



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (SEPTEMBER 20, 2016) (WEEK 38 OF

NOW LIVE STREAMING!



https://www.youtube.com/watch?v=7QQ0sePQEtI

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 September 20, 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

- 4:10 p.m. 1. General Relief Appeal Hearing for R.S. {Iowa Code Section 21.5 (1)(a)} First Floor Board of Supervisors Meeting Room
4:30 p.m. 2. Call Meeting to Order - Pledge of Allegiance to the Flag - Moment of Silence
3. Citizen Concerns Information
4. Approval of the agenda September 20, 2016 Action
5. Approval of the minutes of the September 13, 2016 meeting Action
6. Discussion and approval of claims Action
7. Good News: Jeremy Taylor Energy efficiency rebates of over \$320,000 and newly identified rebates for +\$36,000 for Steam Traps plus other Project Management help Information
8. Board Administration - Heather Satterwhite
4:35 p.m. (Set time) a. Public Hearing and Sale of Property Parcel #122580 (aka 2600 Center St.) Action
b. Approval of Resolution for Notice of Property Sale Parcel #447046 Action

9. Human Resources – Ed Gilliland
 - a. Approval of Memorandum of Personnel Transaction Action
 - b. Authorization to Initiate Hiring Process Action
 - c. Information on Policy Updates to the Revised the Employee Handbook Information

10. Communications Center – Glenn Sedivy
Approval of a Fiber Optic Exchange Agreement between Woodbury County, Starcomm, the City of Sioux City and Fibercomm, L.L.C. Action

11. Planning & Zoning – John Pylelo
 - a. Receive Rezoning Petition Application with Referral to Zoning Commission for Public Hearing and Recommendation for Property Owner -Lynette L. Mennen; Applicant - Kyle and Tami Mullenix. Re: Portion of GIS Parcel # 884723200001 Action
 - b. Receive Rezoning Petition Application with Referral to Zoning Commission for Public Hearing and Recommendation for Property Owner - Jimmie Lee and Renee T. Coyle and Applicant - The Woodbury County Planning and Zoning Commission Re: GIS Parcels #884723200007 and #884723200008 Action

12. Sheriff – Dave Drew
Approval of Resolution fixing date for a Public Hearing on the proposition of a Lease/purchase agreement for new radio equipment for the Sheriff’s Office Action

13. Building Services – Kenny Schmitz
 - a. Approval of CMBA Contract agreement Action
 - b. Approval to reallocate 2017 CIP #B6-17 funds to LEC Optimization Plan Action
 - c. Updates & positive outlook on county projects and energy efficiency steps Information

14. Secondary Roads – Mark Nahra
Receive and consider quotations for the extension of reinforced box culvert located in section 23-87-45, on 255th Street Action

- Recess Board Of Supervisors Meeting
Convene Orton Slough Drainage District**

15. Receive and consider quotations for the Orton Slough Ditch clean out Action

- Adjourn Orton Slough Drainage District
Continue Board of Supervisors Meeting**

16. Board of Supervisors – Jeremy Taylor
Approval of Resolution thanking and commending Jim Clark for his years of service to Woodbury County Action

17. Chairman’s Report Information
 - a. Siouxland District Health and CIP Projects
 - b. Rural Economic Development Committee Tuesday Meeting
 - c. Survey of Terra Cotta; No Cost Scope & Budget from Mid-Continental
 - d. Ag Expo Center Update and Next Steps: October 21 IEDA; Fundraising; Architectural Committee
 - e. Department Head Meeting
 - f. Woodbury County Security Meeting: CIP Re-Allocation for video/sound equipment

18. Reports on Committee Meetings Information

19. Citizen Concern Information

20. Board Concerns and Comments Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

MONDAY, SEPT. 19	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
WEDNESDAY, SEPT. 20	12:00 noon	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
	10:00 a.m.	Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook Street
MONDAY SEPT. 26	6:00 p.m.	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Merville, Iowa.
TUESDAY, SEPT. 27	2:00 p.m.	Decat Board Meeting, Western Hills AEA, Room F
	1:30 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
MONDAY, OCTOBER 3	6:00 p.m.	Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, OCTOBER 4	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, OCTOBER 5	12:00 noon	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, OCTOBER 6	5:00 p.m.	Conservation Board Meeting, Little Sioux Park
WEDNESDAY, OCTOBER 12	8:05 a.m.	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
	6:30 p.m.	Woodbury County Solid Waste Agency (Sanitary Landfill) Executive Committee Meeting, Public Safety Center, Climbing Hill
THURSDAY, OCTOBER 13	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
	7:00 p.m.	Siouxland Mental Health Center, Board Meeting, 625 Court Street

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.

SEPTEMBER 13, 2016, THIRTYFORTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, September 13, 2016 at 4:30 p.m. Board members present were Monson, Ung, Clausen, Taylor, and Smith. Staff members present were Dennis Butler, Budget/Tax Analyst, Heather Satterwhite, 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. Bruce Lear, 3531 Idlewood, Sioux City, invited the Board to a panel discussion on raising the minimum wage in Woodbury County.
3. Motion by Monson second by Taylor to approve the Agenda for September 13, 2016. Carried 5-0. Copy filed.
4. Motion by Clausen second by Ung to approve the minutes of the September 6, 2016 Board meeting. Carried 5-0. Copy filed.
5. Motion by Taylor second by Smith to approve the claims totaling \$462,549.49. Carried 5-0. Copy filed.
6. Presentation of Resolution thanking and commending Mikki Paul for her years of service in Woodbury County. Copy filed.
7. Motion by Monson second by Taylor to approve the reclassification of Jeromy Stroman, Civilian Jailer, County Sheriff Dept., effective 9-27-16, \$24.12/hour, 11%=\$2.51/hr. Per CWA Civilian Officers Contract agreement, from Senior Class to Master Class.; and the reclassification of Anthony Velasquez, P/T Youth Worker, Juvenile Detention Dept., effective 9-28-16, \$18.68/hour, 48%=\$.71/hr. Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 1 to Grade 1/Step 2. Carried 5-0. Copy filed.
8. Motion by Smith second by Clausen to receive the Commission of Veteran Affairs Quarterly report. Carried 5-0. Copy filed.
- 9a. Motion by Clausen second by Smith to authorize the Chairperson to sign and release of real estate mortgage for Triple H International, LLC. Carried 5-0. Copy filed.
- 9b. Motion by Monson second by Taylor to authorize the Chairperson to sign release of real estate mortgage for Ultimate Plaza, LLC. Carried 5-0. Copy filed.
10. Motion by Smith second by Monson to hire additional support staff for the Fine Collection Division within County Attorney's office. Carried 5-0. Copy filed.
11. Motion by Monson second by Clausen to approve the plans for the bridge replacement of FHWA structure number 355132, project #L-B(D38)—73.97. Carried 5-0. Copy filed.
12. Information was presented on a LEC Optimization Plan. Copy filed.
13. The Chairperson reported on day to day activities.
14. The Board members reported on their committee meetings.
15. There were no citizen concerns.
16. Board members presented their concerns and comments.

The Board adjourned the regular meeting until September 20, 2016.

Meeting sign in sheet. Copy filed.

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

#8a

Date: 9/16/2016 Weekly Agenda Date: 9/20/2016

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

WORDING FOR AGENDA ITEM:

Public hearing and sale of property parcel #122580 (aka 2600 Center Street)

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:

BACKGROUND:

The board approved the Notice of Property Sale Resolution on September 6th, 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 \$206.00

ACTION REQUIRED / PROPOSED MOTION:

Approve the sale of property to the highest bidder.

