyer and think it would be good for Chairman Monson, Sheriff Drew, and myself to meet with the House counterparts (our local legislators) soon.

We also need to look at a conversation with our judges, the idea of federal prisoners being reduced if necessary, and the reutilization of those dollars saved at Prairie Hills with what it may ultimately take to be able to properly transport prisoners. This would not only reduce staff strain and overtime but subsequent liability and waste associated with an energy-expending aging facility that has serious long-term issues.

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ**

Date: October 28, 2015

Weekly Agenda Date: November 3, 2015

DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

SUBJECT: **Closing of Prairie Hills and LEC Expansion**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**WORDING FOR AGENDA ITEM:** Closing of Prairie Hills and LEC Expansion

**EXECUTIVE SUMMARY:** Prairie Hills needs to be closed, and this space can be repurposed. Doing so will demonstrate that the county is engaging in long-term planning and being responsible, sound, and prudent fiscal stewards of tax dollars as it relates to utility costs and ongoing expenses. At the same time, the needs of the county can be met in a much more efficient manner.

**BACKGROUND:** see attached Power Point

**FINANCIAL IMPACT:** Contractual cost paid on hourly basis for cost estimates through gaming revenue.

**RECOMMENDATION:** Approve the following motion.

**ACTION REQUIRED:** I move that the attached Baker Group contract be approved in order to put together to adequately study the costs and opportunities associated with the expansion of the Law Enforcement Center to serve the county needs after Prairie Hills closes.



# Facility Improvement Master Plan

## October 28, 2015

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### Law Enforcement Center Expansion

#### EXECUTIVE SUMMARY

Much has happened over the past few weeks regarding the availability of past information and recovery of old building plans for the LEC and Jail area. Please refer to the report provided by Supervisor Taylor regarding current information gleaned from recent committee meetings and discoveries.

Basically at this point as a result of everyone's efforts, it is fairly apparent that we can in fact expand the Jail area into the now unused outside exercise areas. In addition to our own analysis of the building plans a report from a structural engineer in previous years also indicates that some form of construction should be possible. The part that is still unclear is exactly to what extent can this area be utilized? At the very least it appears that construction for open areas similar to other areas of the jail should be doable. To the greater extent and as future needs change, it may be possible to put Jail Cells into the area. Either way it will create about 5,000 square feet of space and multiple options not currently available for Jail operations. It's our recommendation to get a current day and final opinion on this from a reputable and independent Structural Engineer in order for everyone to properly plan for the best long term use of this space.

The attached Step by Step plan has been prepared as a guide to take the development of this expansion opportunity through the preliminary stages without great expense to the County. This will allow the Board of Supervisors the chance to evaluate results after each step in the process and make a "go" or "no go" decision to proceed to the next step. It also allows for a progressive plan to evolve into the selection of an Architectural firm for the project as it keeps moving forward.

Because of all the work Baker Group has already done on this project and our strong belief this project has a high potential for implementation we have decided to work with the County through the first two steps of this process without costs to the County. Beyond that Baker Group will bill the County on an hourly basis through this phase. If the project moves beyond that we will negotiate future costs to the County before proceeding.

Respectfully,

David Jorgenson, Director  
Facility Improvement Master Plan



# Woodbury County LEC

Expansion Plan into Existing Space (Outside Recreation Area)  
Relocate Kitchen

	Board of Supervisors	Baker Group	Structural Engineer	Interview Team	Design Team	Sheriff Office
<b>Step 1 Define structural integrity for maximum floor load</b>						
A. In office review of LEC as-built drawings		x	4			
B. On site visit and inspection of LEC		x	10			
C. Report from Structural Engineer			2			
D. Board decision for "go" or "no go" to move forward	x					
<b>Step 2 Selection of Design Team</b>						
A. Prepare Request for Qualifications (RFQ) for Architect		x				
B. Select Interview Team (County, Baker Group, Sheriff/Jail)	x					
C. Prepare interview questions and evaluation sheet		x		x		
D. Selection of Architects to be invited to respond	x	x		x		
E. Recommendation to Board for selection of Architect		x		x		
F. Selection of Architect finalized	x					
<b>Note: No costs to the County up to this point except for the hourly rate for the Independent Structural Engineer</b>						
<b>Step 3 Identify Building Code Obstacles</b>						
Meet with DOC and State Fire Marshall to review concept, requirements and feasibility		8 *			8	
<b>Step 4 Relocate Kitchen out of Prairie Hills</b>	x					x

Sheriff Office: Work with CBM Food Services to develop a conditional Letter of Intent for moving the food preparation Kitchen from Prairie Hills to the existing Kitchen Space in the Court House. CBM to provide all equipment needed including cooking, refrigeration, freezing, dish washing and exhaust hood improvements. Cost of equipment would be included in the meal prices and contract terms would be negotiated.

**Step 5 Reconfigure Kitchen preliminary plan and budget**

16 \*

Baker Group , Facility Services & CBM would work together to provide a budget for General Construction, Electrical Service, Plumbing and HVAC as needed to accommodate the space.

**Step 6 Conceptual Design**

x

80 \*

TBD

TBD

x

x

County to contract with Architect and Construction Manager for conceptual design development and construction budget for Jail .

**Step 7 Decision to move forward to complete design**

x

x

Hourly Rate as needed:

\$ 115

\$ 125

\* Stated hours are estimated only and will be invoiced based on actual hours. Actual hours worked in each Step will be reported to the Board of Supervisors on two week basis. The estimated hours will not be exceeded without Board approval.

# The Prairie Hills Facility

We have covered much ground in the first 3 meetings as relates to The Prairie Hills facility to include its \$1.2 million minimum costs projected over the next 10 years just for utilities and basic ongoing maintenance, several needs still exist: **Work Release, the Weekenders' Program, a training and/or exercise area, gun range and other outbuildings, and a kitchen** whereby in the past CBM has reportedly been able to reduce costs for meals. I believe that our work and discussions has laid the groundwork for the closing of the facility due to widespread deterioration (HVAC building automation problems, boiler and domestic water issues, settling and structural problems, a grave liability in the concrete stack, windows with no thermal breaks, piping issues, etc.)

Our Long-Term Facility Master Plan developed by The Baker Group identified these and many other numerous issues that make keeping this facility with its limited usage open a questionable use of tax dollars. Furthermore, "rough order of magnitude" cost estimates have ranged from \$8 million for the entire renovation of 3 floors or \$2.2 - \$5.7 million for the first floor and new addition all of which would require a bond issue. Only a "Training Facility" could fall under such threshold at approximately \$987,000 and even then, this does not address the true need for which the building was originally purposed.

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## Potential Need #1: Work Release

The original purpose of "J Block," according to Mike Neswick the architect at RML who was involved in study of the jail, was for Work Release. It is accessible from an outside entrance and comprises 2,264 square feet of space. This dormitory-style setting that currently houses lesser offending females could be returned to its original purposes with nearly no new cost. Plans show the potential of 30 inmates.

This would answer the question of Work Release and/or the "Weekenders' Program" potentially. That would in turn cause a necessary expansion of repurposed space necessary to house the current population comprising "J Block." Nothing also precludes Woodbury County for advocating for "24/7" at the State Legislative level and even using this area should that endeavor be successful.

## Potential Need #2: New J Block

### Outdoor Recreation Area Enclosure

“Currently, the outdoor recreation area has a perimeter of concrete block walls that support steel joists covered with a wire mesh for security. ***Providing a permanent weather-resistant enclosure of this area is possible and would involve relatively economical construction*** [my emphasis]. The existing joists would remain, and new joists would be added between them. We would recommend a low-slope roof system utilizing metal standing seam roof panel. The roof could be sloped in one direction, slope from a center ridge in two directions, or have a “hip” configuration. Our cost estimate for the enclosure is approximately \$200,000.

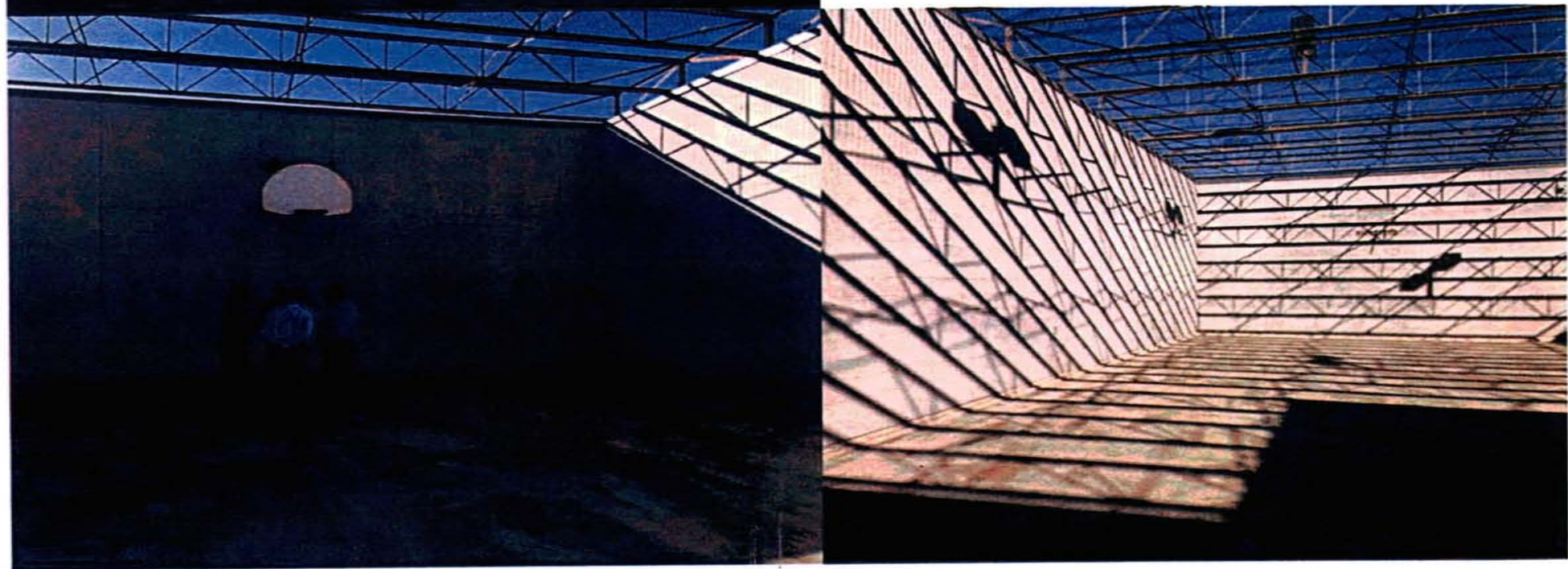
“Structurally, it appears feasible to construct a roof over all or part of the current rooftop outdoor recreation area, but utilization of this space may be limited because there is no handicapped access to this level. To solve this problem, it may be necessary to extend the existing east elevator to the roof level...”

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111



# Images



111

## Structural Integrity Issues

In presenting our first 3 meetings' worth of notes, the idea of this outdoor recreational area was purported to have been explored and found that it did not have structural integrity. However, that is not true. The Baker Group and our Building Superintendent have examined prints and do not see why it could not hold. In fact, Mike Neswick provided me with a Bacon Creek Structural Engineer report that stated that there is a 100 PSF (pounds/square ft.) live load.

This may not be enough to hold concrete cell block but could have the potential to have steel joists with metal panels. However, based on an October 22 meeting between Kenny Schmitz (building superintendent), Mike Neswick (RML) and myself, the discovery of having "J Block" potentially repurposed for this area would not present structural integrity issues at all.

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## Potential Need #3: The Kitchen

### **The Kitchen**

CBM explored the kitchen across the street. They were impressed with the space, facilities, and believe that through a cost-sharing agreement, they can even purchase the additional equipment necessary. Even without the investment and cost-sharing agreement, they estimated only adding \$0.25 / meal without the use of a kitchen (\$7,200 annually). This is less than 75% of what it was previously estimated to cost, but we believe that issues can be worked out to provide them with a kitchen just across the street from the Law Enforcement Center.

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## Potential Need #4: Gun Range / Outbuildings

### **Gun Range and Outbuildings**

Nothing in this potential plan would preclude the Sheriff's Department from utilizing outbuildings, the gun range, or having land usage. It would be the physical facility itself that would be subject to close once another space could be repurposed in order to meet the other needs.

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## Studying the Specific Costs and Understanding Needs

Propose to get more specific costs to bring before the Board.

What concerns, opportunities, questions exist?

What else should be known?

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**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) F**

Date: December 3, 2015

Weekly Agenda Date: **December 8, 2015**

DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

**SUBJECT: Closing of Prairie Hills and LEC Expansion**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**WORDING FOR AGENDA ITEM:** LEC Expansion to Repurpose Space with Closing of Prairie Hills

**EXECUTIVE SUMMARY:** The Board moved to have the Baker Group begin the process of studying the space with the first portion being a structural engineer's report on November 3. That document is enclosed, which shows favorable conditions for the County to proceed with expansion of the LEC. The Baker Group tonight will present a report from Raker Rhodes Engineering. That was Step 1.

Step 2 is the selection of a Design Team. In that portion, the Baker Group prepares an RFQ for an architect and a select interview team be in place. My recommendation is this be the Chairperson (Mark Monson), Building Services liaison (Jeremy Taylor), Building Superintendent (Kenny Schmitz), Baker Group representative, Sheriff (Dave Drew), Jail Facilities Officer (MAJ Greg Stallman), and a representative from the Taxpayers Research Conference.

**BACKGROUND:** Prairie Hills needs to be closed. Doing so will demonstrate that the County is engaging in long-term planning and being responsible, sound, and prudent fiscal stewards of tax dollars as it relates to utility costs and ongoing expenses. At the same time, the needs of the County can be met in a much more efficient manner. There has been extensive discussion on closing Prairie Hills throughout the years. This year, the Board of Supervisors put on hold two new boilers and a domestic hot water system totaling over \$105,000 in order to gauge the long-term life of this building. There are \$66,000 of other projects on hold there as well. Through over 5 hours of meetings on three separate occasions, a committee comprising the Sheriff, MAJ Wieck and MAJ Todd, LT Harmon and LT Phillips, Chairman Mark

Monson, Supervisor Jeremy Taylor, Building Superintendent Kenny Schmitz, and representatives from the Baker Group, and CBM which utilizes the Prairie Hills kitchen facility, have explored options.

In addition to moving on to Step 2, I have also asked to have a meeting with CBM, the Sheriff's Office, and Kenny Schmitz to discuss the most recent contract and have *preliminary* discussion on what their needs may be going forward should they move down to the Courthouse kitchen and what initial thoughts may be on contractual prices. This will act as a good precursor to Step 4.

**FINANCIAL IMPACT:** The cost of keeping Prairie Hills open the next 10 years will be over **\$1,281,893**, which will not settle long-term issues. This money could be better utilized to expand the LEC and not only have space previously utilized for Work Release but potential in future years to alleviate overcrowding.

**RECOMMENDATION:** None at this time.

**ACTION REQUIRED:** Moving forward through the steps of the aforementioned November 3 agenda information.

Dave Jorgenson, Director  
Baker Group  
4224 Hubbell Ave  
Des Moines, IA 50317

Dave:

The following represents a summary of our opinion regarding the existing condition of the structure known as the Woodbury County LEC in Sioux City, IA. The purpose of our review was to accomplish two goals.

Goal 1: Overall structural condition of the facility

Goal 2: Can the exterior recreation area support cell block occupancy?

Our opinions indicated below are based on a review of an existing set of drawings and a site visit conducted on November 20<sup>th</sup>, 2016.

Summary of the existing structure:

- Architect and Engineer of the existing facility: Dana Larson Roubal and Associates
- Drawings reviewed: revision #2 dated 11/18/1985
- The existing structural system consists of cast in place concrete beams, joists and columns. Most partition walls in the areas occupied by inmates are masonry block walls. The foundation system for the structure consists of auger cast piles supporting pile caps.

#### Goal #1: Overall condition of the facility

In general, it is our opinion that the structure is in good condition relative to similar buildings of similar age.

- There does not appear to be excessive settlement of interior beams, columns or interior foundations. This statement is made based on visual observations and less than 1 hour inside the facility. There could be areas that we did not observe that are settling or cracking, however we did not see them nor were we made aware of any areas of concern by staff.
- There does appear to be some slab settlement in the administration area in the southwest corner of the building at the ground level. Also, there appears to be some water infiltration in the exterior wall on the ground floor office in the south west corner. The slab settlement in this area is causing cracking of interior non-load bearing walls and a noticeable slope in the floor. In our opinion, neither the slope in the floor nor the water infiltration poses an immediate safety concern. However, the area should be monitored for continued settlement of the slab. The water infiltration in the exterior wall is likely a result of failure of caulking around the windows on the south and or west walls. This water infiltration will continue to cause problems in the office in the south west corner of the building until the exterior leak is resolved. It is our opinion that further investigation of both of these areas should be performed in the near future in order to minimize further damage to the structure.

Goal #2: Can the exterior recreation area support cell block occupancy?

- It is our opinion that the exterior recreation area could support cell block occupancy. Further commentary and explanations included below.

- The existing exterior recreation area "floor" is shown on sheet S4 and the "roof" is shown on S6 of the existing drawings we were provided.
- The exterior recreation area is bounded by grids B and D, 2 and 9.
- The floor structure of the exterior recreation area consists of cast in place concrete beams and joists. The beams run east / west and span between 26'-6" and 30'-3" according to the drawings. Joists run north / south and span approximately 30'-0".
- The roof structure of the exterior recreation area consists of 24" deep open web steel bar joists spaced at 6'-2" on center. The joists span approximately 57'-4" from north / south and are supported by masonry walls on the perimeter of the area. There is a wire mesh over the bar joists. It would appear that the wire mesh is for security purposes and therefore creates an open courtyard.
- According to ASCE 7-10 and the International Building Code (2012) the structure supporting cell blocks is required to be able to support 40 pounds per square foot (psf). Based on our analysis and the information given on the existing drawings (see Structural Notes on page S2) the exterior recreation area is rated to 100 psf. This means that the superimposed load on the structure from occupants and any partitions must not exceed 100 psf. Therefore it is our opinion that the structure is adequate to support cell block occupancy.
  - Partition walls, particularly if masonry, will need to be located strategically.
  - We are not qualified to comment on the non-structural issues associated with locating inmates in the exterior courtyard area (egress, fire separation, sprinkler, HVAC, etc). Therefore, we cannot make any comment on these issues.
  - In order to have inmates occupy the existing exterior recreation area, the current roof joists will need to be removed and a more conventional roof deck, bar joist, beam and column system would need to be installed. The new steel columns for this roof would be located concentrically to the existing concrete columns below.