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #122580

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

**Lot Twelve Block Nine Crescent Park Addition, City of Sioux City, Woodbury County, Iowa
(2600 Center Street)**

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **20th Day of September, 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 at a public auction to be held on the **20th Day of September, 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 \$206.00** 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 6th Day of September, 2016.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Jeremy J. Taylor, Chairman

REQUEST FOR MINIMUM BID

Name: Theresa Mundhenk Date: 2-23-16

Address: P.O. Box 911, Killdear, ND 58640 Phone: 208-582-2035

Address or approximate address/location of property interested in:

2600 Center

GIS PIN # 894720137008

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

Legal Description:

Lot 12 Block 19 Crescent Park Addition City of
Sioux City, Woodbury County, Iowa

Tax Sale #/Date: 01058/2011 Parcel # 122580

Tax Deeded to Woodbury County on: 8/17/2016

Current Assessed Value: Land \$7,700 Building - Total \$7,700

Approximate Delinquent Real Estate Taxes: \$1,363-

Approximate Delinquent Special Assessment Taxes: \$3,008-

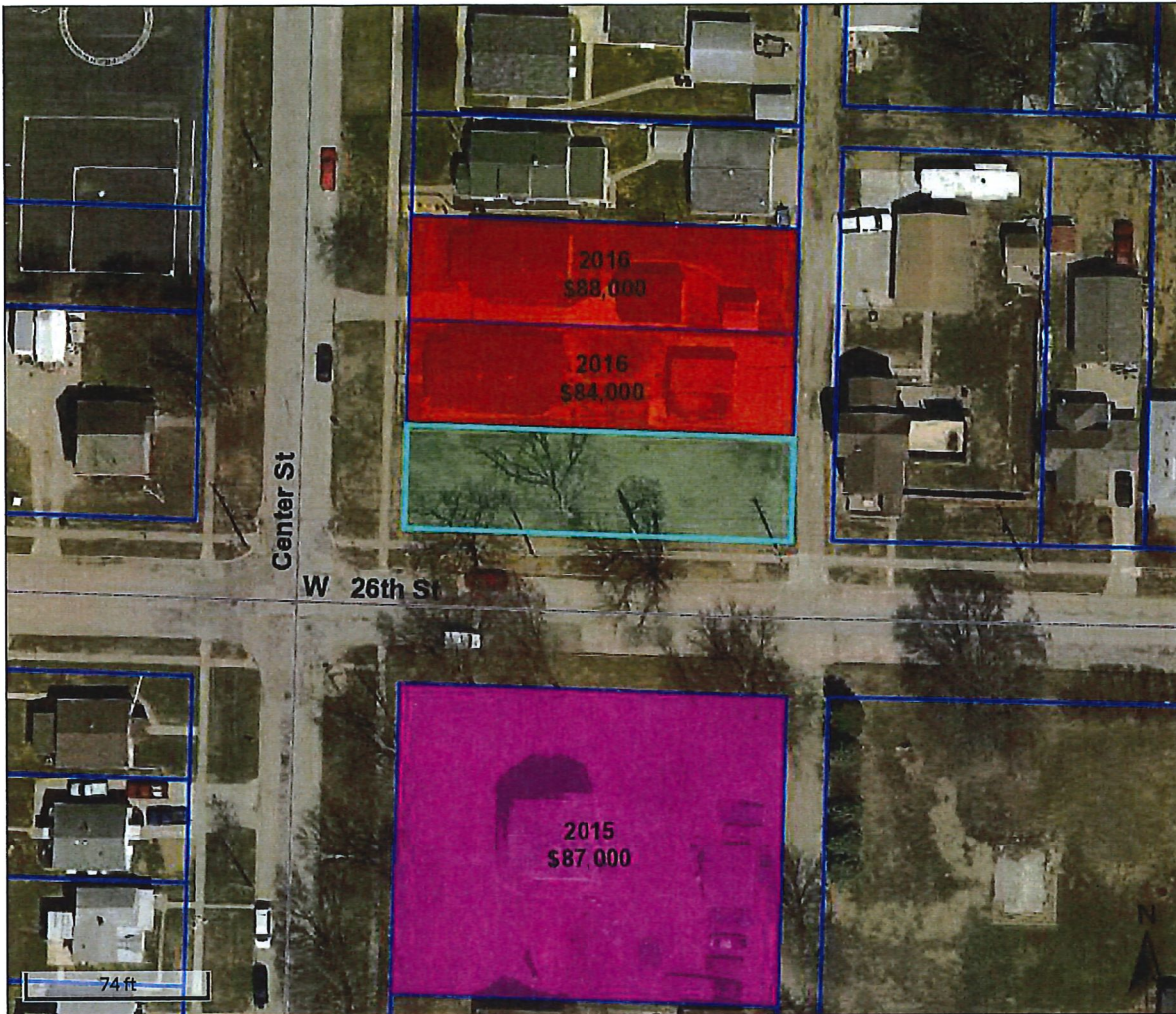
*Cost of Services: \$106-

Inspection to: Mark Monson Date: 2-23-16

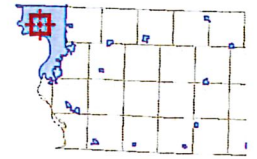
Minimum Bid Set by Supervisor: \$100⁰⁰ plus cost of services of \$106 for

Date and Time Set for Auction: 9/20/16 @ 4:35pm a total of \$206 min bid.

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



Overview



Legend

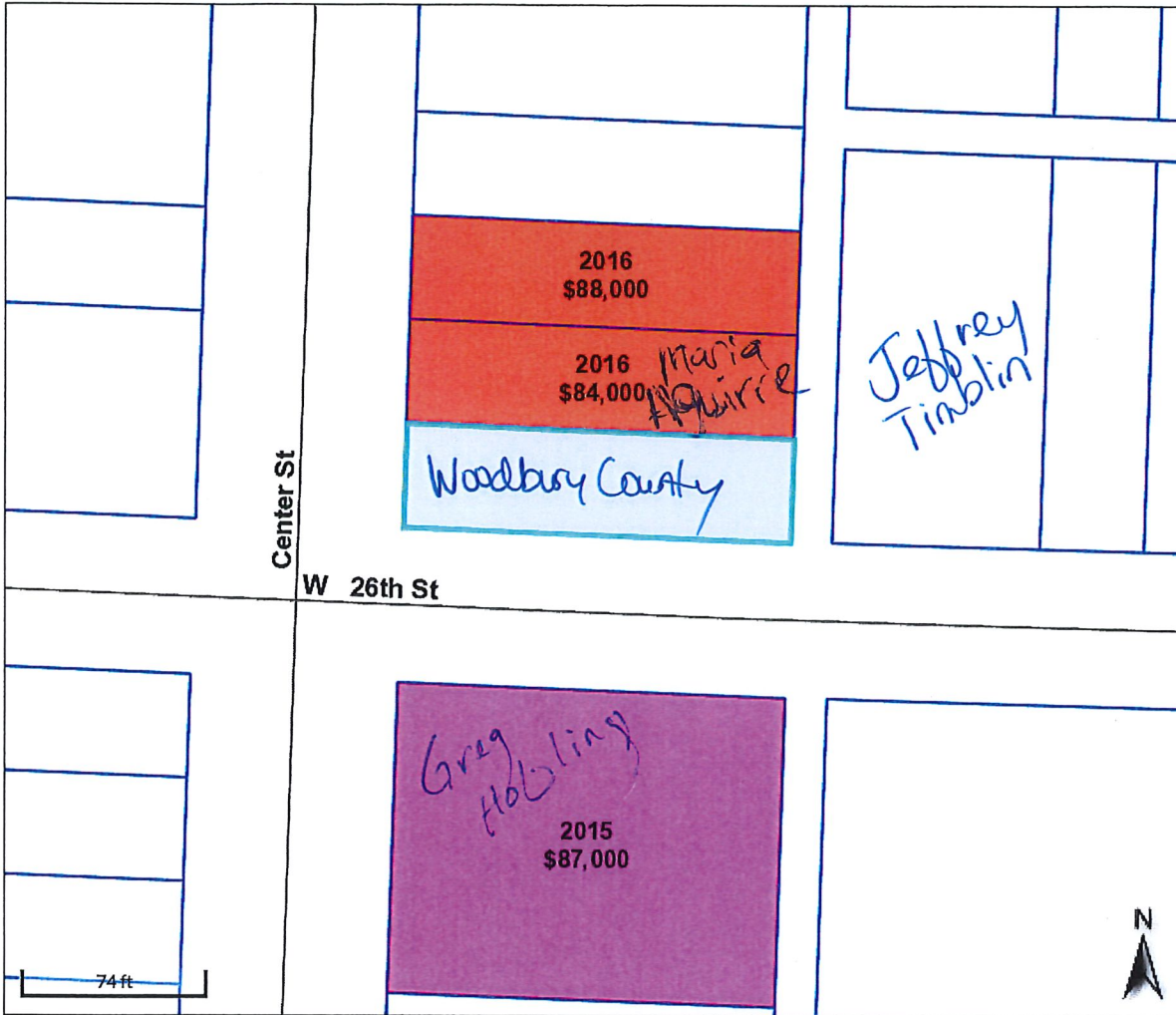
- Roads
- Corp Boundaries
- Townships
- Residential Sales
 - 2014
 - 2015
 - 2016
- Parcels