### Conclusion

It is our opinion that the existing exterior recreation area is a viable location for inmate occupancy. More investigation is required in order to fully vet this solution.

Regards,



Erik Raker, PE  
President  
Raker Rhodes Engineering

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) I**

Date: December 10, 2015

Weekly Agenda Date: December 15, 2015

DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

SUBJECT: **Request for Qualifications of Architect and Associated Costs: LEC Expansion**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**WORDING FOR AGENDA ITEM:** RFQ of Architect and Associated Costs: LEC Expansion

**EXECUTIVE SUMMARY:** The Board moved to have the Baker Group begin the process of studying the space with the first portion being a structural engineer's report on November 3. That document confirmed from a second structural engineer (Raker Rhodes) using updated codes that the outdoor recreation area at the LEC can be used to expand the current J Block, J Block can be returned to its original purpose of Work Release, and subsequently Prairie Hills with its astronomical costs of maintenance/repair and utilities can eventually close. The next steps in the process are the Selection of the Design Team, an RFQ for an architect to give more probable costs, and the funding mechanism to accomplish the hiring of the architect.

**BACKGROUND:** It is important to reiterate that the full two-page report from the Structural Engineer was included in the backup materials last week and nothing follows. Not only does the report confirm that this area is structurally sound for what we are considering, it can support—if properly designed—cell block construction, which is good to know even though it is not the current plan for that area. I include the pertinent portion of the letter below for clarification of a statement brought up during "Citizen Concerns": "It is our opinion that the existing exterior recreation area is a viable location for inmate occupancy. More investigation is required in order to fully vet this solution." It is clear that portion refers to other issues (HVAC, fire sprinkling, egress) rather than the Structural Engineer's clear recommendation about the sound structural integrity, which was great news to proceed with continued investigation of this solution to our current problem (see letter below and in backup materials).

Step 2 is the selection of a Design Team. In that portion, the Baker Group prepares an RFQ for an architect and a select interview team be in place. My recommendation is this be the Chairperson (Mark Monson), Building Services liaison (Jeremy Taylor), Building Superintendent (Kenny Schmitz), Baker Group representative, Sheriff (Dave Drew), Jail Facilities Officer (MAJ Greg Stallman), and a representative from the Taxpayers Research Conference. This is an "Action Item" on the following fronts: the need to approve the interview committee with the express purpose of making a recommendation back to the Board for an architect; the funding mechanism necessary in order to proceed with an opinion of probable cost.

**Previous information:** Prairie Hills needs to be closed. Doing so will demonstrate that the County is engaging in long-term planning and being responsible, sound, and prudent fiscal stewards of tax dollars as it relates to utility costs and ongoing expenses. At the same time, the needs of the County can be met in a much more efficient manner. There has been extensive discussion on closing Prairie Hills throughout the years. This year, the Board of Supervisors put on hold two new boilers and a domestic hot water system totaling over \$105,000 in order to gauge the long-term life of this building. There are \$66,000 of other projects on hold there as well. Through over 5 hours of meetings on three separate occasions, a committee comprising the Sheriff, MAJ Wieck and MAJ Todd, LT Harmon and LT Phillips, Chairman Mark Monson, Supervisor Jeremy Taylor, Building Superintendent Kenny Schmitz, and representatives from the Baker Group, and CBM which utilizes the Prairie Hills kitchen facility, have explored options.

In addition to moving on to Step 2, I have also asked to have a meeting with CBM, the Sheriff's Office, and Kenny Schmitz to discuss the most recent contract and have *preliminary* discussion on what their needs may be going forward should they move down to the Courthouse kitchen and what initial thoughts may be on contractual prices. This will act as a good precursor to Step 4.

**Update:** This CBM meeting is currently on hold as we wait for a like time to meet. We will report initial findings back to the Board.

**FINANCIAL IMPACT:** A "not to exceed" cost of \$25,000 from CIP. Currently there are \$171,000 worth of projects on hold at Prairie Hills, which is a good thing so that the County does not continue investing without knowing the length that the facility will be open. In order to know the cost associated with the expansion, the County must know the costs of what it will take to do so with more finite granularity.

Never lose sight of the fact that the cost of keeping Prairie Hills open the next 10 years will be over **\$1,281,893**, which will not settle long-term issues. This money could be better utilized to expand the LEC and not only have space previously utilized for Work Release but potential in future years to alleviate overcrowding.

**RECOMMENDATION:** Approve the "Action Required."

**ACTION REQUIRED:** I move that the RFQ for an Architect for LEC Expansion be approved, a cost not to exceed \$30,000 be dedicated from the CIP schedule, and that the committee of the aforementioned individuals be approved to publish the RFQ with the intent of making a recommendation back to the Board of Supervisors for their approval.



Woodbury County Board of Supervisors  
Court House Room 104  
620 Douglas Street  
Sioux City, Iowa 51101

## **REQUEST FOR QUALIFICATIONS for Architectural Services**

Woodbury County intends to retain professional design services from an Iowa based firm for the Woodbury County Law Enforcement Center – Jail Renovation and Expansion project. Interested and qualified firms are invited to submit Statement of Qualifications for this project based on the tentative scope of work and information identified below. This request is specifically for the defined facility in this RFQ. The Board of Supervisors, at their option, may retain the firm selected for architectural services on this project as well as future work on other County owned facilities. Any further work is not guaranteed; the facilities could include, but are not limited to, the following:

1. Woodbury County Court House (Designated as a National Landmark), 620 Douglas St, Sioux City, IA, 51101.
2. Woodbury County Law Enforcement Center, 407 7<sup>th</sup> St., Sioux City, IA 51101
3. Trospen-Hoyt, 822 Douglas St., Sioux City, IA 51101 (also contains Juvenile Detention)
4. Siouxland District Health, 1014 Nebraska St., Sioux City, IA 51105
5. Social Services and Veterans Affairs, 1211 Triview Ave., Sioux City, IA 51103
6. Eagles Club, 400 Block of 8<sup>th</sup> St., 51101
7. Prairie Hill complex, County Road D25, Sioux City, IA
8. Climbing Hill Emergency Services Building, Climbing Hill, IA
9. Secondary Roads facilities located throughout the county
10. Conservation Department facilities which include Dorothy Pecaut Nature Center in Sioux City, as well as various parks throughout the County

## **Project Background**

The Woodbury County Law Enforcement Center consists of approximately 85,000 gross sq. ft. and was originally designed in 1985. The first floor of the facility houses the Sheriff's Department, Clerk of Courts, 4 Court Rooms and supporting Judges Chambers, conference rooms and meetings rooms. The second floor is dedicated to the Jail system; Administration, Cell Blocks, various open style detention rooms, Visitation, Counseling rooms, serving Kitchen and Observation areas. The Jail was originally designed to house about 150 inmates and is now housing around 200 or more inmates. Overflow problems have been dealt with by moving some inmates to a minimum security area in the Prairie Hills facility. The primary prep kitchen for all meals for the inmates is also located in the Prairie Hills facility where they also prepare the meals for Juvenile Detention inmates. The Prairie Hills facility has been utilized far beyond its useful life and must be taken out of service soon. Tentative plans are to move the Kitchen out of Prairie Hills.

## **Project Description**

The original design for the Jail included an outside 5000 sq. ft. recreation area above the center portion of the jail area. This area has not been utilized for years and is currently empty. A recent study completed by Raker Rhodes Engineering out of Des Moines, IA concluded this area is constructed to hold over 100 psf which exceeds the required 40 psf required for jail cells. The mission of this project is to design and construct a jail expansion into this existing open area that will efficiently allow space to be designed as dormitory style housing for a female population so that the current dormitory style housing area may be returned back to its original purpose of Work Release. This will provide the ultimate answer as an alternative to Prairie Hills and provide expanded space that best fits the needs of the Jail. A budget for this project has not yet been set, but the target is to keep the project under \$1,200,000.

## **Project Scope**

Provide Plans and Specification to renovate the open exercise area into fully operational jail facility that best fits the needs of Woodbury County and their detention capability. This must include, but is not limited to, enclosing the area with a proper secured roofing system, expanding the electronic door locking and monitoring system, addressing egress issues and needs, expansion of life safety systems (i.e. fire alarm and sprinkler systems), plumbing systems, HVAC systems, electrical systems, and comply with all appropriate building codes both state and local. All plans must be approved by the State Fire Marshall and Department of Corrections.

## **Anticipated Project Schedule**

Selection of Architect:	January 2016
Design Kickoff Meeting:	February 2016
Owner/User Meetings:	February/March 2016
Final Design Review:	May 2016
Bidding:	June 2016
Commence Construction:	August 2016
Complete Building Envelope Construction by:	October 2016
Substantial Completion:	January 2017

## **Selection Process**

Woodbury County will select an Iowa based professional design firm for this project. The County will work with the design professional to select the various sub consultants required for the project and whose work will be the responsibility of the design professional. An Interview Committee will be appointed by the Board of Supervisors Chairman. The Interview Committee will conduct an evaluation of all Statement of Qualifications submitted and then select firms to invite to an interview. A firm recommendation will be made to the Board of Supervisors for approval by the Interview Committee. All firms submitting a State of Qualification will be notified of which firms were selected for interviews.

The selected firm will be put under contract using AIA form of contracts using AIA Document B132-2009 Standard Form of Contract Between Owner and Architect, Construction Manager as Advisor Edition. It is the intent of Woodbury County to utilize the services of a Construction Manager for this project.

## Statement of Qualifications

Firms interested in providing services for this project shall include (as a minimum) the following in their Statement of Qualification:

1. Cover letter expressing interest in providing services for the project and the principal contact information.
2. Design Firm's general brochure.
3. Proposed project team, individual roles, qualifications and resumes. Office location for each team member.
4. Project team's experience on Jails/Correctional Facilities and support space that has been managed or designed by the individuals on the project team. Team's experience on Historical Preservation and working with National Landmarks should also be included for future project consideration.
6. Project approach and schedule.
7. Description of the firm's quality control procedures. This should address quality in documentation as well as in the design process.
8. In a separate sealed envelope please provide a summary of your firm's fee schedule for this type of project. Fee schedules will not be opened or reviewed until after interviews and evaluations are completed.

Firms interested in providing services for the project shall submit the requested materials via seven (7) hard copies and one (1) single PDF file by no later than 12:00 p.m. (CDT) on Monday, January 11, 2016 to:

Woodbury County Board of Supervisors  
Court House, Room 104  
620 Douglas Street  
Sioux City, Iowa 51101

Submittal Package shall be labeled:

"Woodbury County LEC Jail Expansion"

"Statement of Qualification – firm name - date".

Statement of Qualifications shall be a maximum of 40 pages front to back excluding the title page, cover letter, and resumes. Failure to complying with the criteria set forth may be result in rejection of submittal and consideration of the submitting Firm. Firms from which additional information/clarification is requested will be contacted.

All questions shall be directed to (Shane Albrecht, Baker Group Project Manager and/or Kenny Schmitz, Facility Director).

All costs associated with the development and submittal of the Statement of Qualifications and interview presentation will be the responsibility of the design professional.

## BACKUP MATERIALS

### **Letter from Raker Rhodes, Structural Engineer [my boldfacing]**

According to ASCE 7-10 and the International Building Code (2012) the structure supporting cell blocks is required to be able to support 40 pounds per square foot (psf). **Based on our analysis and the information given on the existing drawings (see Structural Notes on page S2) the exterior recreation area is rated to 100 psf. This means that the superimposed load on the structure from occupants and any partitions must not exceed 100 psf. Therefore it is our opinion that the structure is adequate to support cell block occupancy.**

o Partition walls, particularly if masonry, will need to be located strategically.

o We are not qualified to comment on the **non-structural issues associated with locating inmates in the exterior courtyard area (egress, fire separation, sprinkler, HVAC, etc).** Therefore, we cannot make any comment on these issues.

o In order to have inmates occupy the existing exterior recreation area, the current roof joists will need to be removed and a more conventional roof deck, bar joist, beam and column system would need to be installed. The new steel columns for this roof would be located concentrically to the existing concrete columns below.

Conclusion: It is our opinion that the existing exterior recreation area is a viable location for inmate occupancy. More investigation is required in order to fully vet this solution.

## Potential Costs

In discussion with our Building Superintendent and Architect, I learned that costs will have to be negotiated with the Architect and we can ask for a projection in our RFQ regarding fee structure and breakdown. The Total Fee will be based on hard cost of construction. Taking the maximum amount that we may look at of \$1,200,000 total costs would break down to about \$930,000 hard construction costs. If we looked at a Design fee on the higher end of 12%, that would be a total design fee of around \$111,600.

We would need to go through the Schematic Design phase in order to know what kind of costs will be associated. This will be working hand-in-hand with the Sheriff and his personnel to determine the best use of that space.

### Normal Breakdown by Phase:

Schematic Design	15%	\$16,740	CM Support Fees \$3,450
			(estimated at 30 hours)
Rough Order of Magnitude Budget			
Design Development Phase	20%	\$22,320	CM Support Fees \$5,750
			(estimated at 50 hours)
Refined Budget with lower margin of variance			
Construction Document Phase	40%	\$44,600	CM Fees negotiated in contract
Strong Budget based on actual building design and products completion.			
Bidding and Negotiations	5%	\$5,580	
Construction Phase	20%	\$22,320	

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) I**

Date: January 7, 2016

Weekly Agenda Date: January 12, 2016

DEPARTMENT HEAD / CITIZEN: <u>Supervisor Jeremy Taylor</u>		
SUBJECT: <b>Creation of Committee for Prairie Hills Closure and LEC Expansion Study</b>		
<b>ACTION REQUIRED:</b>		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input type="checkbox"/>

**WORDING FOR AGENDA ITEM:** Committee for Prairie Hills Closure and LEC Expansion Study

**EXECUTIVE SUMMARY:** The Board moved to have the Baker Group begin the process of studying the space with the first portion being a structural engineer's report on November 3. That document confirmed from a second structural engineer (Raker Rhodes) using updated codes that the outdoor recreation area at the LEC can be used to expand the current J Block, J Block can be returned to its original purpose of Work Release, and subsequently Prairie Hills with its astronomical costs of maintenance/repair and utilities can eventually close. **The next steps in the process are the Selection of the Design Team, an RFQ for an architect to give more probable costs...** I would like to ask approval of the committee using the Board-approved form, which is in accordance with Board action.

**BACKGROUND:** Step 2 is the selection of a Design Team. In that portion, the Baker Group prepares an RFQ for an architect and a select interview team to be in place. My recommendation is that we approve the following for the committee: Chairperson (Jeremy Taylor), Building Services liaison (Mark Monson), Building Superintendent (Kenny Schmitz), Baker Group representatives (Dave Jorgensen, Tom Borrer, Shane Albrecht), Sheriff (Dave Drew), Jail Facilities Personnel (MAJ Greg Stallman; Todd Wieck; Lynette Phillips) and representatives from the Taxpayers Research Conference (Jim Johnson and Taylor Goodvin. This is an "Action Item" with the need to approve the committee, which will be involved with the architect interview process. This committee will also be tasked with making a recommendation back to the Board for an architect in addition to studying issues associated with the two facilities.

**FINANCIAL IMPACT:** NONE

**RECOMMENDATION:** Approve the "Action Required."

**ACTION REQUIRED:** I move that the committee with the members on the attached form be approved.

**CREATION/CHANGE OF COMMITTEE FORM**  
 Form Approved by the Board of Supervisors 11/17/15

Board Approval Date:

Date Originally Created:

Ending Date (if known):

Name of Committee:

Purpose:

	Members OR Position	Entity Represented
1.	Jeremy Taylor, Board Chair	Board of Supervisors
2.	Mark Monson, Supervisor	Board of Supervisors
3.	Dave Jorgensen, Shane Albrecht, Tom Borrer	Baker Group
4.	Jim Johnson, Taylor Goodvin	Taxpayers Research Council
5.	Sheriff Dave Drew, LT Lynette Phillips	Sheriff's Office
6.	MAJ Greg Stallman, MAJ Todd Wieck	Sheriff's Office
7.	Kenny Schmitz	Building Superintendent
8.		
9.		
10.		
11.		
12.		

Is this Committee - X the box that applies

<input type="checkbox"/>	Required by Iowa Code
<input type="checkbox"/>	Created by the provision of Iowa Code Chapter 28E
<input type="checkbox"/>	Committee Created by Agreement
<input checked="" type="checkbox"/>	Committee Created for Special Purpose*

The Committee plans to at least meet - X the box that applies

<input type="checkbox"/>	Weekly
<input type="checkbox"/>	Monthly
<input type="checkbox"/>	Quarterly
<input type="checkbox"/>	Annually
<input checked="" type="checkbox"/>	Other/Unknown

\* Special committees will sunset at the end of every calendar year unless re-approved each year.

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE**

Date: January 22, 2015

Weekly Agenda Date: January 26, 2015

DEPARTMENT HEAD / CITIZEN: <u>Supervisor Jeremy Taylor</u>		
SUBJECT: <b>Designation of Substitute for LEC Expansion Committee from TRC</b>		
<b>ACTION REQUIRED:</b>		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input type="checkbox"/>

**WORDING FOR AGENDA ITEM:** LEC Expansion Committee Substitution for RFQ Process

**EXECUTIVE SUMMARY:** The Board approved a committee for the Prairie Hills / LEC Expansion that will interview 3 potential architects on February 3 and make a recommendation back to the Board. The Taxpayers Research Council is asking that Roger Caudron take the place of Jim Johnson for this meeting only as Jim Johnson is unable to attend.

**BACKGROUND:** Supervisor Ung brought forward a committee proposal to codify who is and who is not on a committee, which was good policy to guide the Board. This solidifies who is and who is not on a special purpose committee. It is within the spirit of transparency and under advisement of the Assistant County Attorney that if it is the will of the Board of Supervisors to grant the substitution, that we do so under formal action.

**FINANCIAL IMPACT:** None

**RECOMMENDATION:** Approve the "Action Required."

**ACTION REQUIRED:** Motion to approve the temporary substitution of Roger Caudron for Jim Johnson for the purpose of representing the Taxpayers Research Council on February 3 interview related to the RFQ.



# AGENDA

**LEC Expansion Committee**

## SPECIAL MEETING

**DATE:** Wednesday, February 10<sup>th</sup>, 2016

**TIME:** 7:30 a.m.

**WHERE:** Board of Supervisors Meeting Room, Woodbury County Courthouse, 1<sup>st</sup> Floor

<b>7:30 a.m.</b>	<b>Baker Group Discussion on scoring criteria</b>
<b>8:00 – 8:45 a.m.</b>	<b>Closed Session {Iowa Code Section 21.5(1)(i) CMBA Architects</b>
<b>9:15 – 10:00 a.m.</b>	<b>Closed Session {Iowa Code Section 21.5(1)(i) M+ Architects</b>
<b>10:30 – 11:15 a.m.</b>	<b>Closed Session {Iowa Code Section 21.5(1)(i) RML Architects</b>

## **ADJOURNMENT**

*Subject to Additions/Deletions*

**FEBRUARY 10, 2016 —SPECIAL MEETING OF THE LEC EXPANSION COMMITTEE**

The LEC Expansion Committee met on Wednesday, February 10, 2016 at 7:30 a.m. Members present were Supervisors Mark Monson and Jeremy Taylor, Sheriff Dave Drew, Major Todd Wieck, Jail Commander Lynette Phillips, Lieutenant Todd Harlow, Building Services Director Kenny Schmitz, Baker Group Representatives Dave Jorgenson and Shane Albrecht, Taxpayers Research Council Representative Roger Caudron and Patrick Gill, Auditor/Clerk to the Board.

The Committee discussed the interviewing process and scoring criteria to select an architectural firm for the expansion of jail space in the Law Enforcement Center.

A motion was made by Monson and seconded by Taylor to go into executive session under Iowa Code Section 21.5(1)(i) to interview representatives of CMBA Architects. The motion carried unanimously on a roll call vote. A motion was made by Monson and seconded by Taylor to go out of executive session. The motion carried unanimously on a roll call vote.

A motion was made by Monson and seconded by Taylor to go into executive session under Iowa Code Section 21.5(1)(i) to interview representatives of M+ Architects. The motion carried unanimously on a roll call vote. A motion was made by Monson and seconded by Taylor to go out of executive session. The motion carried unanimously on a roll call vote.

A motion was made by Monson and seconded by Taylor to go into executive session under Iowa Code Section 21.5(1)(i) to interview representatives of RML Architects. The motion carried unanimously on a roll call vote. A motion was made by Monson and seconded by Taylor to go out of executive session. The motion carried unanimously on a roll call vote.

There being no further business before the Committee, the meeting was adjourned.

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE**

Date: February 16<sup>th</sup>, 2016

Weekly Agenda Date: February 23rd, 2016

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

SUBJECT: Woodbury County Architectural Services

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**WORDING FOR AGENDA ITEM:** Woodbury County LEC Expansion Project Architectural Services

**EXECUTIVE SUMMARY:** Woodbury County intends to retain professional Architectural services related to a possible Expansion of the Woodbury County LEC.

**BACKGROUND:** RFQ's submissions have been sought & interviews conducted to retain professional design services for the Woodbury County Law Enforcement Center -Jail Renovation & expansion project. Three firms were interviewed in a detailed evaluation process. Please reference LEC Expansion Committee letter to the Board of Supervisors.

**FINANCIAL IMPACT:**

**RECOMMENDATION:** Woodbury County Building Services Department requests Board of Supervisor's proceed on and designate CBMA as LEC Expansion Project Architect.

**ACTION REQUIRED / PROPOSED MOTION:** Motion to designate Cannon, Moss, Brygger Architects for the LEC Expansion Project.

Woodbury County LEC

Request for Qualifications

Instructions to Interviewers

1. Each Architectural Team has been given 45 minutes for our interview and it will be split as follows:
  - 30 Minutes for a Presentation by the Architects to our group. They choose their own format of delivery. Each of you should have had a copy of their written proposal.
  - 15 Minutes for questions and answers. Each of you is a critical part of this team. This is the time for you to ask any questions you wish. It can be for clarification of statements in their presentation, their RFQ response package or in their fee proposal. After this portion the Architects will be dismissed.

(15 Minutes open discussion within our group will follow each interview)

2. Evaluation forms:
  - You will each be given an evaluation form with Sections A thru F. The RFQ we published had an Evaluation Criteria with a percentage applicable to each section. We have given each Section questions in proportion to the sections total value. As an example. Section A has a value of 35% so we included 3 questions. Section B has a value of 20% so we included 2 questions. All the other sections have a value of 15% or 10% and they each have 1 question. Your task individually is to rank each Architect in the Rating line under the questions from 1 to 10 with 10 being the best score.
  - Sections D and F will be primarily evaluated based on the references that have been assigned for follow up. If time allows, we will try to get a report on the references from our team for each of the references they called. If we need more time, it may be necessary to do so at the end of all interviews or schedule a review meeting.
  - Each of the following organizations will turn in one final Evaluation Form. It will be your organization's responsibility to poll its interviewers and to concur on a final evaluation for each Ranking. The final Evaluation Form should be turned in to Heather at the Board of Supervisors office by the end of this week and the results will be input into an electronic spread sheet for averaging the scores.

Board of Supervisors

Building Services

Sheriff's Department

Taxpayers Research Council

Baker Group

- The final tally will be handed over to the Chairman of the Board of Supervisors and passed on to the final Board for further action.

LEC Expansion Committee Members,

The County would like to contact references that were provided in the RFQ submissions.

Since we have a limited time to complete this I am asking that each of the committee groups make contact with these references prior to our meeting on Wednesday morning.

To streamline the process I have assigned references to each committee group. I would ask that each of you immediately touch base with on another & assign one individual within your group as lead person to ensure that contact is made to each reference & then compile that information to present to the rest of the committee for review & discussion on Wednesday.

Thanks,

**Group/ Reference Contacts as follows:**

**Board of Supervisors-**

CBMA- Reference Contact-

Mark Monson  
MRHD  
Sioux City, Iowa  
712-737-2280

M+- Reference Contact-

Tony Boyd, County Manager  
Cibola County  
505-234-3300

RML- Reference Contact-

Pete Groetken  
City of Sioux City  
712-277-2077 or 712-898-4545

**Building Services-**

M+- Pam Nicosin, Facilities Mangt. Div.

State of New Mexico  
505-795-1296

**Sheriff's Department-**

CBMA- Reference Contact-

Brian Marks, Sheriff  
Cloud County LEC  
Concordia, Kansas  
785-243-3636

M+- Reference Contact-

Skip Perley

CEO, Tec-Corp  
Sioux City, Iowa  
712-252-4221

RML- Reference Contact-  
Woodbury County Jail  
Lynette Phillips  
712-279-6040

**Taxpayers Research Council-**

CBMA- Reference Contact-  
Glenn Boyer, Sheriff  
Jefferson County Dorm  
Hillsboro, Missouri  
636-797-5000

M+- Reference Contact-  
John Baker, President  
Suter Services  
Sioux City, Iowa  
712-252-3007

RML - Reference Contact  
Siouxland Historical Railroad  
Larry Obermeyer  
Sioux City, Iowa  
712-276-6432

**The Baker Group-**

CBMA- Reference Contact-  
Jerry Mckernan, Commissioner  
Doniphan County Jail  
Troy, Kansas  
816-797-7350

M+- Reference Contact-  
Beth Grigsby, VP Briar Cliff Univ.  
Sioux City, Iowa  
712-279-5504

RML- Davenport Companies  
Jim Johnson  
Sioux city, Iowa  
712-277-2002

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REC**

Date: February 26, 2016

Weekly Agenda Date: March 1, 2016

DEPARTMENT HEAD / CITIZEN: <u>Supervisor Jeremy Taylor</u>		
SUBJECT: <b>Chairman's Report</b>		
<b>ACTION REQUIRED:</b>		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input checked="" type="checkbox"/>	Attachments <input type="checkbox"/>

**WORDING FOR AGENDA ITEM:** Chairman's Report

**EXECUTIVE SUMMARY:** There are several items that have taken my attention throughout the week. In an effort to keep fellow supervisors as informed as possible, these are some changes, decisions, and/or happenings that have taken place throughout the week.

**BACKGROUND:**

**a. Clerk of Courts move and LEC Expansion Committee**

On Monday, January 4, Leesa McNeil, Court Administrator, sent an attached memo to the Board that asked for consideration to consolidate the clerk officers into the courthouse. Listed in the memo were the following reasons some of which were also generated by subsequent discussions.

***Clerk of Courts and Judicial Branch Positives***

1. **having all clerk staff in the secured Woodbury County Courthouse;**
2. **providing for operational efficiencies;**
3. **keeps within the best financial practices as identified by an audit with the consolidation**

***Woodbury County Board of Supervisors Positives***

From the Woodbury County Board of Supervisors perspective, any time that we can enhance efficiencies, maximize customer service, and support operations of our various departments and elected officials, we ought to do so. Furthermore, at a very minimal cost if any at all, **the taxpayer is not impacted because the ultimate funding source is from the Judicial Branch in order to support their services.**

### ***Sheriff's Office Positives***

In discussions with the Sheriff's Office and as a member of the Law Enforcement Center Expansion Committee, I was excited about the prospect—as is the Sheriff's Office—about freeing up precious space in an LEC with a jail at maximum capacity. This can be utilized in the future for several areas:

- The Weekender's Program currently at a deteriorating Prairie Hills Facility
- Potential Space for "24/7" or a Minimum Offender DWI Program
- Small training area currently at a deteriorating Prairie Hills Facility
- Re-location of non-inmate-holding areas that would be an opportunity to expand within the LEC

### ***The Process in Informing Supervisors***

To me, this is an exciting and another creative approach to stretching taxpayer dollars, enhancing public safety, and getting better consolidation of services within county government.

I believed that it was important to make sure all supervisors had maximum access to this information to make a good decision and to involve potentially affected stakeholders such as Auditor Pat Gill and Treasurer Mike Clayton.

In order to gain consensus and maximize the information given to elected officials, I asked for Leesa McNeil to arrange a meeting with Chief Judge Duane E. Hoffmeyer, Supervisor Matthew Ung, Amy Berntson (Clerk of Court), and myself. We toured for over an hour in looking at the current space, the access to current files that would potentially remain in the Law Enforcement Center, and the 8 to 14 modular work stations that would need space over in the Courthouse. After digesting the information, asking pointed questions, and understanding the needs that would take place for space in the Courthouse, I asked if separately the group would share the exact same information with Supervisors Jackie Smith and Larry Clausen, and then Supervisor Mark Monson and Building Services Director Kenny Schmitz. My understanding is that this has taken place.

### ***The Process in Informing Affected Space in Courthouse***

Last Tuesday, I asked for Judge Hoffmeyer, Leesa McNeil, Amy Berntson, Auditor Pat Gill, and Treasurer Mike Clayton to meet. Possible ideas for re-location included the basement of the courthouse and the Treasurer's Office. Fifteen minutes into the meeting, Mike Clayton surprised the group by saying, "I will move to Trosper Hoyt." Consolidating the Treasurer's Office and the Department of Motor Vehicle moves everyone likewise under one roof, allows for eventual cross-training through attrition (potential), and it is something that will better their department. Today, Mike continued to tell me, "I'd like to see us all under one roof anyway." There are minimal costs to this as well as the current work stations will work and he has been in touch with our Building Services Director. Some slight modification to a breakroom, wiring of CAT 5, etc. may be a minimal cost. I had not shared this publicly until now because Mike wanted a chance to visit with his personnel personally before anything happened. He now feels comfortable with me doing so.

I believe these developments are the product of thoughtful planning, great cooperation, and fortuitous timing.



### ***Where We Go From Here***

I am asking for the LEC Expansion Committee to convene a meeting on March 1, 2016, to include many who have had some conversations but also provide a more formalized dialogue in which members of the media and the Taxpayers Research Conference or public could hear the discussion. My goal is then to provide this as an Information Item under the Chairman's Report at our evening meeting on March 1, 2016.

### ***b. CBM Kitchen and Courthouse discussion***

I have talked to Shane Sejnoha from CBM and Donny Armstrong with Courthouse Security about CBM utilizing the basement kitchen. My goal is in the discovery process as they have recently worked out an 8-10 year amortization schedule with another jail in doing something very similar. The original cost of adding \$0.25 per plate was if we did not provide any kitchen at all. However, we want to know what the cost would be if we did since we have the space, some semblance of a kitchen, and we believe we can overcome some of the challenges of delivery trucks/security, etc. Shane will work in the next 2 weeks in order to get figures and walk the area. I will provide these figures to both the Board of Supervisors and LEC Expansion Committee.

### ***c. (24/7) Lobbying Legislature Letter***

I believe that we can step up our lobbying efforts by having a letter from the following entities to not only local legislators but also to leaders within both chambers as regards 24/7. My goal would be to see if we can have independent letters from the Sheriff's Office, County Attorney's Office, Board of Supervisors, the Taxpayers Research Conference, and perhaps even our business and labor leaders respectively. I would then like to follow up with arranging some conference calls on the issue.

### ***d. Budget AAR***

The following After Action Review took place in our department head meeting concerning the Budget:

#### ***SUSTAINS: Things we need to "keep doing"***

1. Advanced notice of deadline dates.
2. Splitting budgets into 3 areas: operating, improvements, CIP
3. Including levy rate figures and impacts to the budget based on reductions and/or improvements
4. Communicating the total budget picture
5. Starting earlier gave more discussion
6. Capital Improvement Projects (proactive vs. reactive)

#### ***IMPROVES: Things we need to do better***

1. Plug in systematic or "sinking fund" (emergency services, vehicles) that are regular items so that the budget does not fluctuate to such variations.

2. Provide accountability after the improvement requests. In short, we made justifications for getting something but data can now prove at a later date the need was justified or took care of a problem (or didn't to as great a degree as was anticipated).
3. GFOA has an award for transparency of the budget process but we would need to prepare documents in order to show that we are documenting the recommended steps.
4. Being able to interact on changes is necessary, e.g. secondary roads may have fluctuations and need to come back to the Board or those who are 4.5 months into FY may have some changes since submitting the budget earlier.
5. Having a more finite level of detail and better coding budget items is key, e.g. "Buildings" and Building Services doesn't say as much or utilization of pop-up windows or detailed descriptions will help everyone know exactly what budgeted items are being discussed.

**e. Department Head meeting discussion**

Karen will have distributed meeting minutes by Monday and last week you received the PowerPoint presentation that we discussed. Please let us know if there are questions.

**f. Committee listing updates with Board Administration and IT**

Karen James, Heather Satterwhite, and WCICC folks have been working hard to improve committee presentation process. This will be an update of how it looks.

**FINANCIAL IMPACT:** None at this time.

**RECOMMENDATION:** Receive all "Information Items"

**ACTION REQUIRED:** None

## **March 1, 2016 — MEETING OF THE LEC EXPANSION COMMITTEE**

The LEC Expansion Committee met on Wednesday, February 10, 2016 at 7:30 a.m. Members present were Supervisors Mark Monson and Jeremy Taylor, Sheriff Dave Drew, Major Todd Wieck, Lieutenant Todd Harlow, Building Services Director Kenny Schmitz, Taxpayers Research Council Representative Taylor Goodvin.

Others present were Patrick Gill, Auditor/Clerk to the Board, Michael Clayton, Woodbury County Treasurer, Chief Judge Duane Hoffmeyer, Leesa McNeil, District Court Administrator and Amy Bernston, Clerk of Court.

The Committee discussed a proposal from District Court Administration to consolidate the Clerk of Courts offices into the Courthouse.

Leesa McNeil presented a proposal involving the move of the Clerk of Courts personnel and office equipment from the Law Enforcement Center to the Courthouse and the funding available from the state to support the move. Amy Bernston and Judge Hoffmeyer supported the proposal.

Sheriff Drew discussed the possibility of a 24/7 program and other space needs for the performance of his duties in the Law Enforcement Center. Todd Wieck also discussed the space needs in the Law Enforcement Center.

Treasurer Mike Clayton discussed the possibility of moving the Treasurer office staff to the Trosper Hoyt building and sharing the space currently occupied by the Department of Motor Vehicle.

There being no further business before the Committee, the meeting was adjourned.

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REC**

Date: March 10<sup>th</sup>, 2016

Weekly Agenda Date: March 15<sup>th</sup>, 2016

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

SUBJECT: LEC Expansion Project

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**WORDING FOR AGENDA ITEM:** LEC Jail Expansion Project schematic design approval of funding and CMBA letter of proposal

**EXECUTIVE SUMMARY:** In an effort to determine construction costs of a possible jail expansion it is necessary to complete preliminary project schematic designs.

**BACKGROUND:** As the Prairie Hills Old County Home detention facility has reached well beyond useful life expectancy, alternative options are being vetted to find reasonable service's replacements for the functions there. CMBA Architects chosen as lead Architect for the possible project has provided a total proposed fee as requested. The total proposed fee would not be expended if after the schematic design phase it was determined that the project is not viable.

**FINANCIAL IMPACT:** Total CMBA Fee \$101,750.00 plus Reimbursable Expenses not to exceed \$3,500.  
Schematic Design- \$20,350.00

**RECOMMENDATION:** Building Services recommends completing Schematic Design of an LEC Jail Expansion which is ultimately the first step required to determine potential costs.