Parcel ID	894720137008	Alternate ID	122580	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	Class	R		WOODBURY COUNTY COURTHOUSE
Property Address	2600 CENTER ST	Acreage	n/a		18215 Waco St. NW
	SIOUX CITY				Anoka, MN 55303-0000
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	CRESCENT PARK				
	LOT 12 BLK 9				
	(Note: Not to be used on legal documents)				

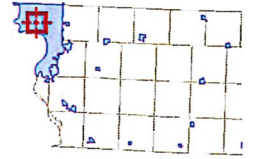
Date created: 9/1/2016
 Last Data Uploaded: 8/31/2016 10:40:17 PM

Developed by
 The Schneider Corporation

Beacon™ Woodbury County, IA / Sioux City



Overview




Legend

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

Parcel ID	894720137008	Alternate ID	122580	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	Class	R		WOODBURY COUNTY COURTHOUSE
Property Address	2600 CENTER ST	Acreage	n/a		18215 Waco St. NW
	SIOUX CITY				Anoka, MN 55303-0000
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	CRESCENT PARK				
	LOT 12 BLK 9				
	(Note: Not to be used on legal documents)				

Date created: 9/1/2016
 Last Data Uploaded: 8/31/2016 10:40:17 PM

 Developed by
 The Schneider Corporation

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

Date: 9/16/2016 Weekly Agenda Date: 9/20/2016

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

WORDING FOR AGENDA ITEM:

Approval of Notice of Property Sale Resolution for Parcel #447046

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:

BACKGROUND:

Minimum bid of \$606.00 has been set, due to interest in the property.

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

RECOMMENDATION:

Approve the resolution of Notice of Property Sale for parcel #447046 (1811 Douglas Street) with the public hearing and auction to be set for October 4th, 2016 at 4:35 p.m.

ACTION REQUIRED / PROPOSED MOTION:

Approve the Notice of Property Sale Resolution.

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #447046

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

N Forty-One Feet Lot Four, Block Fourteen, Sioux City Rose Hill Addition of Sioux City, in the County of Woodbury and State of Iowa (1811 Douglas 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 **4th Day of October, 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 at a public auction to be held on the **4th Day of October, 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 \$606.00** 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 20th Day of September, 2016.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Jeremy J. Taylor, Chairman

REQUEST FOR MINIMUM BID

Name: Victor Atilano Date: 4/22/13

Address: 1815 Douglas Street Phone: ~~223-1628~~
281-4186

Address or approximate address/location of property interested in:
1811 Douglas Street

GIS # 894721312014

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

Legal Description:
Rose Hill Addition Except the South 9ft.
Lot 4, Block 14, Sioux City @@@@ in
the County of Woodbury and State of Iowa

Tax Sale #/Date: # 01056 6/20/11 Parcel # 447046

Tax Deeded to Woodbury County on: 9/14/2016

Current Assessed Value: Land \$6,100- Building Ø Total \$6,100-

Approximate Delinquent Real Estate Taxes: \$1,500-

Approximate Delinquent Special Assessment Taxes: \$58,090-

*Cost of Services: \$106-

Inspection to: Larry Clausen Date: 4/22/13

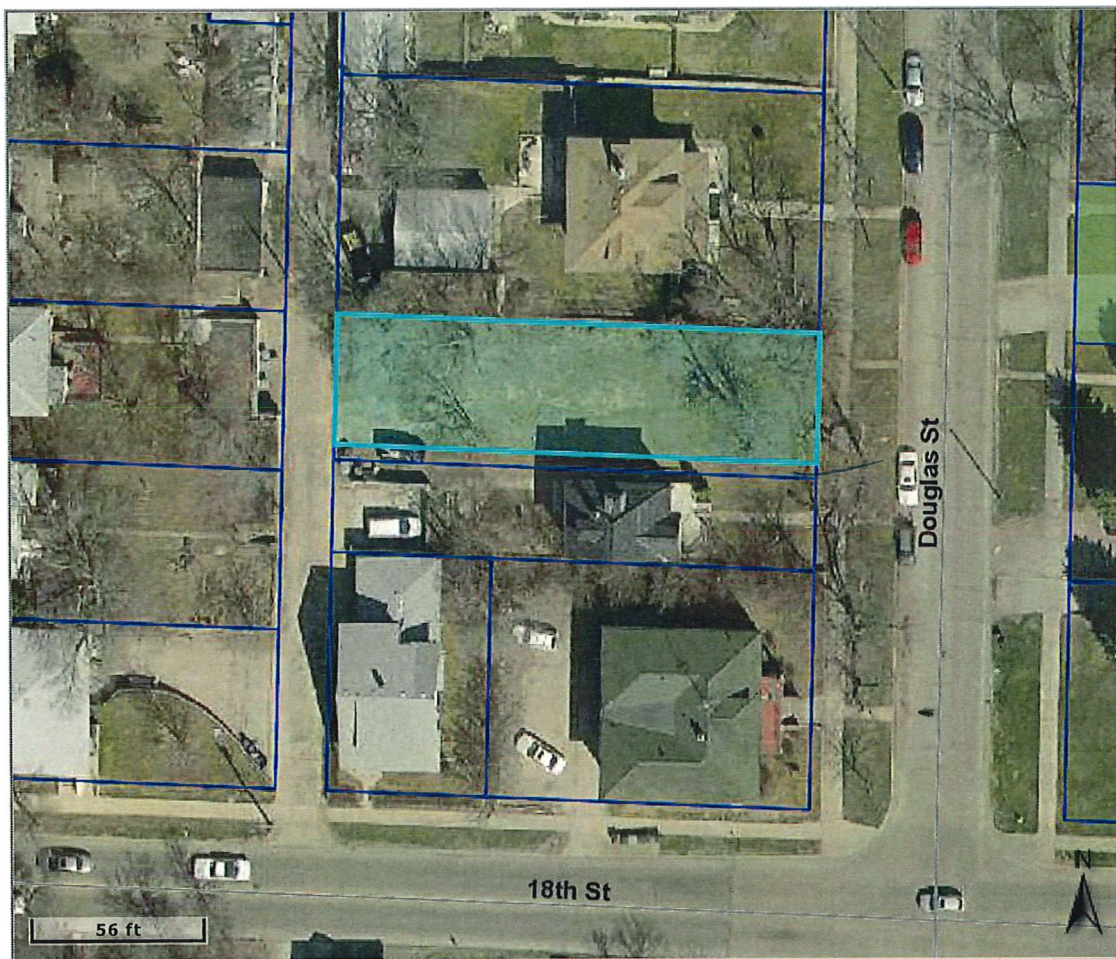
Minimum Bid Set by Supervisor: \$500- plus \$106 for cost of services for a total