**ACTION REQUIRED / PROPOSED MOTION:** Motion to Approve Schematic Design of \$20,350.00.



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302 JONES STREET, SUITE 200 • SIOUX CITY, IA 51101 • (712) 274-2933

**Woodbury County Board of Supervisors**  
**Woodbury County LEC Jail Expansion**  
**03/09/2016**

**PROJECT DESCRIPTION SUMMARY OF SERVICES**

The project consists of providing the Plans and Specifications to renovate the Open Exercise Area into a fully operational Jail Facility that best fits the needs of Woodbury County and their detention capability. This project will include, but is not limited to, enclosing the area with a properly secured roofing system, expanding the electronic door access and monitoring system, addressing egress issues and needs, expansion of life safety systems (i.e. fire alarm and sprinkler systems), plumbing systems, HVAC systems, electrical systems, and should comply with all appropriate building codes both state and local. Prior to construction, all plans will be submitted and approved by the State Fire Marshal and Department of Corrections.

**BUDGETED CONSTRUCTION COST**

For this project, Woodbury County has budgeted \$925,000 for the Construction Cost. Total Project Cost shall not exceed \$1,200,000 including all expenses.

**PROPOSED CONTRACT FOR SERVICES**

For this project, we would agree to use an AIA Document B132-2009 Standard Form of Contract Between Owner & Architect, Construction Manager as Advisor Edition.

**BASIC SERVICES**

Basic Services are defined as:

Architectural Services, Structural Engineering, Mechanical Engineering, and Electrical Engineering. CMBA is providing Technology & Security Design in our Basic Services also.

**ADDITIONAL SERVICES**

Additional Services that could be included on this project (list is not all inclusive):

Civil Engineering, Landscape Design, Extensive Computer Modeling, Detailed Cost Estimating, LEED Certification, Furniture Fixtures & Equipment (FFE).

**PROJECT SPECIFICS**

For this project, we would propose the following Professional Fee Structure:

<b>Assumed Cost of Construction:</b>	<b>\$925,000</b>
<b>Proposed Fee Percentage for Basic Services</b>	<b>11.0%</b>

The fee will be billed monthly at estimated levels of completion.

The fee will be distributed among the following phases:

SCHEMATIC DESIGN	20%	\$ 20,350.00	<i>Initial Phase – For Approval 3/15</i>
DESIGN DEVELOPMENT	20%	\$ 20,350.00	<i>Must receive approval to proceed</i>
CONTRACT DOCUMENTS	30%	\$ 30,525.00	<i>Must receive approval to proceed</i>
BID/NEGOTIATIONS	7%	\$ 7,123.00	<i>Must receive approval to proceed</i>
CONTRACT ADMINISTRATION	23%	\$ 23,402.00	<i>Must receive approval to proceed</i>
<b>Total Proposed Fee</b>		<b>\$101,750.00</b>	

This is based on the County a Construction Manager – Advisor with multiple contract categories for construction.

**CMBA and our consultants will not proceed beyond Schematic Design for this project until given approval by the Woodbury County Board of Supervisors.**

#### CONSULTANTS (BY CMBA)

Jail Consultant – Goldberg Group Architects  
Structural Engineering – CMBA  
Mechanical & Electrical Engineering – Alvine Engineering  
Technology & Security Design – Alvine Engineering

#### ADDITIONAL SERVICES POTENTIALLY NEEDED

These services would be included in CMBA's contract if desired by the County. Additional Services would be billed hourly with the City's approval. If it is determined that extensive assistance is needed by a CMBA consultant, a fee proposal will be provided for approval.

Civil Engineering  
Landscape Architecture  
Furniture, Fixtures, & Equipment Consultant (FF&E)  
Detailed Cost Estimates  
Computer Modeling

#### REIMBURSABLE EXPENSES

Reimbursable expenses are defined in standard AIA agreements. They include items such as: travel, mileage (current IRS rate), additional renderings, fire marshal fees, and electronic plans services (i.e. Submittal Exchange). CMBA does not markup our own reimbursables, but our standard markup on consultants' reimbursables are 1.1 X Cost.

CMBA assumes that the coordination of the final printing and distribution of bid documents will be done by the Construction Manager – Advisor. CMBA has not included the cost of this printing in the budget below.

#### REIMBURSABLE EXPENSE BUDGET

For this project, we would propose a Reimbursable Expense budget **Not to Exceed \$3,500.00.**

TERMS & CONDITIONS

Invoices will be sent on a monthly basis with payments due within 30 days of the invoice date. Invoices outstanding past 30 days will accrue interest at a rate of one and half percent (1.5%) per month.

Limitation of Liability: Neither the Architect, the Architect's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner or any other person in excess of either the compensation to be paid pursuant to this agreement or One Million and No/100 Dollars (\$1,000,000.00), whichever is greater, for any claim arising out of or relating to any act or omission, including but not limited to breach of contract or negligence, except that this limitation shall not apply only to claims based on gross negligence or willful misconduct. This shall be the sole and exclusive remedy for any such acts or omissions and is in lieu of all other remedies. The Architect and the Owner acknowledge that this limitation of liability constitutes their negotiated allocation of risk of loss and that enforcement of this limitation is necessary to protect the parties' contractual expectations.

If you are in agreement with this proposal, please print, sign, and return one original of this letter to CMBA. Retain a second signed copy for your records.

CMBA thanks you for this opportunity and we look forward to working with you. If you have any questions, please call me at 712.274.2933.

Sincerely,



Brian N. Crichton, AIA  
President/CEO

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Printed Name/Title

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RI**

Date: April 13, 2016

Weekly Agenda Date: April 19, 2016

DEPARTMENT HEAD / CITIZEN: <u>Supervisor Jeremy Taylor</u>		
SUBJECT: <b>Chairman's Report</b>		
<b>ACTION REQUIRED:</b>		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input checked="" type="checkbox"/>	Attachments <input type="checkbox"/>

**WORDING FOR AGENDA ITEM:** Chairman's Report

**EXECUTIVE SUMMARY:** In order to keep the Board as fully informed as possible on the weekly happenings, this will act as a summation of day-to-day operational decisions in a public forum.

**BACKGROUND:** The Board will be kept apprised of the following:

14. Chairman's Report Information
- a. LEC Expansion Activities
  - b. Rural Economic Development Committee, April 26
  - c. Correctionville Meeting, April 18
  - d. Emergency Courthouse Window Repair (see attached letter)
  - e. Energy CAP Update: Read Access and Eventual Energy Goal: Energy Star, -15%
  - f. Department Head Meeting Agenda Items

*a. LEC Expansion Activities.* Kenny Schmitz, Building Services Director, and Shane Albrecht will give us an overview of next steps for the committee including the plans for CMBA to move forward with project design.

*b. Rural Economic Development Committee.* I am calling a meeting of the Rural Economic Development Committee for April 26 from 1-2 pm. (see attached e-mail from David Gleiser to committee concerning topics of interest).

*c. Correctionville April 18 from 7:00-8:30 p.m.* We will present an overview of some things that are "happening" in the County, e.g. CF and AGP expansion; Highway 20; Budget and Taxes; and a couple of potential issues of study—Rural Econ Development and LEC Expansion—in addition to road plans. This



will also be an opportunity to explain some core functions along with an overview of services and provide a listening post for rural residents.

*d. Emergency Courthouse Window Repair.* Please see attached letter from CMBA regarding the emergency status of courthouse window repairs.

*e. Energy CAP.* Energy CAP continues to work with Building Services, e.g. see responses from ECAP administration lead. If it is desired that any other supervisor wants "Read Only Access" that could be granted. Furthermore, it would be great to in the future explore energy conservation measures so as to set goals, e.g. reduction of 10-15% in cost avoidance, once we have building automation systems in place. Also, Energy Star benchmarking could catapult this area into being a leader nationally.

*f. Department Head Meeting Agenda Items.* Please see the attached agenda.

**FINANCIAL IMPACT:** None

**ACTION REQUIRED:** None.

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REC**

Date: May 11<sup>th</sup>, 2016

Weekly Agenda Date: May 17<sup>th</sup>, 2016

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Kenny Schmitz, Building Services Director

**WORDING FOR AGENDA ITEM:** Law Enforcement Center Expansion Update

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:** CMBA Architects (Brian Crichton) in conjunction with Goldberg Group Architects (Jail Construction) has vetted the possibility of an LEC expansion located on the LEC 3<sup>rd</sup> level Exercise Area. CMBA will provide findings & recent County updates which may impact or currently change the area of study.

**BACKGROUND:** CMBA Architects was awarded a contract (dated 3/09/2016) to conduct a study, draft plans & specifications to possibly renovate the LEC Open Exercise area to fit needs of the Woodbury County Detention Facility.

**FINANCIAL IMPACT:**

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes \*  No

\*Contract (CMBA dated 3/9/2016) previously approved

**RECOMMENDATION:** Authorize CMBA to redirect original contract focus (3<sup>rd</sup> level Open Exercise Area) to other LEC expansion area possibilities while adhering to all other original contract language.

**ACTION REQUIRED / PROPOSED MOTION:** Motion to approve recommendation

*Approved by Board of Supervisors April 5, 2016.*



CANNON MOSS BRYGGER ARCHITECTS  
302 JONES STREET, SUITE 200 • SIOUX CITY, IA 51101 • (P) 712.274.2933

## PROJECT MEETING MINUTES

PROJECT: Woodbury County Law Enforcement Center Expansion

PROJECT #: SC16118wcj

LOCATION: Sioux City, Iowa

DATE: May 3, 2016

REPORT BY: Brian N. Crichton, AIA

### PRESENT AT MEETING

NAME	REPRESENTING
Mark Monson	Woodbury County Board of Supervisors
Kenny Schmitz	Building Services Director
Dave Drew, Sheriff	Woodbury County Sheriff's Office
Greg, Stallman, Major	Woodbury County Sheriff's Office
Todd Wieck, Major	Woodbury County Sheriff's Office
Lynette Phillips, LT	Woodbury County Jail
Tony Wingert, Capt	Woodbury County Jail
Todd Harlow, LT	Woodbury County Jail
Dave Jorgensen	The Baker Group
Shane Albrecht	The Baker Group
Brian Crichton	CMBA
Brent Koch	CMBA
Bill Murphy	CMBA
Kevin Rost	Goldberg Group Architects
Matt Bethel	Goldberg Group Architects
Gary Lange	Alvine Engineering
Kevin Vander Kolk	Alvine Engineering

### DISCUSSION

8:30AM – 10:00AM *Team Introductions & Project Overview*

#### **"Big Picture" Issues – Concerns/Priorities**

##### Jail & Sheriff's Office

- Existing facility was designed for 90 inmates
- Currently housing 234 inmates
- Lack of sufficient staff to operate facility safely
- Currently 55 staff
- Approx. 40 females on average (8 cells/1 dayroom)
- Existing layout does not allow for necessary classification
- Currently housing 20 inmates for Federal Marshalls
- Approximately \$300,000 to \$350,000 revenue from Fed inmates @ \$55/day
- No program space

- Lack of medical/segregation/ isolation space
- Currently 1 med cell
- Contracted with Mercy Health for med services
- Psych and PA on site 1 day a week
- Lack of PREA compliance
- Prairie Hills needs shut down due to facility conditions
  - Male work release, training room, kitchen, firing range, weight room on this site
  - Kitchen will be moved back into current building under separate contract with CBM Food Service
- Trustees assist in food service
- Laundry – bed linens done off site by Sioux Laundry only jump suites and small misc. done 2x week by trustees
- Lack of space for inmate property
- Lack of storage space in general
- Inmates are out of cell 4:00 a.m. to 9:00 p.m.
- Activity area is in dayrooms with equipment being moved from pod to pod
- Multiple studies done over the years, latest by RML and HDR
- Major issues with Accurate Controls, same in Hamilton County
- ECI is preferred security company
- No longer do n/c visitation
- Securus video visitation in each pod
- Video court appearance in booking area
- HVAC system is very poor

#### County Board of Supervisors & Building Services

- Project goal is to shut down the Prairie Hill facility
- Separate and classify female population
- Move work release back to housing floor
- Total project cost **MUST** be under \$1,200,000
- There will be no bond election for this project
- Future tax revenue from CF Industries (\$2 billion expansion) could generate excess of \$20 million for County

10:15AM – 12:00PM Facility Tour (Jail Staff, Sheriff's Office Admin, Design Team, & Media Members)

- The Design Team was led on a building tour by the Jail Staff and Sheriff's Office Administration.
- Tour was provided showing the process and flow of prisoners through the facility.
- Additional staff spaces and admin areas were toured to understand current space needs in relation to other function areas.
- Upper Rec Space (3<sup>rd</sup> Floor) was toured and preliminarily evaluated for capacity, structural integrity, and connection to current housing floor (2<sup>nd</sup> Floor) for operational support.
- Mechanical & Electrical Engineers were escorted to building infrastructure spaces to investigate the existing equipment and to potentially identify problem areas.
- Work Release space was toured as well to see flow of inmates for this population.

12:00pm – 1:00pm Lunch Break

1:00PM – 2:30PM Design Team Discussion/Evaluation Based on Tour

2:30PM – 3:00PM Out-Brief Wrap-Up Meeting (All members present)

- Option 1 - Renovate Upper Recreation Yard into female housing pods
  - a. Initial Thoughts
    1. Elevator does not currently go to this level – Elevator shaft extension and updated elevator cab/controls needed
    2. Connectivity and egress issues to stair towers – Additional structure needed to provide corridor access to stair towers
    3. Current structural issues with existing concrete masonry walls (cmu walls) – Existing 4" cmu facing shows signs of fatigue and cracking due to water infiltration/movement
    4. **Preliminary Evaluation** – Building Structure cannot support additional weight for typical jail cell construction using cmu walls or possibly even steel walls. Limited layout of walls due to strength issue may hamper housing layout options.
    5. Electrical system has capacity to support potential housing on this level.
    6. Mechanical system assumed to be "stand-alone" system separate from existing HVAC system.
    7. Plumbing connections could be challenging with work needed on 2<sup>nd</sup> floor in current housing pods.
    8. Proposed location creates additional staffing issues with remote location and additional staff needed to monitor inmates as required by current jail standards.
  
- Potential Alternative Options Discussed:
  - a. Existing County Clerk's space (First Floor) will be vacated as they are moving into the courthouse.
    1. Exact space available will need to be determined by Building Services. Part of the space may be needed for file storage.
    2. Jail Administration could relocate to this area and create housing opportunity on Second Floor.
  
- Next Steps
  - a. Design Team to prepare concepts for discussion at next meeting
  - b. Next Meeting – May 17, 2016 at 9:30am.

End of Meeting Minutes



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WOODBURY COUNTY LAW ENFORCEMENT CENTER EXPANSION  
 PROJECT TEAM MEETING MINUTES

DATE: 05/17/16

LOCATION: WOODBURY COUNTY LEC  
 NORTH TRAINING ROOM

IN ATTENDANCE

<input type="checkbox"/>	Jeremy Taylor	Woodbury County Board of Supervisors
<input checked="" type="checkbox"/>	Mark Monson	Woodbury County Board of Supervisors
<input checked="" type="checkbox"/>	Kenny Schmitz	Building Services Director
<input checked="" type="checkbox"/>	Dave Drew, Sheriff	Woodbury County Sheriff's Office
<input checked="" type="checkbox"/>	Greg, Stallman, Major	Woodbury County Sheriff's Office
<input checked="" type="checkbox"/>	Todd Wieck, Major	Woodbury County Sheriff's Office
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<input checked="" type="checkbox"/>	Dave Jorgensen	The Baker Group
<input type="checkbox"/>	Shane Albrecht	The Baker Group
<input checked="" type="checkbox"/>	Brian Crichton	CMBA
<input checked="" type="checkbox"/>	Brent Koch	CMBA
<input checked="" type="checkbox"/>	Bill Murphy	CMBA
<input checked="" type="checkbox"/>	Larry Goldberg	Goldberg Group Architects
<input checked="" type="checkbox"/>	Kevin Rost	Goldberg Group Architects
<input type="checkbox"/>	Matt Bethel	Goldberg Group Architects
<input checked="" type="checkbox"/>	Gary Lange	Alvine Engineering
<input type="checkbox"/>	Kevin Vander Kolk	Alvine Engineering

II. MEETING SCHEDULE

A. 9:30AM – 11:30AM *Project Review*

a. Outdoor Rec Yard Level

i. Review of Structural, Operational Staffing & Security issues with housing on Upper Level

1. CMBA provided more information regarding the structural capacity and condition of the structural system in this area. The existing floor system has structural capacity but any potential wall layout will be restricted to above the main concrete beam below.
2. CMBA also reviewed the existing masonry wall construction of the Outdoor Rec Yard. The walls are showing effects of structural deflection which has occurred over the past 30 years. This presents itself as cracks in the 4" cmu wall veneer. The cracks have potentially allowed water to penetrate the walls causing leaking below in the cell block areas.

3. CMBA provided information regarding additional construction needed on the south roof portion to allow for egress connections and the extension of the elevator shaft. The existing roof construction would need reinforcing to support this wall/roof construction.
4. Goldberg Group Architects discussed the operational and security impacts of additional housing at this level.

b. Housing Alternatives

i. Review of possible 2<sup>nd</sup> Floor Area

1. CMBA/Goldberg quickly looked at space on 2<sup>nd</sup> floor currently used by the Jail Administration Staff. This space may be available for housing should the office area be relocated to 1<sup>st</sup> Floor in the vacated Clerk's area. An in-depth study was not performed on the 2<sup>nd</sup> floor space, but initial indications show this space would be adequate for additional housing.

c. Additional Areas for Consideration

i. 1st Floor Jail Administration

1. CMBA/Goldberg quickly looked at space on 1<sup>st</sup> floor to see if there would be adequate space for the Jail Administration Offices. The overall space vacated by the Clerk's office is adequate to house this office function. More in-depth study will be needed to determine the exact layout needed and if there would be additional space remaining for other potential uses. CMBA/Goldberg will need approval by the Board of Supervisors to allow for this study.

d. General Project Questions/Concern Areas

- i. There were a few questions regarding existing 2<sup>nd</sup> floor space that will be impacted by a potential housing area. The specific spaces will be reviewed with the Jail Staff as the process continues, upon approval from the Board of Supervisors.

B. Next Steps

a. Overall Project Schedule

- i. To be determined following the Board of Supervisors update this evening.

b. Next Meeting Date

- i. To be determined following the Board of Supervisors update this evening.

Chairman's Report

**A. AG EXPO CENTER**

***City and County with The Siouxland Initiative***

Overall, this was a great discussion. We have reached out on three separate occasions now to learn more as we reach across the alley. The conversation was cordial, free-spirited, and helpful to learn their perspective. We appreciated all partners in the room being on the same page and wanted to assure that no matter what the decision, going forward we all want economic development and growth while being careful stewards of tax dollars.

***Tax-Exempt Pass Through Loan***

We discussed possible options for a pass-through loan, which could help with financing. I asked Dennis Butler to explore this. For a 501c3 in which we act as the pass-through, the rate would be 3% for the first 5 years on a 10 year and adjustable from 5-10 years. For a 15 year loan, 3.5% for the first 5 years, and adjustable from 5-10 and 10-15 years. Fixed rate would be 3.5% for 10 years or 4.25% for 15 years. These are bank-qualified loans of up to \$6.25 million and if it was the 501c3 who took this loan out passed through by the County would not hold the County ultimately liable.

***Tax Increment Financing (TIF) Use vs. Other Sources, e.g. Gaming Revenue***

The City of Sioux City's attorney has not formally reviewed but they believe this is forthcoming. While there is interest in this possibility, they would need to feel comfortable with the mechanics of how this was done as shared by the County's bonding attorney. I am personally hesitant on this approach but believe an all-avenues-should-be-explored approach is a good one. There was discussion on whether a fund allocation over a period of years would be appropriate *should* the County ultimately participate because of interest costs.

***WITCC Partnership***

There was discussion concerning WITCC and their level of involvement. Our understanding is that this will be going before their Board. I expressed that it would be good to see this both in terms of contribution and on paper regarding expressed interest.

***Management and Operations / Risk***

It was agreed that the hiring, training, and an incentive-based management group would need to be responsible rather than a City staff function. It would be less preferable for the County to be a part of a management Board with organizational oversight as in a governance Board or 28E agreement. The County did not do that historically with the Tyson Events Center or other projects within Sioux City. We would like to see where this is at as it develops to ensure up-front that a proven track record will be able to (with foresight and good organization) lead this into the future and beyond. It was also understood that the County does not want to share operational / risk liabilities but instead potentially contribute to a project that with exercised due diligence, we feel comfortable helping to get started but not managing long-term.



### ***Kirkwood College***

This was referenced by Gene Lehman, Dennis Gann, and Marty Dougherty as a model prospect. A link to the site is here: <http://www.iowaquestrian.com/home>

### ***State of Iowa***

The State of Iowa IEDA \$13.9 million for the reinvestment district (\$70-72 million), which is based on sales tax capture, functions much like a "sales tax TIF." This would help private sector fundraising which is approximately \$1.5 million. The finalized application is in to the State and currently includes the Warrior/Davidson buildings though there is not surety as to whether this will come to fruition. An amended application could make the "footprint" of the Ag Expo Center site bigger once again while keeping to the 25-acre limit. The economic development to the area was sizable making this a potential attractive investment.

### ***Future Meeting***

We will meet back within the next 2 weeks to discuss legal counsel concerning TIF, tax-exempt pass-through loan possibilities, and any new developments. We would expect a presentation in a public meeting in the future at which time the County would need to make a decision whether or not to participate and if so, at what level.

### **B. LEC Expansion 6-2-2016**

Supervisor Monson and I learned some more developments from Larry Goldberg, which were intriguing. A schematic design with appropriate line-of-sight, compliant with ACA and State of Iowa standards for minimum square footage, and integrated showers was shown to us. Several handicapped cells with a total of 32 inmates is what is currently programmed. The modular cells could actually be unbolted and moved at a future date, and we discussed some financing options wherein with a government lease these can actually be financed with a \$1 option to buy out. There are financing RFP options that could be utilized.

We expect within the next 2-3 weeks that there will be a presentation before the Board but things are generally looking auspicious. The architect, CMBA, Baker, our Building Services Director, and Sheriff's Office continue to dialogue in a way that we believe is helpful to the ultimate goal, which was answered during our hour-long meeting: should the County be able to complete this project, the costly Prairie Hills facility could be closed so that taxpayers would not have to absorb the same cost (\$1.2 million) in utilities/repairs and have nothing to show for it. We will continue to monitor, but the Board should expect a response in the next 2-3 weeks.

### **C. Board Administration Modernization and Treasurer's Move**

Karen and Heather in the Board office will move out June 8 to the 8<sup>th</sup> floor temporarily while June 9-17 product, furniture, cubicle installation and the like are being installed. Monitor placement and

technology upgrades will happen during that time as well. The following week (after June 15), we will look for audio-sound upgrades for Kingsbury Electronics.

Great credit to Kenny Schmitz, John Malloy, and their respective teams for the hard work, work-arounds, and flexibility in moving from the Treasurer's Office to Trosper Hoyt. Treasurer Mike Clayton expressed his appreciation to them and Cc'd me in on that.

#### **D. Tri View Facility**

We will be looking to respond to a request from the Woodbury County Commission of Veterans Affairs regarding the addition of a new service officer. I have been in contact with the CEO of the Region to garner input on a couple of space options I am offering under day-to-day operations in order to be able to meet the needs of our veterans.

# **\*A G E N D A\***

## **LEC EXPANSION COMMITTEE MEETING**

**TUESDAY, JULY 19, 2016**

## **FIRST FLOOR BOARD OF SUPERVISORS MEETING ROOM**

**2:45 p.m. – 4:00 p.m.**

Current Schematic Design of June 22, 2016, Discussion--CMBA, Goldberg, Baker Group,  
Building Services

Viability of Moving Forward Under \$1.2 Million

Other Considerations: Kitchen, Old Clerk of Courts Area

Legal Review of Project

Sheriff's Perspective

Board of Supervisors Perspective and Recommendation

Next Steps Forward

## **ADJOURNMENT**

- *Subject to Additions/Deletions*

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE**

#13b

Date: 7/28/2016

Weekly Agenda Date: 8/2/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: K. Schmitz / Supervisor Taylor

**WORDING FOR AGENDA ITEM:**

Approve the Closure of Prairie Hills with Subsequent Move of Kitchen to LEC

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The Law Enforcement Expansion Committee has through the course of several months' study looked at every way in order to responsibly and efficiently expand the Law Enforcement Center from the presupposition that there is simply a better way to do business than keeping the dilapidated Prairie Hills open or conversely build a new \$20 million jail subject to an understandably unpopular voter referendum. In order to demonstrate the work that supervisors, law enforcement officials, building services, and outside organizations have done, I created a compendium of over 50 pages of material that has been the product of careful deliberation, hard conversation, creative alternative, and the best architectural and design minds.

**BACKGROUND:**

It should be noted that there are currently no alternative programs that are truly being utilized here. The kitchen move with CBM should happen as soon as contractual obligations are worked—as we have said and is reason and evidence of our move irrespective of the LEC Expansion—because such a movement just makes good sense. This will put all functions under one roof at the LEC, help replace kitchen equipment, and provide CBM a home base within hundreds of feet rather than the travel and transport expense.

-We have learned that in working out the contract, the ordering of kitchen equipment, and any necessary modifications that the earliest and most aggressive timeline would be December 1 according to Building Services. Additionally, while not housing work release, there are some Clerk of Courts materials, kitchen materials, a weight room, training area, and some storage as well that Building Services would need time to move. Therefore, I would propose that we proceed as follows:

-The motion is to signal the eventual close of Prairie Hills with the goal of turning off the wasteful utilities completely by July 1, 2017.  
-This can be accomplished in stages in order to save the most amount of money during this next heating and subsequent cooling season while helping to support law enforcement that currently utilizes this for training purposes.

-The timeline would be contingent upon the following: substantial completion of kitchen renovation to the LEC (hopefully in December), necessary materials being moved from Clerk of Courts and Sheriff's Office to secure and safe locations. The intention would be to valve off the older portion of the building from the newer portion in which during this last heating season, the training and weight room areas could still be utilized. It will not be the intention of Woodbury County to make emergency repairs to the boiler system or domestic hot water system, which would impact this timeline. Additionally, it is the intention not to utilize the chiller for next cooling season past March but to sell it in accordance with all applicable laws.

-There are some functions within Prairie Hills that we should also look to helping repurpose including the training, K-9 area, and weight room. I believe it should be a good faith effort to utilize this time over the next few months to see the most efficient, serviceable, and economical way to meet the needs of the Sheriff's Office in this respect for the long-term. Some nascent ideas have been the construction of a simple building that could house training. Additional ideas can include looking at what Blackhawk County has done in a 70 x 112 ft building, revenue generation through the hosting of law enforcement training, public-private funding, revenue from the sale of the chiller, and monies not expended in the LEC Expansion.

**FINANCIAL IMPACT:**

Additional up to \$0.06 per meal cost of amortized kitchen equipment at a cost of up to \$125,000 paid for over 10 years' time.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

Approve the closure of Prairie Hills based on several contingencies and move the kitchen currently housed there to the Law Enforcement Center.

**ACTION REQUIRED / PROPOSED MOTION:**

Approve the closure of Prairie Hills based on several contingencies and move the kitchen currently housed there to the Law Enforcement Center.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REC

#14

Date: 7-19-16 Weekly Agenda Date: 08-02-16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: MARK MONSON, SUPERVISOR

**WORDING FOR AGENDA ITEM:**

RENTAL OF LARGE CLASSROOM ON 4TH FLOOR OF TROSPER- HOYT TO DHS (DES MOINES)  
FOR TARGETED CASE MANAGEMENT

**ACTION REQUIRED:**

- Approve Ordinance       Approve Resolution       Approve Motion   
Give Direction       Other: Informational       Attachments

**EXECUTIVE SUMMARY:**

DHS out of Des Moines wants to rent the large classroom on the forth floor of Trospers-Hoyt to expand case managers to 10 or 12 people.

**BACKGROUND:**

DHS currently rents space on 3rd floor. They will be doubling their case managers and want to stay in Trospers-Hoyt because they have a State server in that building.

**FINANCIAL IMPACT:**

Income to the County at a rate the same as the 3rd floor.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes       No

**RECOMMENDATION:**

The Board needs to direct the Assistant County Attorney to work with the DHS person to come up with an agreement.

**ACTION REQUIRED / PROPOSED MOTION:**

Direct the Assistant County Attorney to proceed.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S)

#15a

Date: 7/29/2016 Weekly Agenda Date: 8/2/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Taylor

**WORDING FOR AGENDA ITEM:**

Approval to expend money for live-streaming to KES for Board of Supervisors Meeting Room

**ACTION REQUIRED:**

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Give Direction
- Other: Informational
- Attachments

**EXECUTIVE SUMMARY:**

Receive and approve quote for purchase of equipment to facilitate YouTube Live streaming of Board Meetings.

**BACKGROUND:**

Board of Supervisors weekly meetings have been available to view on YouTube since March of 2013. Without the ability to live stream, video of the meetings are posted the following day.

**FINANCIAL IMPACT:**

\$1,315.99

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes  No

**RECOMMENDATION:**

Approve purchase of live streaming equipment, including fees for labor, from KES for \$1,315.99. Equipment: \$999.99, plus labor at \$79/hr (estimated at 4 hrs.)

**ACTION REQUIRED / PROPOSED MOTION:**

Approve motion to purchase live streaming equipment, including fees for labor, from KES for \$1,315.99. Equipment: \$999.99, plus labor at \$79/hr (estimated at 4 hrs.)



**KINGSBURY**  
ELECTRONICS

PHONE 712-293-1494  
FAX 712-293-1495  
EMAIL BRIAN@KESPRODUCTIONS.COM  
WEB WWW.KESPRODUCTIONS.COM

2105 CLARK STREET - SIOUX CITY, IA 51104

Quote: Woodbury County Board of Supervisors - AV Upgrades  
Date: 07/27/16  
Telephone:  
Email: jmalloy@sioux-city.org / jeremytaylor@cableone.net  
Contact: John Malloy / Jeremy Taylor

**Quote Description**

*Device to facilitate YouTube Live streaming of board meetings*  
*Labor to configure device & troubleshoot any issues*  
**\*\*\*Will need Countys YouTube account information at time of set up\*\*\***

Qty	Description	Price Ea	Total
1	Teradek VidiU Pro Stream Capture / Record with YouTube Live support	\$999.99	\$999.99
1	Labor (Estimated at 4 hours total)	\$316.00	\$316.00

Sub-Total	\$1,315.99
Tax Exempt	\$0.00
<b>Total</b>	<b>\$1,315.99</b>



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

#15b

Date: 7/29/2016 Weekly Agenda Date: 8/2/2016

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervisor Taylor

**WORDING FOR AGENDA ITEM:**

Discussion and action on the Employee Appreciation Luncheon for Tuesday, August 23rd, 2016

**ACTION REQUIRED:**

- |  |   |  |
|--|---|--|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/>   | Approve Motion <input checked="" type="checkbox"/> |
| Give Direction <input type="checkbox"/>    | Other: Informational <input type="checkbox"/> | Attachments <input type="checkbox"/>               |

**EXECUTIVE SUMMARY:**

Each year the Board of Supervisors pay for a luncheon for County and State employees to appreciate the work they do for the County.

**BACKGROUND:**

Last year the Board of Supervisors paid \$491.43 for the luncheon. Staff brought the grill, did all the cooking, and participated in the clean-up. Some items were donated like the paper plates, napkins, and utensils.

**FINANCIAL IMPACT:**

Zero impact to County funds as the Board of Supervisors pay for this luncheon themselves.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

See below.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve Tuesday, August 23rd, 2016 for the Employee Appreciation Luncheon.

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

#16

Date: 7/29/16

Weekly Agenda Date: 8/2/16

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Patrick Gill, County Auditor

**WORDING FOR AGENDA ITEM:**

Approve amendment to the Board of Supervisors Bylaws

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

An amendment to the Board's bylaws was requested by the Board Chair to clarify and limit the risk of violating the open meetings law in Iowa.

**BACKGROUND:**

There is an ongoing issue of whether a quorum of Board members can attend committee meetings that are not posted as a meeting of the Board of Supervisors.

**FINANCIAL IMPACT:**

NA

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

**ACTION REQUIRED / PROPOSED MOTION:**

Approve amendment to Board of Supervisors Bylaws.

**BYLAWS  
OF  
THE WOODBURY COUNTY BOARD OF SUPERVISORS**

**ARTICLE I  
Name**

The name of this statutorily created assembly is the Woodbury County Board of Supervisors.

**ARTICLE II  
Purpose**

The purpose of this assembly is to perform the duties of the Board of Supervisors according to the Iowa Code.

**ARTICLE III  
Members**

There are five members of the Woodbury County Board of Supervisors. They are elected at large from Woodbury County, Iowa but with equal-population district residence requirements.

**ARTICLE IV  
Officers**

**Section 1. Officers and Duties.** The officers shall be a Chairperson, a Vice Chairperson and a Clerk to the Board. These officers shall perform the duties as prescribed by Iowa Code, these bylaws and by the parliamentary authority adopted by the Board in descending order.

- a. **Chairperson.** The Chairperson shall preside at all the meetings of the Board during the year. The Chairperson shall make all committee assignments to committees recognized in these bylaws. The Chairperson shall set the tentative agenda for all meetings of the Board. The Chairperson shall oversee the daily operations of county administration while acting within the policies established by the Board. Subject to approval of the Board, the Chairperson shall be authorized, with a Board approved committee form, to establish special purpose committees as needed.
- b. **Vice Chairperson.** The Vice Chairperson shall serve during the absence of the Chairperson and be the presiding officer when the Chairperson participates by electronic means.
- c. **Clerk to the Board.** The Auditor and Recorder or the designee of the Auditor and Recorder shall serve as Clerk to the Board *ex officio*. The Clerk to the Board shall be recognized as the parliamentarian for all meetings of the Board.

**Section 2. Time, Nomination Procedure, Method of Election and Term of Office.** The election of The Chairperson and Vice Chairperson shall occur at the first meeting in each year. Nominations shall be made from the floor and elections shall be by roll call vote. A temporary chair shall be elected to preside over the election of the Chairperson. The Chairperson's term shall begin immediately. The Chairperson shall preside over the election of the Vice Chairperson.

## **ARTICLE V Meetings**

**Section 1. Compliance with Open Meetings Law.** All meetings of the Board shall be scheduled and conducted in compliance with Chapter 21 of the Code of Iowa and other applicable law.

**Section 2. First Meeting.** The Board shall meet on the first day of January which is not a Saturday, Sunday or holiday.

**Section 3. Regular Meetings.** The Board shall hold regular meetings on each Tuesday of the year unless canceled or postponed by a majority of the Board.

**Section 4. Special Meetings.** The Board may hold special meetings from time to time as required to conduct the business of the county. A special meeting may be called by the Chairperson or by the Vice Chairperson in the absence of the Chairperson.

**Section 5. Agenda.** Items to be considered for a meeting shall be submitted in a format prescribed by the Board. All items requested for Board action shall be submitted in the form of a proposed written motion. Any member of the Board may direct the Chairperson to place an information or discussion item on the agenda of a subsequent meeting. The Chairperson shall place an action item on the agenda of a subsequent meeting when directed by a majority of the Board.

**Section 6. Quorum and Consensus.** A quorum and consensus shall consist of three members of the Board. A quorum is required to transact the official business of the County.

**Section 7. Majority Required.** Unless where otherwise provided by law, a majority of the quorum present is required for the adoption of any matter to come before the Board.

**Section 8. Manner of Acting.** Any question to come before the Board shall be in the form of a motion made by a member and shall require a second for consideration. Remarks by members shall be limited to ten minutes unless an extension is granted by a majority of the Board. A member or any other elected official of the county shall address the Chairperson and confine their remarks to the question before the Board and shall be respectful of other elected officials and avoid referencing or questioning the motives of another elected official.

**Section 9. Roll Call Votes.** The Chairperson shall order a roll call vote when requested by a member. The roll shall be called alphabetically except the Chairperson shall be called last. If a member is not ready to vote, the member may pass and shall be called upon again after the roll has been completely called and shall vote or abstain.