Date and Time Set for Auction: Oct. 4th @ 4:35. of \$606- min. bid

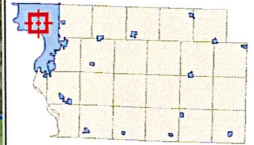
* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Date Created: 4/23/2013



Overview



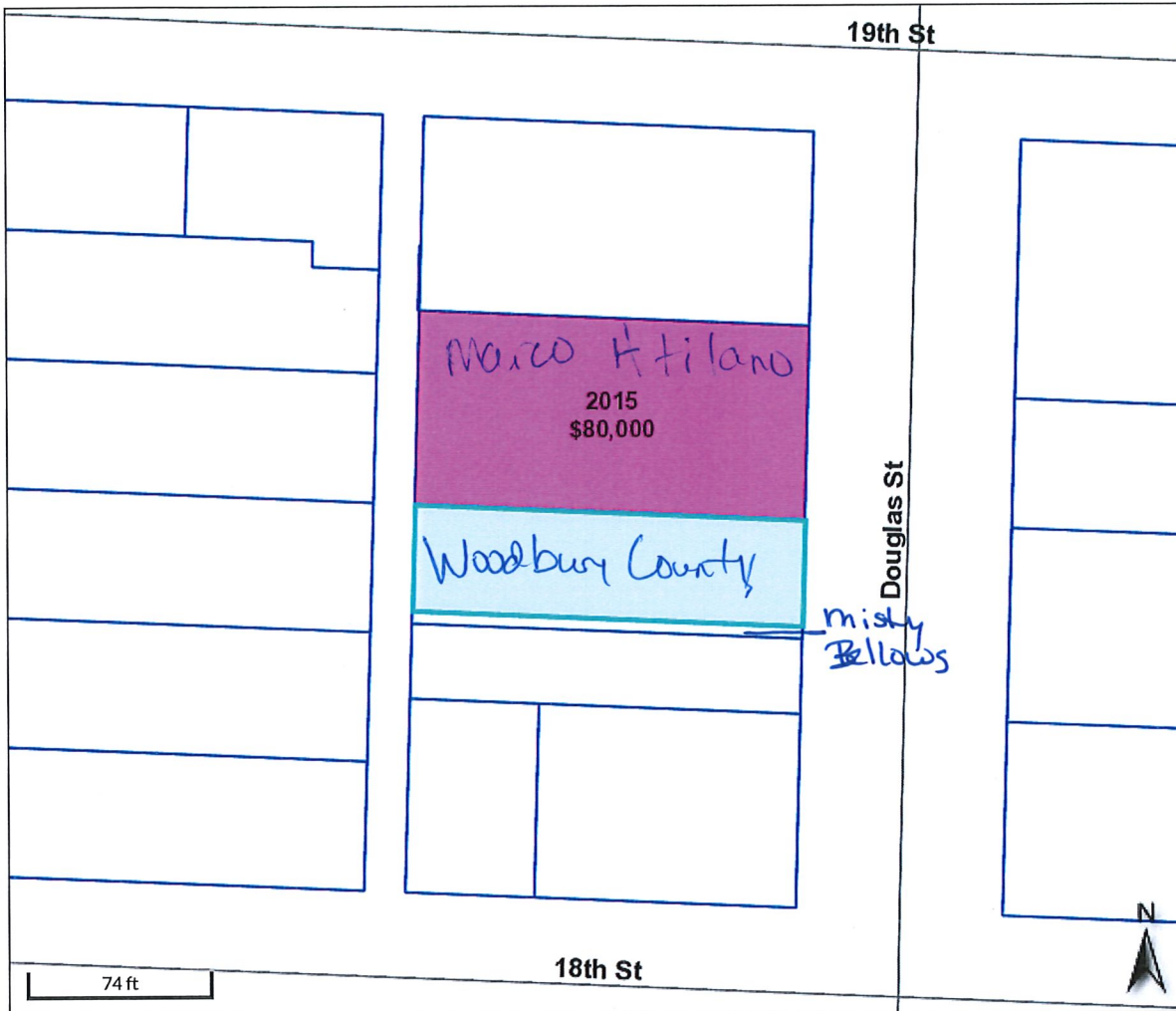
Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Sections
- Residential Sales**
- 2011
- 2012
- 2013
- ▭ Parcels

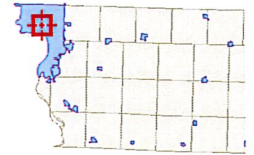
Parcel ID	894721312014	Alternate ID	447046	Owner Address	KMA11 LLC
Sec/Twp/Rng	0-0-0	Class	R		BMB #207
Property Address	1811 DOUGLAS ST SIOUX CITY	Acreage	n/a		4 DO NOT MAIL,
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	ROSE HILL N 41 FT LOT 4 BLK 14				

(Note: Not to be used on legal documents)

Last Data Upload: 4/23/2013 3:58:17 AM



Overview




Legend

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

Parcel ID	894721312014	Alternate ID	447046	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	Class	R		WOODBURY COUNTY COURTHOUSE
Property Address	1811 DOUGLAS ST	Acreage	n/a		BMB #207
	SIOUX CITY				4501-14 Southern Hills Dr.
					Sioux City, IA 51106-0000
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	ROSE HILL 2ND				
	N 41 FT LOT 4 BLK 14				
	(Note: Not to be used on legal documents)				

Date created: 9/16/2016

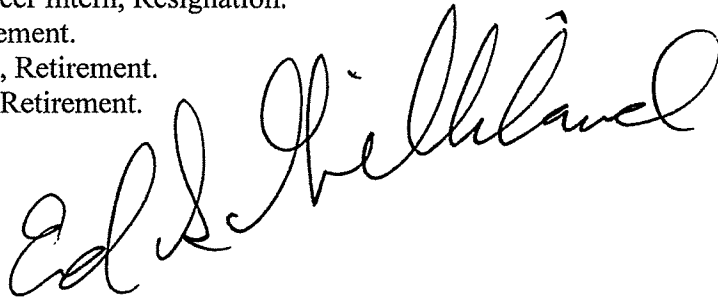
 Developed by
The Schneider Corporation

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: September 20, 2016

For the September 20, 2016 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) Secondary Roads Civil Engineer Intern, Resignation.
- 2) County Sheriff Deputy, Retirement.
- 3) County Sheriff Civilian Jailer, Retirement.
- 4) County Sheriff Jail Sergeant, Retirement.

A handwritten signature in black ink, reading "Ed Gilliland", written in a cursive style.

Thank you

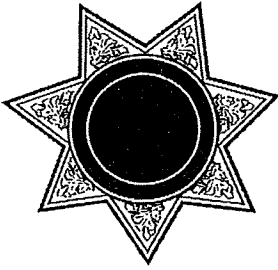
HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA

DATE: September 20, 2016

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Sheriff	Civilian Jailer	CWA: \$18.00/hour		
County Sheriff	Jail Sergeant	CWA: \$26.68/hour		
Secondary Roads	Civil Engineer Intern	Wage Plan: \$55,435 to \$58,634/year		
	*Please see attached memos.			

Chairman, Board of Supervisors



Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@sioux-city.org
FAX: 712.279.6522

September 12th, 2016

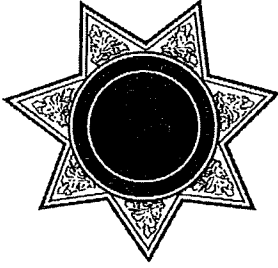
David A. Drew-Sheriff
Ed Gilliland-HR Director

Good day,

Correctional Officer Shirley Michaud is retiring from the Woodbury County Deputy Sheriff's Office Jail Division. Officer Michaud's last day will be October 31st, 2016. Sheriff Dave Drew is requesting HR Director Gilliland begin the Board approved process to fill the opening with a qualified candidate.

Officer Michaud is an excellent Officer and we wish her the very best and thank her for her service to Woodbury County and the Woodbury County Sheriff's Office.

Greg Stallman, Major



Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@sioux-city.org
FAX: 712.279.6522

August 24th, 2016

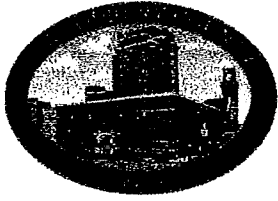
David A. Drew-Sheriff
Ed Gilliland-HR Director

Good day,

Sergeant Al Shinkunas is retiring after 35.7 years of service to the Woodbury County Sheriff's Office. Sergeant Shinkunas' last day will be November 30th, 2016. Sergeant Shinkunas' last work day will be October 28th, 2016. Sheriff Dave Drew is requesting HR Director Gilliland request Board approval for a Sergeant's position to begin October 28th, 2016 and de-authorization of Sergeant's Shinkunas sergeant's position on November 30th, 2016.

Sergeant Shinkunas is a tremendous leader and has reached the apex of his career, he leaves in great standing and his leadership will be hard to replace.

Greg Stallman, Major



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@sioux-city.org

ASSISTANT TO THE COUNTY ENGINEER
Benjamin T. Kusler, E.I.T.
bkusler@sioux-city.org

SECRETARY
Tish Brice
tbrice@sioux-city.org

To: Woodbury County Board of Supervisors Chair
Ed Gilliland, Woodbury County Human Resources Director

From: Mark J. Nahra, County Engineer

Date: September 9, 2016

Subject: Civil Engineer Intern Position

The Secondary Road Department currently has a vacancy for a Civil Engineer Intern position which was created by the resignation of Cory Gaston. I would like to fill this vacancy as soon as possible due to our current work load within the department.

I am asking the Board to concur with my recommendation to hire an employee to fill the Civil/Construction Engineer Intern position. This position is already fully budgeted, so no new full time position is being created. The civil engineer intern position is a wage plan position with an annual salary.

Please contact me if you have any questions. Thank you for your assistance and attention.

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

#9c

Date: 2016-09-14

Weekly Agenda Date: 2016-09-20

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ed Gilliland

WORDING FOR AGENDA ITEM:

Information on Policy Updates to the Revised Employee Handbook

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

We are presenting the updated Woodbury County Employee Handbook. The revisions have been seen by the good folks on the Policy Review Committee and were written by our law firm, Heidman Law.

BACKGROUND:

Woodbury County was using a handbook that was completed in 2010/2011 and accepted and approved in 2011. The previous handbook was overall a good quality document, but the laws have changed since that time. The previous book was NOT sequentially numbered rather it was numbered by section so it was difficult to navigate. We have revamped that and made other changes to make this a quality document to work from. Some of the changes include reference to the True Speak process and alignment with that process. We no longer have tiers for violation of Work Rules.

FINANCIAL IMPACT:

No new fees will be incurred by approving this handbook.

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:

Receive information regarding new handbook.

ACTION REQUIRED / PROPOSED MOTION:

Receive information regarding new handbook.

**Woodbury County Employee Handbook Proposed Revisions
September 15, 2016**

The following list provides the proposed material revisions to the Woodbury County Employee Handbook. These correspond to the red text in the accompanying copy of the Handbook marked "Proposed Revision 9/15/16". In addition to the below, many more non-material and grammatical changes have been made in the Proposed Revision 9/15/16 version to clarify the existing policies.

Policy Number	Change	Reason for Change
1.2	The disclaimer on collective bargaining is made a separate policy number	This change moved the disclaimer about the CBAs to its own policy rather than being buried in the introduction (Section 1.1) of the handbook.
1.6	Previously, the Handbook delineated between Regular Part Time Employees that Worked Over 25 Hours/Week and those that Worked Under 25 Hours/Week. The delineation is now 30 hours/week.	This change brings the County in line with the minimum requirements of the Affordable Care Act, which requires employers to offer health insurance to employees working at least 30 hours per week. It is recommended that the County match the ACA. The remaining changes to this policy are minor, non-substantive changes.
1.10	New Policy	This is a new policy to address appropriate dress and attire for employees. Although some departments may have a uniform requirement, many do not. For those employees that do not have a uniform requirement, this policy now reminds them that clothing needs to be appropriate.
1.11	Deleted second paragraph. Added reference to other department codes of ethics and warning of disciplinary action.	The paragraph deleted seemed to allow for violation of these ethical principles. The added sentences are recommended for clarification.
2.1	Deleted the sentence regarding vacancy being open only for a specific time period.	Deletion was appropriate because this was not followed. In practice, generally a position remains open until filled.
2.3	Added language about minimum length of time required for job postings and about vacancies remaining open until filled or closed in the County's discretion.	Iowa law requires openings to be posted for at least ten days.
2.6	Added some language and deleted other language.	These changes are meant to strengthen the policy and reiterate compliance with the ADA.

2.7	The procedure for performance reviews was deleted.	In addition to these deleted paragraphs containing more detail than necessary for an Employee Handbook, we advise against having the employee and supervisor jointly complete the performance review. The performance review is a time for the supervisor to give an unbiased accurate assessment of performance. It is less likely that this will occur if the supervisor is completing the review with the employee or in the employee's presence as the policy had previously stated.
3.6	Changes regarding use of vacation time for closings.	These changes are made to comport with the Chairman's direction for handling the severe weather event closings this past winter. In particular, it clarifies when employees will be required to use vacation time for weather closings.
4.2	Floating Christmas Holiday added and two personal days deleted.	Changes done to comport with actual practice. Personal days are not really holidays and instead are discussed in a separate policy, 4.9.
4.5	Added sentence regarding concurrent running of FMLA leave with extended family leave.	This change is in effect so that employees are not allowed to "stack" leaves thereby receiving 12 weeks FMLA plus an additional 15 days of extended family.
4.9	Created a new section regarding personal days.	This change clarifies the personal day benefit.
4.14	Removed the sentence about amount of time that may be granted for unpaid leaves of absences.	The removed language was unnecessary and gave the impression that leaves of absences would always be in 30 day increments. Also, it was recommended by the Policy Committee that all unpaid leaves of absences be subject to Board discretion and approval.
5.1	Edits to clarify benefits apply to part time employees working at least 30 hours per week. Also added reference to the early retirement continuation of health insurance coverage under Iowa Code 509A.13.	Changes made to align with ACA.
6.3	Added a direct deposit requirement.	Iowa law allows employers to require direct deposit of all employees subject to the few exceptions listed.
7.1	Eliminated unnecessary text	Policy was simplified to follow Iowa statute.