**Section 10. Effect of Abstention.** When a member abstains due to a conflict of interest, the vote of the Board shall be computed on the basis of the number of members not disqualified by reason of conflict of interest. However, at least three (3) members eligible to vote are required for a quorum on any matter. Abstentions that are not due to a conflict of interest shall be counted as a "no" vote.

**Section 11. Electronic Participation.** A member of the Board may participate in a meeting by electronic means only in circumstances where participation in person is impossible or impractical. Any member participating electronically shall be connected by a speaker phone, video conference, or other device or software, so that the public can hear any discussion by that member. The vote of any member participating electronically must be made public at the meeting and the minutes of the meeting shall include sufficient information to indicate the vote of each member participating.

## **ARTICLE VI Committees**

**Section 1. Committees Required by Iowa Code.** All Board representation on committees required by the Iowa Code shall be appointed by the Chairperson subject to approval of the Board.

**Section 2. Committees Created by the provisions of Iowa Code Chapter 28E.** All Board representation on committees required by 28E agreements shall be appointed by the Chairperson subject to approval of the Board and the requirements of the 28E agreement.

**Section 3. Committees Created by Agreement.** All Board representation on committees required by agreement shall be appointed by the Chairperson subject to approval of the Board.

**Section 4. Committees Created for Special Purpose.** All Board representation on committees required for a special purpose shall be appointed by the Chairperson subject to approval of the Board.

**Section 5. Attendance at Committees Created Under Article VI.** Attendance by members of the Board at committees created under Article VI of these bylaws shall be limited to those approved by the Board as committee representatives unless the committee meeting has also been posted as a special meeting of the Board of Supervisors.

## **ARTICLE VII Conflicts of Interest**

Except as otherwise provided by law, members shall not have an interest, direct or indirect, in any contract, or job of work, or material, or the profits thereof, or services to be furnished or performed for Woodbury County. Members should avoid any action that would result in, or create the impression of, using public office for private gain, giving preferential treatment to any person, or losing impartiality in conducting county business.

**ARTICLE VIII  
Parliamentary Authority**

The rules contained in the most current edition of Robert's Rules of Order Newly Revised shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with the Iowa Code, these bylaws and any special rules of order that the Board may adopt.

**ARTICLE IX  
Bylaws**

**Section 1. Adoption of Bylaws.** Bylaws shall be adopted at the first meeting in each year following a General Election.

**Section 2. Amendment of Bylaws.** These bylaws may be amended at any regular meeting of the Board with a majority vote, provided that the amendment has been submitted in writing at the previous regular meeting.

\_\_\_\_\_  
**DATE AMENDED AND ADOPTED**

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**ATTESTOR**

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ**

#17a

Date: 8-1-16

Weekly Agenda Date: 8-2-16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Matthew Ung

**WORDING FOR AGENDA ITEM:**

Contrasting Sioux Rivers' informal "mediation committee" with formal mediation per the 28E Agreement

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Woodbury County was placed in the untenable position of withdrawing from Sioux Rivers' informal "mediation committee" today because the meeting was not publicly posted as requested by Woodbury County six days ago. Less than 24 hours before the meeting, mediation committee members were provided by CEO Shane Walter with a "Resolution to hold meeting as closed session", per the advice of the regional attorney, to be signed by the members of the committee on the day of the meeting. I was confused how such a resolution could be properly voted upon if a public meeting (without public notice) was not already happening. Woodbury County's legal counsel advised us not to participate under such circumstances, and I attempted to notify the region reps.

I notified Chairman Taylor that despite Woodbury County's attempt to acquiesce to the region, the 28E notes that a quorum of the Sioux Rivers Governance Board is three members, so two is the maximum number that can meet without public notice. Because there was no meeting notice published, this conflicts with the four governance board members both parties assume to be on this committee. In order to avoid an open meetings law violation I planned to excuse myself before the meeting could begin, but the Sioux and Plymouth county supervisors did not show up so that step was not necessary.

Mediation per the 28E Agreement does not comport with what took place today. I am requesting further direction.

**BACKGROUND:**

According to Sioux Rivers Chairman Loutsch at the July 18th board meeting, the regional attorney provided him and CEO Shane Walter with an opinion letter listing options dealing with the disagreement with Woodbury County on rent of the Tri-View building, including "an injunction against Woodbury County, including a claim for declaratory judgment that the lease to the Veteran's Affairs Dept. approved June 28th is void", and "eventually a lawsuit against the [Woodbury] County."

Woodbury County/Sioux Rivers Service Coordinator Patty Erickson-Puttmann alleged unannounced entries into mental health areas of the building specifically by Woodbury County Building Services Director Kenny Schmitz and Veterans Affairs Dept. Director Danielle Dempster, saying "they just continue to encroach, and we don't know where we're going. So make a decision date time stop go whatever."

(Woodbury County holds the title deed to the Tri-View building.)

There was then a motion and a second for the following, which passed 2-1; Woodbury County opposed: "I'll make a motion that we ask Woodbury County to go to mediation with Denny and Jim as our representatives and that we give a deadline of two weeks and if not then this board should meet and if satisfactory compromises cannot be made then this board meet again in two weeks and proceed with judicial action."

If the Woodbury County Board is to participate in mediation, it should not be "informal," given the problems that has already created. Per the 28E, a mediation committee itself mediates disputes between two other parties. How can a mediation committee comprised of members already in disagreement mediate itself?

When the 28E calls for a "Dispute Resolution Committee" in Section 4.9, it states that committee "would be empowered to mediate the dispute between parties." This does not apply to disputes between board members or member counties, because two Woodbury County supervisors are unable to pledge actions on behalf of their full board. This is separately addressed in the 28E (see recommendation).



**FINANCIAL IMPACT:**

Unknown on the particular issue of rent, as Sioux Rivers has not yet asked for a specific amount of rent, nor qualified what "fair market value" should be.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

If desiring mediation, Woodbury County and Sioux Rivers should properly follow the 28E, which states:

"In the event an internal dispute arises amongst or between the Governing Board, the Chief Executive Officer (CEO) or any of the member counties, which cannot be resolved, the following dispute resolution shall be used:

- a) Further mediation conducted pursuant to Chapter 679C of the Iowa Code;
- b) If after which the dispute remains unresolved, arbitration will be conducted pursuant to Chapter 679A of the Iowa Code."

A mediator in Chapter 679C is a third party, not a committee of existing members who already disagree.

**ACTION REQUIRED / PROPOSED MOTION:**

The good-faith effort of Woodbury County to mediate informally may not eliminate complications with the open meetings law if not properly posted by the region and if the region expects the Woodbury County representatives to promise rent any higher than the \$1 passed by their board. In my opinion, Woodbury County should decide to begin actual mediation following the 28E, or defer until that formal action is requested by Sioux Rivers, or defer until further counsel is received by Woodbury County.

**FW: FW: Sioux Rivers Region**

**From:** Cindy Moser <Cynthia.Moser@heidmanlaw.com>  
**To:** mark@mudflap.com; MMONSON@woodburycountyiowa.gov; MATTHEWUNG@woodburycountyiowa.gov  
**Date:** Monday - August 1, 2016 10:02 AM  
**Subject:** FW: FW: Sioux Rivers Region  
**Attachments:** TEXT.htm; ATT00001.png; image001.png; Mime.822

Please see Joshua's email below...additional information supporting the decision not to proceed today. C



**Cynthia C. Moser, Attorney**  
 Direct PH (712) 222.4150 Direct FX (712) 222.4134  
 Cynthia.Moser@heidmanlaw.com

[www.heidmanlaw.com](http://www.heidmanlaw.com)

**HEIDMAN  
 LAW FIRM**

1128 Historic Fourth Street  
 P.O. Box 3086  
 Sioux City, IA 51102  
 PH (712) 255.8838 FX (712) 258.6714

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**From:** Joshua Widman [mailto:[jwidman@woodburycountyiowa.gov](mailto:jwidman@woodburycountyiowa.gov)]  
**Sent:** Monday, August 01, 2016 8:57 AM  
**To:** Cindy Moser  
**Cc:** Allyson C. Dirksen  
**Subject:** Re: FW: Sioux Rivers Region

Thanks Cindy. The other thing they haven't done up to this point is identify which exception under 21.5 they plan to go in to closed session under. Section 21.5(2) requires that the specific exemption be identified publicly at the open session prior to going in and that it also be entered in the minutes.

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

Phone: 712-279-6516  
 Fax: 712-279-6457

>>> Cindy Moser <[Cynthia.Moser@heidmanlaw.com](mailto:Cynthia.Moser@heidmanlaw.com)> 8/1/2016 8:17 AM >>>

Joshua – I'm forwarding the email below to you FYI. I will let you know when/if I receive a response from Paul Lundberg. Cindy



**Cynthia C. Moser, Attorney**  
 Direct PH (712) 222.4150 Direct FX (712) 222.4134  
 Cynthia.Moser@heidmanlaw.com

[www.heidmanlaw.com](http://www.heidmanlaw.com)

**HEIDMAN  
 LAW FIRM**

1128 Historic Fourth Street  
 P.O. Box 3086  
 Sioux City, IA 51102  
 PH (712) 255.8838 FX (712) 258.6714

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**From:** Cindy Moser  
**Sent:** Monday, August 01, 2016 8:03 AM  
**To:** 'paul@lundberglawfirm.com'  
**Cc:** Mark Monson; Mark ([mark@mudflap.com](mailto:mark@mudflap.com)); 'Matthew Ung'

**Subject:** Sioux Rivers Region

Paul – Woodbury County’s representatives on the Sioux Rivers Region Governance Board have provided us with a copy of the attached resolution which purports to authorize holding the scheduled meeting of the Dispute Resolution Committee on August 1<sup>st</sup> as a closed meeting. While we concur that a closed session is desirable, we do not believe the resolution meets the requirements of Iowa Code §21.4 (which requires 24 hours advance public notice of a meeting) or §21.5(1) (which imposes requires certain voting requirements to authorize a closed session).

Because the requirements of Iowa Code Chapter 21 have not been meet, we respectfully request that the meeting be postponed for at least 24 hours to allow the necessary posting and compliance with §21.5. If your client is not willing to comply with the Open Meetings law, we will advise our client not to participate in today’s meeting.

Please advise regarding your position as soon as possible. Thank you. Cindy

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ**

#17b

Date: 8-01-16 Weekly Agenda Date: 8-02-16

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervisor Matthew Ung

**WORDING FOR AGENDA ITEM:**

Improper public posting of Sioux Rivers' "mediation committee" for August 1, 2016

**ACTION REQUIRED:**

- |  |  |   |
|--|--|---|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/>              | Approve Motion <input type="checkbox"/>         |
| Give Direction <input type="checkbox"/>    | Other: Informational <input checked="" type="checkbox"/> | Attachments <input checked="" type="checkbox"/> |

**EXECUTIVE SUMMARY:**

There was apparently communication lapses within Sioux Rivers leading to improper posting of the informal mediation 9:30 a.m. meeting today. Sioux Rivers canceled the meeting at 9:10 a.m.

**BACKGROUND:**

The Sioux Rivers secretary asked the Woodbury County board office to post notice of the 9:30 a.m. meeting today at 8:38 a.m. today. 52 minutes notice is not the required 24 hours advance notice for the public and the media.

**FINANCIAL IMPACT:**

N/A

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

See attached emails.

**ACTION REQUIRED / PROPOSED MOTION:**

N/A

**RE: Resolution to hold meeting as closed session**

---

**From:** Matthew Ung  
**To:** Shane Walter  
**BC:**  
**Date:** Monday - August 1, 2016 10:22 AM  
**Subject:** RE: Resolution to hold meeting as closed session

---

Understood, thanks for the explanation. This was all scheduled in a time crunch; hopefully it's obvious we tried to meet within the two weeks required in the Sioux Rivers motion, and that we attempted to head off any public posting problems by emailing to that effect the night the Woodbury County Board authorized us to participate. I'll be updating the Woodbury County Board tomorrow and we'll discuss if this informal mediation practice is the best way to handle this or if we should go ahead with formal mediation with an actual mediator.

**Matthew Ung**

County Supervisor  
620 Douglas St.

Sioux City, IA 51101

Cell: (712) 490-7852

matthewung@woodburycountyiowa.gov

>>> Shane Walter <shanew@siouxcounty.org> 08/01/16 10:09 AM >>>

Nothing to reconcile, Matthew - you are absolutely right about it not being posted at the Woodbury Courthouse until this morning. I didn't get the message to post sent in time for it to be done on Friday as I wasn't certain that it needed to be a posted meeting - my mistake. It was posted elsewhere in a timely manner, however, but that isn't sufficient notice unless posted in all counties at least 24 hours ahead of time. So we will make certain it is posted well ahead of the next meeting - someone needs to let me know when that will be at least a couple of days before that. By the way, Denny was already in Sioux City, he just didn't show up at the courthouse because he was informed of the decision not to hold the meeting - so he wasn't being rude. Hanks for your input.

Shane

---

**From:** Matthew Ung [mailto:matthewung@woodburycountyiowa.gov]  
**Sent:** Monday, August 01, 2016 9:56 AM  
**To:** Shane Walter  
**Subject:** RE: Resolution to hold meeting as closed session

Shane,

I'm trying to reconcile that with what witnesses told me this morning. Courthouse security told me someone taped the closed meeting notice for 9:30 a.m. today ... just this morning, which obviously isn't 24 hours ahead of time. Then the board secretaries showed me an email from the Sioux Rivers secretary asking for the agenda you mentioned to be posted, at 8:38 a.m. today. I'm not sure others followed up on your request to have it properly posted in Woodbury, which is really unfortunate.

Supervisor Monson told me Supervisor Henrich turned around and went home after being notified of our legal counsel, and we were not able to get a hold of Supervisor Wright, so Supervisor Monson and I waited until 9:30 a.m. and then left our courthouse. We waited so that we could notify Supervisor Wright as a courtesy, but he didn't show up, so someone else must have been able to get into contact with him.

**Matthew Ung**

*County Supervisor*

620 Douglas St.

Sioux City, IA 51101

Cell: (712) 490-7852

matthewung@woodburycountyiowa.gov

>>> Shane Walter <shane@siouxcounty.org> 08/01/16 9:11 AM >>>

Sorry, Matthew, I missed this until this morning. This was the advice provided by our Regional Attorney, he obviously thought the resolution would be sufficient. However, I had the agenda posted (with one agenda item: closed session of the Dispute Resolution Committee) to our website and in the respective county courthouses as we usually do for our meetings.

Shane

-----Original Message-----

From: Matthew Ung [mailto:matthewung@woodburycountyiowa.gov]

Sent: Sunday, July 31, 2016 6:08 PM

To: Shane Walter

Subject: Re: Resolution to hold meeting as closed session

I'm confused. Is the resolution meant to replace a public posting of a meeting 24 hours beforehand?

Thanks,

>>> Shane Walter <shane@siouxcounty.org> 07/31/16 16:22 PM >>>

Gentlemen,

As per the advice of our Regional Attorney, the Dispute Resolution Committee meeting scheduled for tomorrow may be held as a closed meeting with the passage of the attached Resolution. If you would like to change it in any way let me know and I can get that done for you. Thank you.

Shane Walter, CEO

**Re: Agenda NOZIX**

---

**From:** Julie Albright <jalbright@woodburycountyiowa.gov>  
**To:** HSATTERWHITE@woodburycountyiowa.gov  
**Date:** Monday - August 1, 2016 8:46 AM  
**Subject:** Re: Agenda NOZIX

---

You are a lifesaver!! Thank you thank you!!!

Sent from my iPhone

> On Aug 1, 2016, at 8:44 AM, Heather Satterwhite <hsatterwhite@woodburycountyiowa.gov> wrote:  
>  
> I just posted this.  
>  
> >>> Julie Albright 8/1/2016 8:38 AM >>>  
> Hi Heather,  
>  
> Would you be able to post this in the courthouse lobby ASAP and let me know when it is there? THANKS!!!!  
>  
> JULIE

**Re: Agenda NOZIX**

---

**From:** Julie Albright <jalbright@woodburycountyiowa.gov>  
**To:** HSATTERWHITE@woodburycountyiowa.gov  
**Date:** Monday - August 1, 2016 9:10 AM  
**Subject:** Re: Agenda NOZIX

---

Can you pull it down. I was just informed that there will be no meeting. Sorry for the hassle!!

Sent from my iPhone

> On Aug 1, 2016, at 8:44 AM, Heather Satterwhite <hsatterwhite@woodburycountyiowa.gov> wrote:  
>  
> I just posted this.  
>  
> >>> Julie Albright 8/1/2016 8:38 AM >>>  
> Hi Heather,  
>  
> Would you be able to post this in the courthouse lobby ASAP and let me know when it is there? THANKS!!!!  
>  
> JULIE





# Woodbury County Secondary Roads Department

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

**COUNTY ENGINEER**

Mark J. Nahra, P.E.

mnahra@woodburycountyiowa.gov

**ASSISTANT TO THE COUNTY ENGINEER**

Benjamin T. Kusler, E.I.T.

bkusler@woodburycountyiowa.gov

**SECRETARY**

Tish Brice

tbrice@woodburycountyiowa.gov

To: Board Members

From: Mark Nahra, County Engineer

Date: July 26, 2016

RE: Weekly Work Report

## **Construction Project Report**

### **To be let:**

**FM-CO97(126)—55-97**, HMA resurfacing of County Route D22, Old Highway 20. Letting date: September 20, 2016. The project will overlay the existing pavement on county road D22 from the intersection of K49 northeast of Lawton to approximately one half mile east of Buchanan Avenue. Some cross road culverts will also be replaced as part of the project work. The project will be paid for with county farm to market funds. Project work is likely to be done in early 2017, but could start in late 2016 if the contractor chooses to do so.

**L-B(L212)—73-97**, Bridge replacement on Story Avenue between 190<sup>th</sup> and 200<sup>th</sup> Streets. Letting date: July 26, 2016. Late Start Date: September 26, 2016. The existing bridge is posted to a maximum 20 gross load and is in deteriorating condition. This is a locally funded project paid from the secondary road fund. A box culvert has been designed to replace the existing bridge and has been submitted for Corps of Engineer approval and permitting. The project is scheduled to be completed in the 2016 construction season. The project bids will be opened today at the Board of Supervisors Meeting.