		The additional detail was unnecessary.
7.8	The full Travel and Expense Policy was removed and instead the purpose/introduction was left in the Handbook.	This policy was more detail that needed to be in the Handbook and instead was more appropriate for the internal policy manual as it will not affect a majority of the County's employees.
8.1/8.2	Revised language of 8.1 and added new section 8.2	This is in response to new OSHA regulations that now require employers to be more proactive in informing employees of their right to report workplace injuries and illnesses without fear of retaliation.
8.4	Removed language that provided for specific consequences or additional "chances" following a failed drug or alcohol test. Added requirements to post-accident testing.	The consequences for failing a drug or alcohol test should allow the employer discretion depending on the circumstance. Changes were made to the post-accident drug testing pursuant to OSHA regulation changes. Under the new regulations, post-accident drug testing can occur only if the use of drugs or alcohol likely contributed to the accident and if the testing can detect the level of impairment at the time of the accident.
9.7	Added additional information about the Iowa law prohibiting public employees from receiving gifts.	This change was to notify employees of this law (Iowa Code 68B.22). A person who knowingly violates this law is guilty of a serious misdemeanor and the statute expressly allows such person to be reprimanded, suspended, or dismissed from the person's position.
9.11	Additional language about reporting violations of the Iowa Smokefree Air Act.	The statute requires employers to notify employees of how to report violations.
9.15	Various changes to the social networking policy.	The National Labor Relations Board has issued much guidance recently on its determination that many social media policies intrude on the collective bargaining rights of employees. Although public employees are governed by PERB and not the NLRB, it is recommended that the County follow this guidance. Accordingly, the proposed changes comport with this guidance.
9.16 and 9.17	Completely revised	These sections were completely revised. The prior system for disciplinary action consisted of three structured levels of discipline. The revised policies give supervisors and HR the discretion to apply the appropriate level of

		discipline depending on the violation and totality of the circumstances, not depending on the pre-determined level of violation. The work rules are not meant to be all inclusive but rather hit on the most common violations but do include much of the prohibited conduct that existed in the prior policy. Finally, a clarification was added to explain that True-Speak is a “management technique” used by the County but that if such techniques are in conflict with the Handbook, the Handbook controls.
11.1	Removed the sentence regarding pay for accrued vacation following four months of employment.	This was eliminated pursuant to direction from HR because currently all employees receive a final vacation payout upon separation consisting of all accrued vacation no matter how long they have been working for the County.
11.3	Added reference to the early retirement continuation of health insurance coverage under Iowa Code 509A.13.	Previously, this policy did not discuss this benefit.

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

Date: 09-12-16 Weekly Agenda Date: 09-20-16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Glenn Sedivy 911 Director

WORDING FOR AGENDA ITEM:

Approve a Motion to a Fiber Optic Exchange Agreement between Woodbury County, Starcomm, the City of Sioux City and Fibercomm, L.L.C.

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 checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

Fiber Optic facility exchange agreement between Woodbury County, Starcomm, the City of Sioux City and FiberComm, L.L.C.

BACKGROUND:

Starcomm Executive Board is making a recommendation to Woodbury County Supervisors and the Sioux City Council to enter into a Fiber Optic facility exchange agreement with FiberComm, L.L.C. This agreement exchanges the use of 1 empty 2" fiber optic duct owned and operated by Woodbury County/Starcomm to construct a fiber optic network to the Woodbury County/Starcomm West radio tower.

FINANCIAL IMPACT:

\$00.00

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 Agreement

ACTION REQUIRED / PROPOSED MOTION:

Approve Motion to enter into a Fiber Optic Exchange Agreement with FiberComm, L.L.C.

AGREEMENT

AGREEMENT (the "Agreement") made and entered into as of September ____, 2016, by and between the City of Sioux City, Iowa (the "City"), Woodbury County, Iowa (the "County"), Siouxland Tri-State Area Radio Communications ("Starcomm") and FiberComm, L.L.C. ("FiberComm").

Background

A. The County has installed underground conduit from 6th Street and Lewis Boulevard to 4647 Stone Avenue as part of the Siouxland Tri-State Radio Communications ("Starcomm") fiber network ("Conduit A") which is currently empty/unoccupied, as shown on the attached Conduit A.

B. The City has access to a currently empty/unoccupied FiberComm conduit under a separate agreement with FiberComm dated November 26, 2012, pursuant to Resolution No. 2012-0825, from Hamilton Boulevard to Riverside Boulevard on West 19th Street, ("Conduit B") which is currently empty/unoccupied, as show on the attached Conduit B.

C. The parties have agreed that FiberComm will provide and install fiber optic cable, conduit and splicing services as set forth below in return for the right to use and occupy the Conduit A owned by the County.

Terms

NOW, THEREFORE, the parties agree as follows:

1. Obligations of the County.

(a) The County will own, operate and maintain the existing County Conduit described in Background Paragraphs A.

2. Grant of Rights to FiberComm. The County grants FiberComm the right and license to install, operate, and maintain fiber cable and place additional splice vaults, in which FiberComm will have unconditional use within the existing spare 2" Conduit A between the locations described above in Background Paragraph A for operating (including splicing), testing, maintenance, or any other reasonable purpose, at any splice vaults or hand hole on the Conduit A or at any other locations where the fiber optic cable may be accessed. It is acknowledged by the parties that FiberComm's right to use the Conduit A is exclusive and that the County continues retain ownership of the conduit.

3. Obligations of FiberComm.

(a) FiberComm shall provide all labor and material for installation and connection at the initial time of installation of one (1) ninety-six (96) fiber between Hamilton Boulevard and Riverside Boulevard in the conduit described in the above Paragraph B. FiberComm shall provide all labor and material of one (1) twelve (12) fiber

provided by the City to all of the signal cabinets and Fire Station 8 along with one (1) twenty-four (24) fiber provided by Starcomm to the Starcomm Communications Tower along West 19th Street. The fiber optic cable is to be owned and operated by the City. FiberComm will provide any conduit, vaults and splicing needs as described within this paragraph and as described within Exhibit C.

(b) For the entire period that FiberComm operates optical fiber or occupies space within Conduit A, as described in Background Paragraphs A and B of this Agreement, FiberComm will provide at no cost to the County, City or Starcomm all necessary Iowa One Call locating services of the Conduits A and B and encased fiber.

(c) FiberComm agrees that open cutting of public rights-of-way or private driveways or sidewalks in the Project to maintain its fiber shall be replaced to their condition prior to opening.

4. Obligations of the City.

(a) The City will provide Starcomm with twenty four (24) fibers within the ninety six (96) fibers from the Starcomm Communications Tower to West 19th Street and Hamilton Boulevard and twelve (12) fibers from West 19th Street and Hamilton Boulevard, north to Outer Drive on to 6th Street and Lewis Boulevard within the City's fiber optic network. The City will provide Starcomm with twelve (12) fibers from West 19th Street and Hamilton Boulevard to West 14th Street and Hamilton Boulevard onto the MLK fiber room located at 501 Nebraska Street, Sioux City.