### **Under Contract:**

**Maintenance Pavement Marking 2016**, Centerline and edgeline pavement markings on various county roads. Letting date: June 21, 2016. Contractor: Vogel Traffic Services. Annual, countywide pavement marking contract work was let to bid on June 21, 2016. The bid was awarded to Vogel Traffic Services. The contracts for the project have been returned for board consideration.

**ER-CO97(125)—58-97**, Road slide repairs on D38 and D50. Letting date: April 19, 2016. Late Start Date: July 25, 2016. Contractor: K and L Construction. Bid price: \$199,613.00. This is the final Emergency Relief/FHWA funded repair to our paved roads from flood damage experienced in June 2014. This final project repairs 7 sites on D38 and 2 sites on D50. This is a federal aid funded project with 80% federal - 20% farm to market fund dollars paying the cost of repair. The project has been let by the Iowa DOT and awarded by the Board of Supervisors at their May 10, 2016 meeting. The board signed the contracts on June 7, 2016 and the contracts have been approved by the Iowa DOT and returned to the county. The contractor is expected to start work on July 25<sup>th</sup>.

**STP-S-CO97(127)—5E-97**, PCC Pavement Replacement on County Route K25 (275<sup>th</sup> St./Poplar Street) through Salix. Letting date: April 19, 2016. Late Start Date: June 6, 2016. Contractor: Sioux City Engineering. Bid Price: \$979,679.88. This project replaces the oldest pavement in the county with a new 10" PCC pavement. Curb and gutter replacement, required ADA accommodations, and a RR crossing will also be updated as part of the project. The work is scheduled to be completed while the I-29 Salix interchange at exit 134 is also under construction. This is a federal aid funded project with up to 80% federal - 20% farm to market fund dollars paying the cost of construction. The city of Salix is also paying a part of the local share of project cost for items including sidewalks, ADA updates, and curb and gutter under a project agreement approved by the board of supervisors. The project was awarded by the Board of Supervisors at their May 10, 2016 meeting. The contractor plans to start work on the project on August 1, 2016. There are 40 working days on the project.

**BRS-CO97(128)—60-97**, Bridge on County Route K49 (Emmett Avenue) north of Lawton. Letting date: April 19, 2016. Late Start Date: June 6, 2016. Work days: 85 days. Contractor: Godberson Smith Construction. Bid Price: \$693,386.45. The existing bridge is load and lane restricted for truck operation. This is a federal aid funded project with 80% federal - 20% farm to market fund dollars paying the cost of construction.

Both abutments are complete. The contractor plans to set the bridge beams on the abutments on Wednesday, July 27, weather permitting. The project is expected to be completed early this fall.

**FEMA Weir Repair Projects, FEMA 35,36,37,39, and 40:** Repairs to six stream grade control structures. Letting date: May 3, 2016. Late Start date: August 8, 2016. Contractor: L. A. Carlson Construction. Contract bid price: \$89,685.00. Six stream grade control structures were damaged by flooding in the June 2014 flood. These structures protected bridges lying immediately upstream of the grade structures, preventing over \$2.0 million in damages to the bridges had they been undermined and failed. Bids were received on May 3<sup>rd</sup>, awarded to the contractor on May 10<sup>th</sup>, and are being presented to the Board for contract approval consideration at their May 31, 2016 meeting.

The contractor expects to start work around the late start date.

**RC-CO97(130)—9A-97**, PCC Pavement Replacement on Port Neal Circle. Letting date: April 12, 2016. Late Start Date: May 15, 2016. Contractor: Godberson-Smith Construction Bid Price: \$1,443,548.84. This project is a RISE funded project to replace the Port Neal Circle pavement from the north intersection of Port Neal Road and Port Neal Circle west and south to the AGP/MidAmerican Energy plant entrances. The county will be constructing a new 10" PCC pavement, 13' wide.

The road was closed to traffic on June 2<sup>nd</sup>. The new pavement is complete in the stage one construction area from the north Port Neal Circle/Port Neal Road intersection back to the Mid American Construction entrance and shoulder work in this segment is underway. The project is significantly behind schedule at this time. The project is expected to be complete by the end of August.

**Hungry Canyon Weir Projects, HC 11-9 and HC 11-10:** Construction of two stream grade control structures. Letting date: March 29, 2016. Bid price: \$59,732.00. Contractor: Niewohner Construction Inc. Two stream grade control structures for construction in 2016. The board awarded the project to Niewohner at their April 5, 2016 meeting. Contracts have been approved by the Board of Supervisors.

The contractor has started work on the project and has completed reconstruction of the first weir.

**FEMA Weir Repair Projects, FEMA 11:** Repairs to one stream grade control structure. Letting date: April 12, 2016. Contractor: Niewohner Construction. Bid price: \$161,796.40. The stream grade control structure is on Hancock Avenue on Wolf Creek and was damaged by flooding in the June 2014 flood. It is funded by FEMA and Hungry Canyons funds with local secondary road match. Contracts have been approved by the Board.

Construction work is underway on all weir repairs under contract with Niewohner. Work should continue as long as we have favorable weather conditions.

**L-B(X14)—73-97,** Bridge on 280<sup>th</sup> Street north of Danbury. Letting date: April 5, 2016. Late Start Date: August 1, 2016. Contractor: Graves Construction. Bid price: \$490,806.48. The existing bridge was load posted and in deteriorating condition. Last summer, one of the timber wings for the bridge failed resulting in the bridge being closed to traffic. This is a locally funded project from the \$1.3 million special projects levy paying the cost of construction. The bridge is scheduled to be completed in the 2016 construction season. Contracts have been approved by the Board. The contractor has not requested a preconstruction meeting or proposed a start date at this time.

**BROS-CO97(120)—5F-97,** D53 Bridge over the Garretson Drainage Ditch on 280<sup>th</sup> Street north of Hornick. Letting date: March 15, 2016. Bid price: \$904,806.92. Late Start Date: June 6, 2016 with 100 working days. Contractor: Graves Construction. The existing bridge is load restricted with a 10 ton posting for truck operation. The bridge replacement project is a federal aid funded project with 80% federal - 20% farm to market fund dollars paying the cost of construction. The bridge is scheduled to be completed in the 2016 construction season. Contracts are in place and a preconstruction meeting for the project was held on May 11, 2016.

The contractor started work on May 23, 2016. The bridge substructure construction is complete and falsework is under construction. The subcontractor building the road grade has started work on the east side of the bridge.

**L-B(W153)—73-97,** Morgan Trail Bridge Replacement Letting date: January 26, 2016. Contractor: Dixon Construction, Inc. Bid price: \$483,766.00. Late start date: April 1, 2016. This bridge project is funded with FEMA funds matched by Capital Projects Levy funds. The new bridge will be a 90' x 30' Single span, Pretensioned, Prestressed Concrete Beam Bridge.

The project is complete and road is now fully open to traffic.

*WOODBURY COUNTY*  
***COMMISSION OF VETERAN AFFAIRS***

*Agenda*  
*August 2, 2016*  
*4:45 PM*

Open Meeting

Approve July 5, 2016 Meeting Minutes as e-mailed.

Approve August Claims. Total Presented for approval today: \$3,491.38.

Approve End of Year Claims. Total Presented for approval today: \$878.93.

**OLD BUSINESS:**

New CVS0 business.

FY17 Allocation has been deposited.

**NEW BUSINESS:**

Case 1 - Veteran #1057 Cremation Assistance \$1000.00 to Waterbury Funeral Home.

Iowa Veteran's Home Application.

**GOOD & WELFARE:**

Woodbury County Fair

District 6 Meeting in Le Mars, IA

Iowa State Fair Director Dempster will ride IACCVSO Float in the Veteran's Parade 8/15/16.

Next Meeting – September 6, 2016 at 4:45.



**Woodbury County Conservation Board**  
4500 Sioux River Road Sioux City, IA 51109-1657

Phone: 712/258-0838  
Fax: 712/258-1261

Board Members:  
Cindy Bennett  
Suzan Boden  
Don Dixon  
Neil Stockfleth  
Christine Zellmer-Zant

Rick D. Schneider, Director  
Mark Peterson, Deputy Director  
Dawn Snyder, Education Director

**Thursday, August 4, 2016**

**MONTHLY MEETING AGENDA – 5:00 P.M.**

Brown's Lake-Bigelow Park  
201 Bigelow Park Rd., Salix, IA 51056

- **Call to order / roll call** – quorum / open meeting compliance
- **Correspondence Items** – Written communications to share with the Board
- **Public comment / input** – this is an opportunity for the public to address any subject pertaining to Conservation Board business.

**CONSENT AGENDA**

- C1. Approve minutes of the July 7, 2016 monthly meeting.
- C2. Approve July 2016 claims and expenditures.
- C3. Receive and place on file the July 2016 financial / budget report.
- C4. Acceptance of Gifts/Donations:
  - 1. Red Lobster – Cups
  - 2. Summer's Canoe – Canoe use for camps
  - 3. Maureen Pape – Teaching supplies
  - 4. Garnetta Snyder – Craft supplies

**REGULAR AGENDA**

- R1. Approve consent agenda. (Conservation Board)
- R2. Appointment of Dylan Bales and Nathan Silfies, Resource Technicians, as peace officers effective September 12, 2016 and requiring them to become certified through the Iowa Law Enforcement Academy within twelve months. (Schneider)

*"Conservation is everybody's business"*

- R3. Review proposals to provide the Board with one new Compact Track Loader per minimum specifications and award bid. (Stehr)
- R4. Capital Improvement Projects Update (Schneider)
  - 1. Southwood Cabins
  - 2. Fowler Forest shelter replacement/design services
- R5. Review request from Doug Washburn to conduct selective grazing on Owego Wetland Complex. (Schneider)
- R6. Board member / staff reports – Board members and staff may report on meetings or activities that they have been involved with. (Board and staff)
  - 1. Nature Center activities (Snyder)
  - 2. Park activities (Stehr)
  - 3. Administrative items (Schneider)
    - a. Grants/land acquisition update
    - b. 2016 IACCB Annual Conference: Ft. Dodge, Hamilton & Webster CCB's
    - c. Staff changes update; Ketelsen retirement reception August 28 at Little Sioux Park
    - d. FY 18 Budget process
    - e. Set date/time for September meeting
- R7. Adjournment

**CALENDAR OF EVENTS:**

- 1. Conservation Board meeting (tentative) – September 1, 2016
- 2. IACCB State Conference – September 15-17, 2016, Ft. Dodge

## Monday, August 1

9 a.m. - 3 p.m. - Enter & Judge 4-H Static Exhibits - 4-H Exhibit Building-Variied Industries Bldg.  
9 a.m. - 3 p.m. - 4-H and Adult Consumer Judging Contest - Variied Industries Bldg.  
Noon to 7 p.m. - Enter Open Class Exhibits  
Noon to 7 p.m. - Enter Trash to Treasure - Ag Auditorium

## Tuesday, August 2

8 a.m. - Judge Open Class Exhibits - Closed to the public  
4 p.m. - 7 p.m. - Enter 4-H/FFA Horses  
4 p.m. - 8:30 p.m. - Enter 4-H/FFA Livestock & Rabbits  
4 p.m. - 8:30 p.m. - Enter Open Class Bucket Calves and Bottle Lambs

## Wednesday, August 3

7:30 a.m. - Judge 4-H /FFA Horses - Horse Arena  
7:30 a.m. - Judge 4-H/FFA Dairy Cattle - Show Ring  
8 a.m. - Judge 4-H/FFA Llama Show - Show Ring  
8:30 a.m. - Judge 4-H/FFA Dairy/ Meat Goat - Show Ring  
10 a.m. - 2 p.m. - Kids Scavenger Hunt - Open Class Flower Department  
10 a.m. - 4-H Foundation Silent Auction begins (ends on Sunday at 5 p.m.) - 4-H Exhibit Building  
10 a.m. - 7 p.m. - Wildlife Encounter - West of Old Town  
10 a.m. - 9 p.m. - Open Class Exhibit Building Opens  
10 a.m. - Judge 4-H/FFA Horse Trail - Horse Arena  
11 a.m. - Registration - 4-H/FFA & Adult Livestock Judging Contest - Near Fair Office  
11:00 a.m. - Concord General Store - Old Town  
11:30 a.m.-5:30 p.m. - Dan Kirk: The Juggler in the Yellow Shoes - Throughout the fairgrounds  
11:30 a.m. - 4-H/FFA-Adult Judging Contest-Show Ring  
11:30 a.m. - 9 p.m. - Old Town Hours  
11:30 a.m. - 9 p.m. - Trash to Treasures - Old Town  
11:30 a.m. - 7 p.m. - B & R Chainsaw - Old Town  
11:30 a.m. - 7 p.m. - Pedal Farm - Old Town  
11:30 a.m. - 9:00 p.m. - Barn Quilts of Woodbury County Display - Old Town  
11:30 a.m. - 9:00 p.m. - Pedal Tractor Raffle Ticket Sales - Old Town  
11:30 a.m. - 9 p.m. - Meyer Petting Zoo and Pony Rides - Bollin Stable in Old Town  
Noon - 8 Second Productions Bull Riding Opens  
Noon - 4-H Silent Auction begins - 4-H exhibit building  
Noon to 9 p.m. - Commercial Exhibit Hours  
Noon - Remembering Our Fallen Display-All week- Bleil Hall  
Noon to 9 p.m. - Kids' Zone Hours - Herbold Hall  
Noon to 9 p.m. - Marine Corps Bingo - Bingo Tent  
Noon to 9 p.m. - Iowa National Guard Rock Climbing

1:00 - Judge 4-H/FFA Poultry Showmanship - Show Ring  
1:00 & 3:30 - Dan Kirk: The Juggler - Old Town  
2:00 - Birds of Prey demonstration - Gazebo in Old Town  
2:30 - Judge 4-H/FFA Poultry - Show Ring  
4:30 p.m. - Mandatory 4-H State Fair Meeting -Flathers  
5 p.m. - McDermott Family Shows Opens - Midway  
5:30 - 7 p.m. - Dianne's Dancers - Free Stage  
6 - 10 p.m. -- McDermott Shows Special -  
Reduced tickets (one less ticket to ride) -- Midway  
7 p.m. - King & Queen Contest - Flathers Hall  
7 p.m. - Grandstand Entertainment:  
TUFF TRUCK & DRAGS & DOUBLE FIGURE 8:  
\$7 (Adults), \$5 (Youth 5-11)  
8:30 - 10:30 p.m. - Gypsy Lover - Free Stage

## Thursday, August 4

### KIDS' DAY

Kids 11 and under **FREE** all day!

SPONSORS OF THE DAY:  
WILSON TRAILER COMPANY  
CF INDUSTRIES  
PERFORMANCE CONTRACTORS, INC.

7:30 a.m. - Judge 4-H/FFA Swine Show - Show Ring  
10 a.m. - Kids' Games - Ages 5-11 - Old Town  
10:00 a.m. - noon - CF Industries: Kids' Crafts - Old Town  
10 a.m. - 7 p.m. - Wildlife Encounter - West of Old Town  
10 a.m. - Food Contests begin (Kids' Critter, Celebration of Tables) - Ag Auditorium  
10 a.m. - 9 p.m. - Open Class Building Hours  
10:00 a.m. - 7:00 p.m. - Concord General Store - Old Town  
11:30 a.m. - 5:30 p.m. - Dan Kirk: The Juggler - Throughout the fairgrounds  
11:30 a.m. - 9 p.m. - Old Town Hours  
11:30 a.m. - 3:30 p.m. - Kids' Train Rides - Old Town  
11:30 a.m. - 7 p.m. - B & R Chainsaw Sculptures - Old Town  
11:30 a.m. - 7 p.m. - Pedal Farm - Old Town  
11:30 a.m. - 9 p.m. - Trash to Treasures / Corn Husk Dolls - Old Glory Dance Hall  
11:30 a.m. - 9 p.m. - Pedal Tractor Raffle Ticket Sales - Old Glory Dance Hall  
11:30 a.m. - 9 p.m. - Barn Quilts Display - Old Town  
11:30 a.m. - 9 p.m. - Meyer Petting Zoo and Pony Rides - Old Town  
Noon - 8 Second Productions Bull Riding Opens - Near Machinery Displays  
Noon to 9 p.m. - Commercial Exhibits Hours  
Noon to 9 p.m. - Kids' Zone Hours - Herbold Hall  
Noon to 9 p.m. - Marine Corps Bingo - Bingo Tent  
Noon to 9 p.m. - Iowa National Guard Rock Climbing Wall  
12:30 - 1:30 p.m. - Angie Rosener, Country Musician - FreeStage  
1 p.m. - Judge 4-H/FFA Sheep Show - Show Ring

1 p.m. - Judge 4-H/FFA Cat Show - Flathers Hall  
1 - 1:30 p.m. - Pie Eating Contest Registration (ages 18 and under) Free Stage  
1 - 5 p.m. - Kids' Day McDermott Family Shows Wristband Special (unlimited rides for \$15) - Midway  
1:30 - 4:30 p.m. - Dan Kirk: The Juggler - Old Town  
1:45 - 2:30 p.m. - Pie Eating Contest - Free Stage  
2 p.m. - Judge 4-H Working Exhibits & Pride of Iowa - 4-H Exhibit Building  
2 p.m. - Kids' Sand Building Contest (ages 11 & under) - Sand Volleyball Court  
2:30 p.m. - Pollinator Prairie Bombs - Make & Take - Old Town  
3:00 p.m. - Reptile Demonstration - Old Town Gazebo  
3 - 4 p.m. - Angie Rosener, Country Musician - Free Stage  
3:30 p.m. - Judge 4-H/FFA Pet Show - Flathers Hall  
5 p.m. - Bicycle Drawing - Midway Office  
5:30 p.m. - Bucket Calf Show - Show Ring  
5:30 p.m. - 6 p.m. - Angie Rosener - Country Musician - Free Stage  
6:30 - 7 p.m. - Keepin' It Country Line Dancers - Free Stage  
7 p.m. - Bill Riley Talent Search - Flathers Hall - Sponsored by Woodbury County R.E.C.  
7:00 p.m. - Grandstand Entertainment: NEW! RANCH RODEO - FEATURING MUTTON BUSTING - \$7 (Adults), \$5 (Youth 5-11)

## Friday, August 5

### MILITARY APPRECIATION & SENIOR CITIZENS' DAY

Seniors 65+ and Veterans & Active Duty Personnel **FREE** all day!

SPONSORS OF THE DAY:

Senior Citizen Day:  
UNITED BANK OF IOWA - Moville  
CHAR-MAC ASSISTED LIVING - Lawton  
Military Appreciation Day:  
THE RECORD - Moville

7:30 a.m. - Judge 4-H/FFA Market & Breeding Beef Show - Show Ring  
9:30 a.m. - 10:30 a.m. - Jim Kluever, Singer - Flathers Hall  
10 a.m. - 7 p.m. - Wildlife Encounter - West of Old Town  
10:00 a.m. - 8 Second Productions Bull Riding Opens - Near Machinery Displays  
10 a.m. - 3 p.m. - Blood Pressure Screening - Sunrise Retirement Community - Variied Industries Building  
10 a.m. - 5 p.m. - Kenya the performing Zebra - Old Town 'SHOWTIMES - 10 a.m., 12:30 p.m., 2 p.m., & 4:30 p.m.' Sponsored by WIATEL  
10 a.m. - 7 p.m. - Concord General Store - Old Town  
10 a.m. - 7 p.m. - Pedal Farm - Old Town

10 a.m. - 9 p.m. - Open Class Exhibit Building Hours  
10 a.m. - 9 p.m. - Kids' Zone Hours - Herbold Hall  
10 a.m. - 9 p.m. - Old Town & Commercial Exhibits Hours  
10 a.m. - 9 p.m. - Trash to Treasures/Corn Husk Dolls - Old Town  
10 a.m. - 9 p.m. - Pedal Tractor Raffle Ticket Sales - Old Glory Dance Hall  
10 a.m. - 9 p.m. - Barn Quilts Display - Old Town  
10 a.m. - 9 p.m. - Meyer Petting Zoo and Pony Rides - Old Town  
10:30 a.m. - 4:30 p.m. - Dan Kirk: The Juggler in the Yellow Shoes - Throughout the Fairgrounds  
10:30 a.m. - 11:30 a.m. - Three Rivers Band, Sam Jenkins - Free Stage  
11 a.m. - Judge 4-H/FFA Rabbit Showmanship - Rabbit Barn  
11 a.m. & 3:30 p.m. - Dan Kirk: The Juggler - Old Town  
11:30 a.m. - 1 p.m. - Judge 4-H Share-the-Fun - Flathers Hall  
11:30 a.m. - 7 p.m. - B & R Chainsaw Sculptures - Old Town  
Noon to 2 p.m. - The Purdy River Band - Free Stage  
Noon to 9 p.m. - Marine Corps Bingo - Bingo Tent  
Noon to 9 p.m. - Iowa National Guard Rock Climbing Wall  
1 p.m. - 4 p.m. - Linda Dietz - Hand Reader - By Free Stage  
1:30 - 4 p.m. - Judge 4-H Extemporaneous Speaking & Educational Presentations - Ag Auditorium  
2 p.m. - Judge 4-H/FFA Rabbit Show - Show Ring  
2:30 p.m. - Create a Stepping Stone for Pollinator Garden - Old Town  
3 p.m. - 4:30 p.m. - Ray Thompson, Hypnotist & Mentalist - Free Stage  
3 p.m. - McDermott Family Shows Opens - Midway  
3 p.m. - Pedal Power Pull - Flathers Hall - Sponsored by Woodbury County Farm Bureau  
4:30 p.m. or immediately following Rabbit Show - Open Class Bottle Goat Show - Show Ring  
5 p.m. or immediately following Bottle Goat Show - Bottle Lamb Show - Show Ring  
7:30 p.m. - Grandstand Entertainment: GRAND RIVER RODEO & MINI WILD HORSE RACE - \$7 (Adults), \$5 (Youth 5-11)  
8 - 11:30 p.m. - NEW! Gypsy Lover - Free Stage

## Saturday, August 6

SPONSOR OF THE DAY:  
SLOAN STATE BANK

8:30 a.m. - 4-H/FFA Bonus - Show Ring  
8 a.m. - Judge 4-H/FFA Dog Show - Flathers Hall  
10 a.m. - 8 Second Productions Bull Riding Opens - Near Machinery Displays  
10 a.m. - Volleyball - 4 on 4 - Sand Volleyball Court  
10 a.m. to Noon - 4-H/FFA Feeder Calves, Cow-Calf Pairs Weigh-in - Red Barn  
10 a.m. - 7 p.m. - Wildlife Encounter - West of Old Town

10 a.m. - 9 p.m. - Old Town Hours  
 10 a.m. - 7 p.m. - Concord General Store - Old Town  
 10 a.m. - 5 p.m. - Kenya the performing Zebra - Old Town  
 SHOWTIMES - 10 a.m., 12:30 p.m., 1:30 p.m., & 4:30 p.m.  
 Sponsored by WIATEL

10 a.m. - 7 p.m. - Pedal Farm - Old Town  
 10 a.m. - 9 p.m. - Open Class Exhibit Building Open  
 10 a.m. - 9 p.m. - Commercial Exhibit Hours  
 10 a.m. - 9 p.m. - Kids' Zone Hours - Herbold Hall  
 10 a.m. - 9 p.m. - Pedal Tractor Raffle Ticket Sales - Old Town  
 10 a.m. - 9 p.m. - Barn Quilts Display - Old Town  
 10 a.m. - 9 p.m. - Trash to Treasures / Corn Husk Dolls - Old Town

10 a.m. - 9 p.m. - Meyer Petting Zoo and Pony Rides  
 10:30 a.m. - 4:30 p.m. - Dan Kirk: The Juggler in the Yellow Shoes - Throughout the Fairgrounds  
 10:30 a.m. - Judge 4-H Pies - 4-H Exhibit Building  
 11 a.m. & 3:30 p.m. - Dan Kirk: The Juggler - Old Town  
 11:30 a.m. - 7 p.m. - B & R Chainsaw Sculptures - Old Town  
 Noon - 4-H Pie Auction - Show Ring  
 Noon to 2 p.m. - Open Class Feeder Calf Weigh-In  
 Noon to 9 p.m. - Marine Corps Bingo - Bingo Tent  
 Noon to 9:00 p.m. - Iowa National Guard Rock Climbing Wall  
 12 p.m. - NEW! The Sound Exchange - A Cappella Group - Free Stage  
 1 - 2:30 p.m. - Ray Thompson Hypnotist & Mentalist - Free Stage  
 1 p.m. - McDermott Family Shows Opens - Midway  
 1 p.m. - Spelling Bee - Old Town School  
 1 p.m. - Stick Horse Make-and-Take - Old Town  
 1 - 4 p.m. - Linda Dietz - Hand Reader - By Free Stage  
 1 - 5 p.m. - McDermott Family Shows Special- Reduced Tickets (one less to ride) - Midway  
 2 - 5 p.m. Car Show - Sponsored by C & B Holst Agrigold Seed. Entry Time 1-2 p.m. - South of Red Barn  
 2 p.m. - Judge 4-H/FFA Feeder Calves & Cow-Calf Pair Show - Show Ring  
 2 p.m. - Kids' Games - Old Town  
 2 - 3 p.m. - Registration for Chore Olympics - Cattlemen's Food Stand near Show Ring  
 2:30 p.m. - NEW! The Sound Exchange - A Cappella Group - Free Stage  
 3 p.m. - 4:30 p.m. - Ray Thompson, Hypnotist & Mentalist - Free Stage  
 3 p.m. - Open Feeder Calf Show - Show Ring  
 4:30 p.m. - Bucket Calf Parade - Around the Fairgrounds  
 4:30 p.m. - NEW! The Sound Exchange - A Cappella Group - Free Stage  
 5 p.m. - Chore Olympics - Hosted by Woodbury County 4-H Council - Show Ring  
 5 p.m. - 4-H Foundation Silent Auction ends - 4-H Exhibit Building  
 5:30 p.m. - Jill Miller featuring Jill Miller Band - Free Stage  
 6:30 p.m. - Parade of Antique Tractors & Machines - Grandstand  
 7 p.m. - Bill Riley Talent Search - Flathers Hall - Sponsored by Woodbury County R.E.C.

7:30 p.m. - Grandstand Entertainment: OUTLAW TRACTOR PULL. Sponsored by Woodbury County's United Bank of Iowa - Banks with locations in Merville and Pierson & Flint Hills Resources, Arthur\$8 (Adults), \$5 (Youth 5-11)  
 9 p.m. - 11:30 p.m. - Country Dance - Mr. Tunes - Flathers

## Sunday, August 7

7 a.m. - Mass - Father Brad Pelzel - Old Town  
 8:30 a.m. - Church - Elliott Creek and Community Presbyterian Church, Pastor Cynthia Ripperger - Old Town  
 8 a.m.-1 p.m. - Open Class Horse Show - Horse Arena  
 10 a.m. - The County Fair Chorus - Old Town  
 10 a.m. - 7 p.m. - Wildlife Encounter - West of Old Town  
 10:30 a.m. - Church - Holly Springs Bible Fellowship - Rev. Jim Thomas - Old Town - Peiro Bethel Church  
 11 a.m. - 4 p.m. - Concord General Store - Old Town  
 11:30 a.m. - The County Fair Chorus - Old Town  
 Noon to 6 p.m. - Old Town Hours and Commercial Exhibit - Noon to 2 p.m. - Pedal Tractor Raffle Ticket Sales - Old Town  
 12 p.m. - 6 p.m. - Barn Quilts Display - Old Town  
 Noon - Cookout Contest - Rock Lane (street north of Beef Barn)  
 Noon - 8 Second Productions Bull Riding Opens  
 Noon to 4 p.m. - Open Class Exhibit Building Hours  
 Noon to 4 p.m. - Trash to Treasures / Corn Husk Dolls - Old Town  
 Noon to 4 p.m. - Pedal Farm - Old Town  
 12:00 p.m. to 4:00 p.m. - Kids' Zone Hours - Herbold Hall  
 Noon to 6 p.m. - Meyer Petting Zoo and Pony Rides - Old Town  
 Noon - Volleyball - 2 on 2 - Sand Volleyball Court  
 Noon - 4-H/FFA Overall Showmanship Contest - Show Ring  
 12:15 - 1:15 p.m. - 4-H Style Show - Free Stage  
 Noon to 5 p.m. - Marine Corps Bingo - Bingo Tent  
 Noon to 5 p.m. - Iowa National Guard Rock Climbing Wall  
 12:30 p.m. Start - Net or Wet Basketball Shoutout - Old Town  
 12:30 p.m. - 1:15 p.m. - Cookout Contest Judges Tasting  
 1 - 4 p.m. - Linda Dietz - Hand Reader - By Free Stage  
 1 - 5 p.m. - McDermott Family Shows - Reduced Tickets (one less to ride) - Midway  
 1:30 p.m. - 4-H Recognition - Flathers Hall  
 1:45 p.m. - Announce Cookout Contest Winners - Free Stage  
 2 - 3 p.m. - Auction of B & R Chainsaw Carvings, Quilt Block Challenge Quilt, Pedal Tractor Drawing - Free Stage  
 2 p.m. - Kids Games - Old Town  
 2 p.m. - Siouxland Sillies  
 4 - 5:30 p.m. - JK Country - Free Stage  
 4 p.m. - Release all 4-H/Open Class Exhibits  
 6 p.m. - Release all Commercial Exhibits  
 6 p.m. - Grandstand Entertainment: ULTIMATE DERBY - DEMO DERBY - featuring Mower & Power Wheels Derby - \$10 (Adults), \$5 (Youth 5-11) (\$2 off with Season Pass)

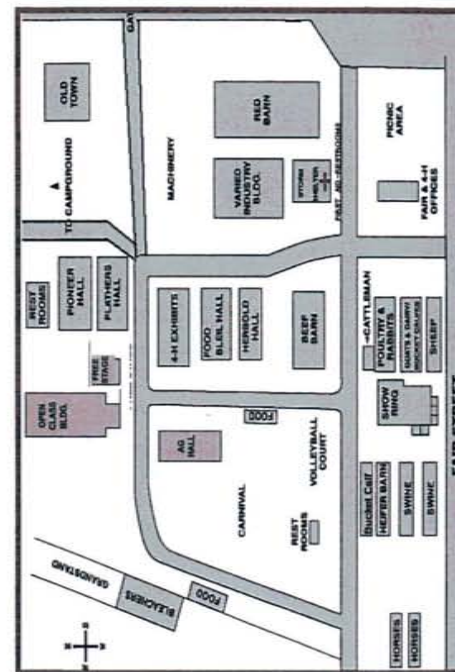
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Woodbury County Fair Association  
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 Sioux City, Iowa



Wednesday - Sunday  
 August 3-7, 2016



5 Big Nights At The Grandstand

Wednesday	Thursday	Friday
<p>7:30 p.m. Tuff Trucks &amp; Figure 8</p>	<p>NEW Ranch Rodeo with Mutton Busting 7 p.m.</p>	<p>Grand River &amp; Wild Horses 7 p.m.</p>
Saturday	Sunday	
<p>Outlaw Tractor Pull 7:30 p.m.</p>	<p>Demo Derby 6 p.m.</p>	



**WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.**

<u>DATE</u>	<u>Day</u>	<u>DAILY</u>		<u>ELECTRONIC</u> <u>MONITORING</u>	<u>PRAIRIE</u> <u>HILLS</u>	<u>FEDERAL</u> <u>PRISONERS</u>
		<u>TOTAL</u>	<u>LEC</u>			
7/9/16	Saturday	249	235	14	0	18
7/10/16	Sunday	249	235	14	0	18
7/11/16	Monday	250	236	14	0	18
7/12/16	Tuesday	242	227	15	0	18
7/13/16	Wednesday	226	212	14	0	12
7/14/16	Thursday	231	217	14	0	12
7/15/16	Friday	225	210	15	0	12
		<b>1672</b>	<b>1572</b>	<b>100</b>	<b>0</b>	<b>108</b>

**24 HOUR DAILY COUNT**

<u>DATE</u>	<u>TOTAL</u>	<u>MALE</u>	<u>FEMALE</u>
7/9/16	269	232	37
7/10/16	269	227	42
7/11/16	268	228	40
7/12/16	278	232	46
7/13/16	270	227	43
7/14/16	252	210	42
7/15/16	257	218	39
	<b>1863</b>	<b>1574</b>	<b>289</b>

\*Highest population count each day

**WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.**

<u>DATE</u>	<u>Day</u>	<u>DAILY TOTAL</u>	<u>LEC</u>	<u>ELECTRONIC MONITORING</u>	<u>PRAIRIE HILLS</u>	<u>FEDERAL PRISONERS</u>
7/16/16	Saturday	221	206	15	0	12
7/17/16	Sunday	223	208	15	0	12
7/18/16	Monday	218	203	15	0	12
7/19/16	Tuesday	227	211	16	0	12
7/20/16	Wednesday	231	214	17	0	12
7/21/16	Thursday	218	201	17	0	5
7/22/16	Friday	217	201	16	0	6
		<b>1555</b>	<b>1444</b>	<b>111</b>	<b>0</b>	<b>71</b>

**24 HOUR DAILY COUNT**

<u>DATE</u>	<u>TOTAL</u>	<u>MALE</u>	<u>FEMALE</u>
7/16/16	244	212	32
7/17/16	235	200	35
7/18/16	237	200	37
7/19/16	243	209	34
7/20/16	251	215	36
7/21/16	262	219	43
7/22/16	238	194	44
	<b>1710</b>	<b>1449</b>	<b>261</b>

\*Highest population count each day

**WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.**

<u>DATE</u>	<u>Day</u>	<u>DAILY TOTAL</u>	<u>LEC</u>	<u>ELECTRONIC MONITORING</u>	<u>PRAIRIE HILLS</u>	<u>FEDERAL PRISONERS</u>
7/23/16	Saturday	220	205	15	0	11
7/24/16	Sunday	227	212	15	0	11
7/25/16	Monday	221	206	15	0	11
7/26/16	Tuesday	243	227	16	0	17
7/27/16	Wednesday	229	213	16	0	17
7/28/16	Thursday	222	207	15	0	18
7/29/16	Friday	217	203	14	0	17
		<b>1579</b>	<b>1473</b>	<b>106</b>	<b>0</b>	<b>102</b>

**24 HOUR DAILY COUNT**

<u>DATE</u>	<u>TOTAL</u>	<u>MALE</u>	<u>FEMALE</u>
7/23/16	239	196	43
7/24/16	241	200	41
7/25/16	244	203	41
7/26/16	270	227	43
7/27/16	265	223	42
7/28/16	250	212	38
7/29/16	241	201	40
	<b>1750</b>	<b>1462</b>	<b>288</b>

\*Highest population count each day

**WOODBURY COUNTY JUVENILE DETENTION CENTER**

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

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

**6:00 a.m.**

**6:00 p.m.**

July 2016

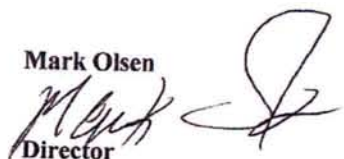
July 18, 2016		9
July 19, 2016	8	10
July 20, 2016	10	10
July 21, 2016	9	9
July 22, 2016	9	9
July 23, 2016	9	9
July 24, 2016	9	9
July 25, 2016	9	

The Center averaged 9 youths per day during the 6:00 am. head count and 9.1 during the 6:00 p.m. count for a weekly average of 9.1 per day during the above week.

Of the nine resident detained on July 25, 2016, six or sixty seven percent were identified as gang members. Of the six three or fifty percent were identified as hard-core.

We are currently detaining one juvenile from Dakota County. We are still waiting for the updated contract to hold BIA youth.

Mark Olsen



Director

WCJDC

July 25, 2016