(b) The City will obtain an easement from the Sioux City School District to install a 2" Conduit from West 19th Street to the Starcomm fiber vault located northwest of the Sioux City West Middle School located at 3301 West 19th Street, Sioux City.

5. Obligations of all Parties.

(a) The parties agree that in the event that it is necessary to relocate the Conduits described in Background Paragraphs A and B, and/or the fiber to accommodate a public improvement and/or for the repair of a public improvement in the public right-of-way, the responsibility and costs shall be apportioned as follows:

(1) Starcomm agrees that it will be responsible for the relocation of the County Conduit A at its expense.

(2) The City agrees that it will be responsible for associated expenses for the relocation of the City's fiber cable installed in FiberComm's Conduit B.

(4) FiberComm agrees that it will be responsible for associated expenses for the relocation of the fiber owned by FiberComm as described in Paragraphs A and B including splicing.

(b) FiberComm agrees to require all general contractors who may perform any work for FiberComm under the terms of this Agreement to post a payment bond with a surety by a company licensed to do business in the State of Iowa guaranteeing payment of all subcontractors and suppliers of the general contractor. In the event that FiberComm does not comply with this paragraph, it shall become a personal guarantor of the general contractor's obligations. This requirement is specifically provided for the benefit of third parties.

6. Indemnification. FiberComm agrees that it shall defend at its own expense, in the name and on behalf of the County, City and Starcomm, and shall indemnify and save harmless the County, City and Starcomm from any and all claims, suits, losses, damages, costs or expenses, to the extent caused or contributed to by the negligence of FiberComm or its contractor(s), on account of injury or damage to any person or property, caused or occasioned or allegedly caused or occasioned, in whole or in part, by reason of or arising out of the construction, excavation, operation or maintenance of the ducts and fiber permitted by this Agreement.

7. Miscellaneous.

(a) This Agreement, and any related written agreement that expressly references this Agreement, constitutes the entire Agreement of the parties with respect to the conduits, ducts, fiber and FiberComm's facilities, and the parties' rights and obligations with respect thereto and supersedes and cancels all prior discussions, arrangements, or agreements, written and oral, with respect to those subjects.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CITY of SIOUX CITY, IOWA

By _____
Robert E. Scott
Mayor of Sioux City, Iowa

Certification of City Clerk:

I, Lisa L. McCardle, certify that I am the City Clerk of the City of Sioux City, Iowa, and that Mayor Robert E. Scott, who executed this Agreement for and on behalf of the City, was duly authorized and empowered to do so as of September _____, 2016.

Lisa L. McCardle,
City Clerk of the City of Sioux City, Iowa

WOODBURY COUNTY, IOWA

By _____
Jeremy Taylor
Chairperson

Certification of County Auditor:

I, Patrick Gill, certify that I am the County Auditor of the Woodbury County, Iowa and that Jeremy Taylor, who executed this Agreement for and on behalf of the County, was duly authorized and empowered to do so as of September _____, 2016.

Patrick Gill
Woodbury County Auditor

STARCOMM, WOODBURY COUNTY, IOWA

By _____
Douglas Young
Chairperson

Certification of Starcomm:

I, Carie Anfinson-Haden, certify that I am the Administrative Secretary for Starcomm and that Chairperson Douglas Young, who executed this Agreement for and on behalf of Starcomm, was duly authorized and empowered to do so as of September _____, 2016.

Carie Anfinson-Haden,
Administrative Secretary for Starcomm

FIBERCOMM, L.L.C.

Date: _____

By _____
Jeffery Zyzda
COO/General Manager

STARCOMM CONDUIT A

TRI-STATE PUBLIC SAFETY COMMUNICATIONS FIBER OPTICS ROUTE



03-09-04

Glenn Sedivy

Legend

- Vaults
- Fiber Route 13,914 feet
- Streets



FIBERCOMM CONDUIT B

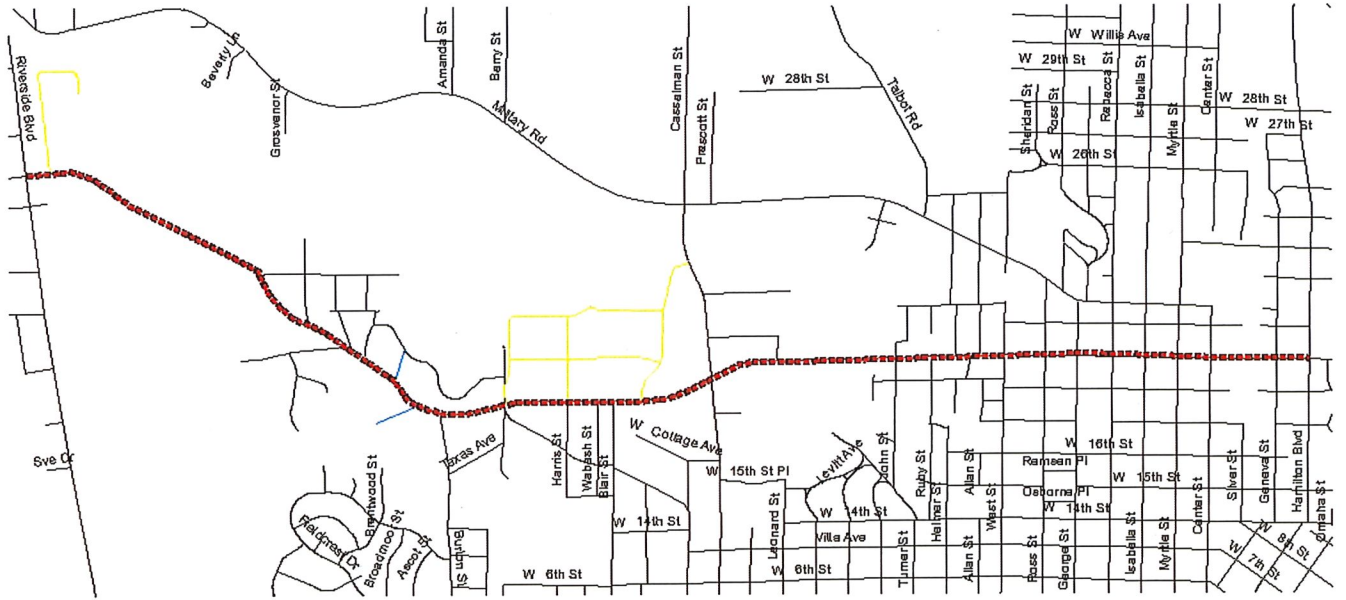
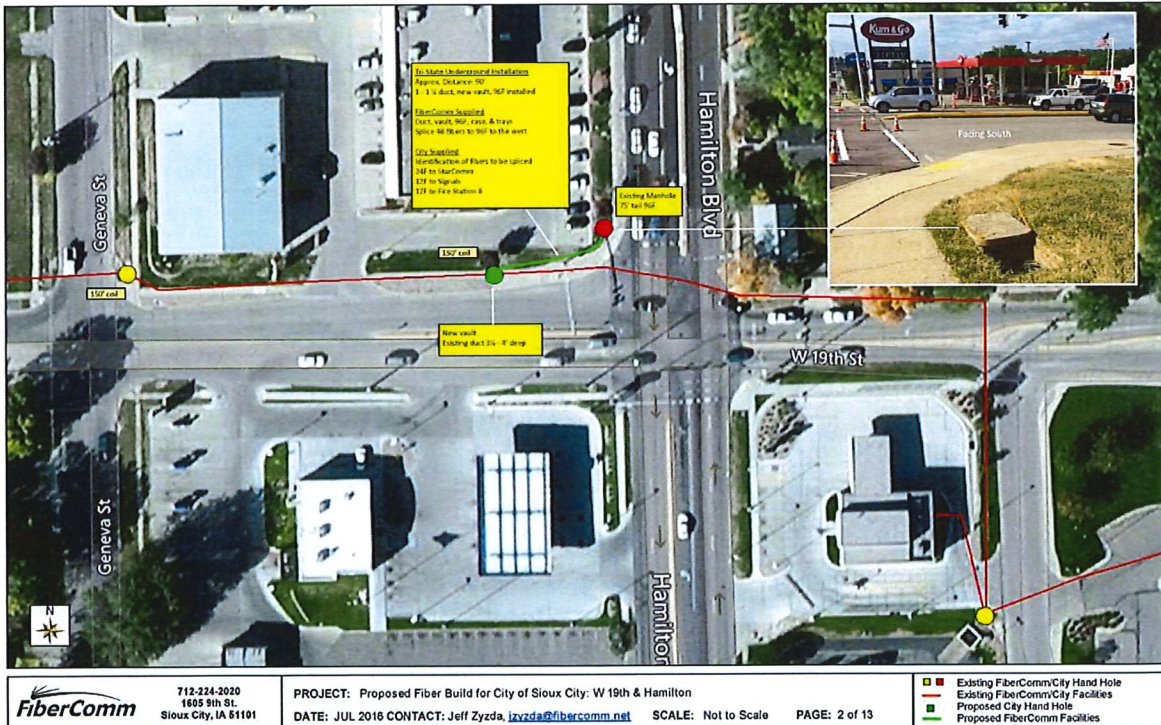
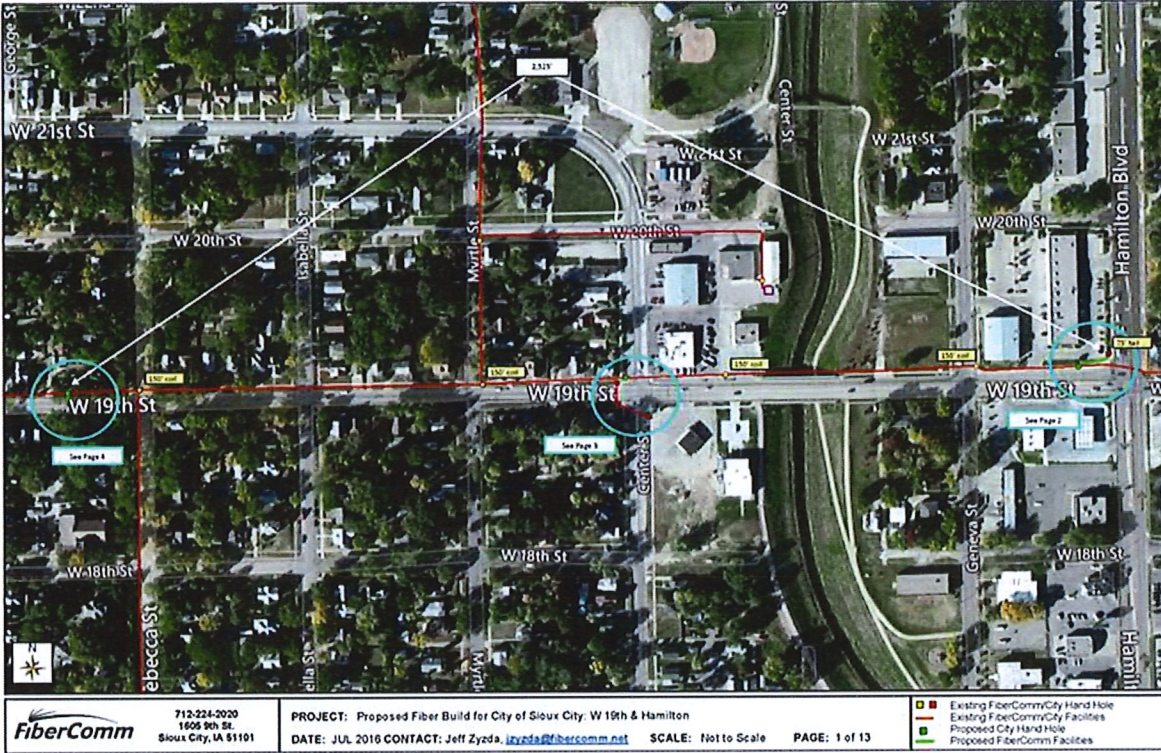
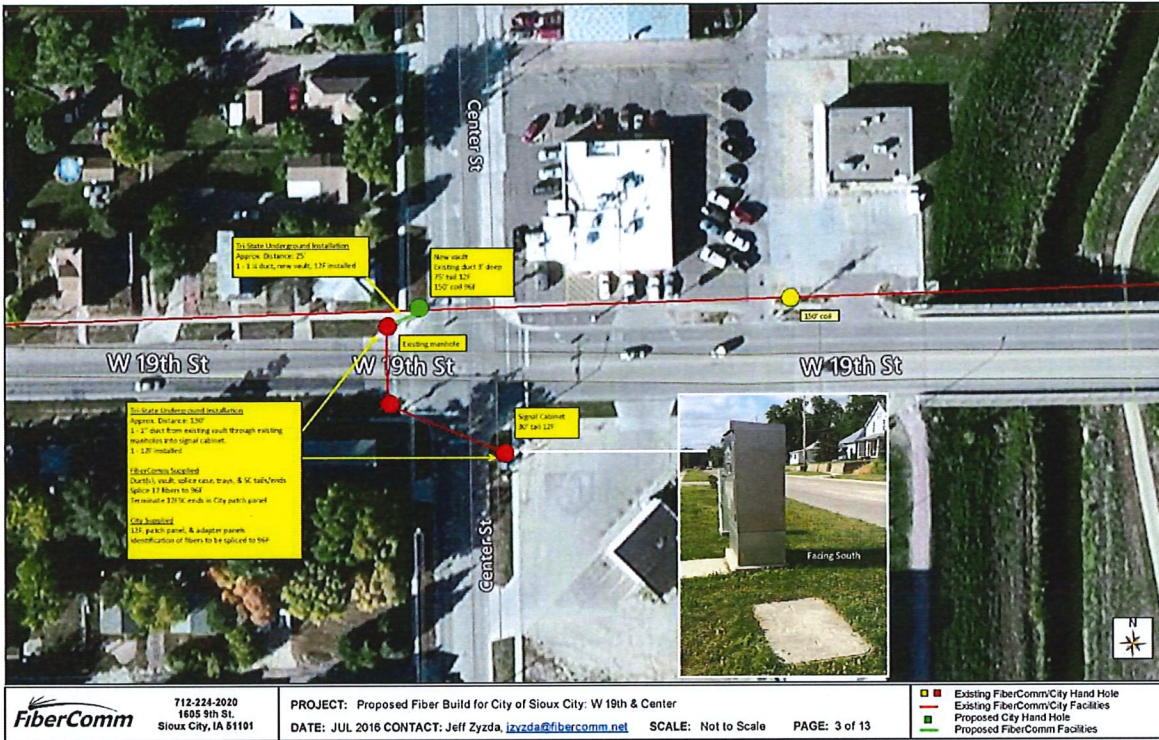
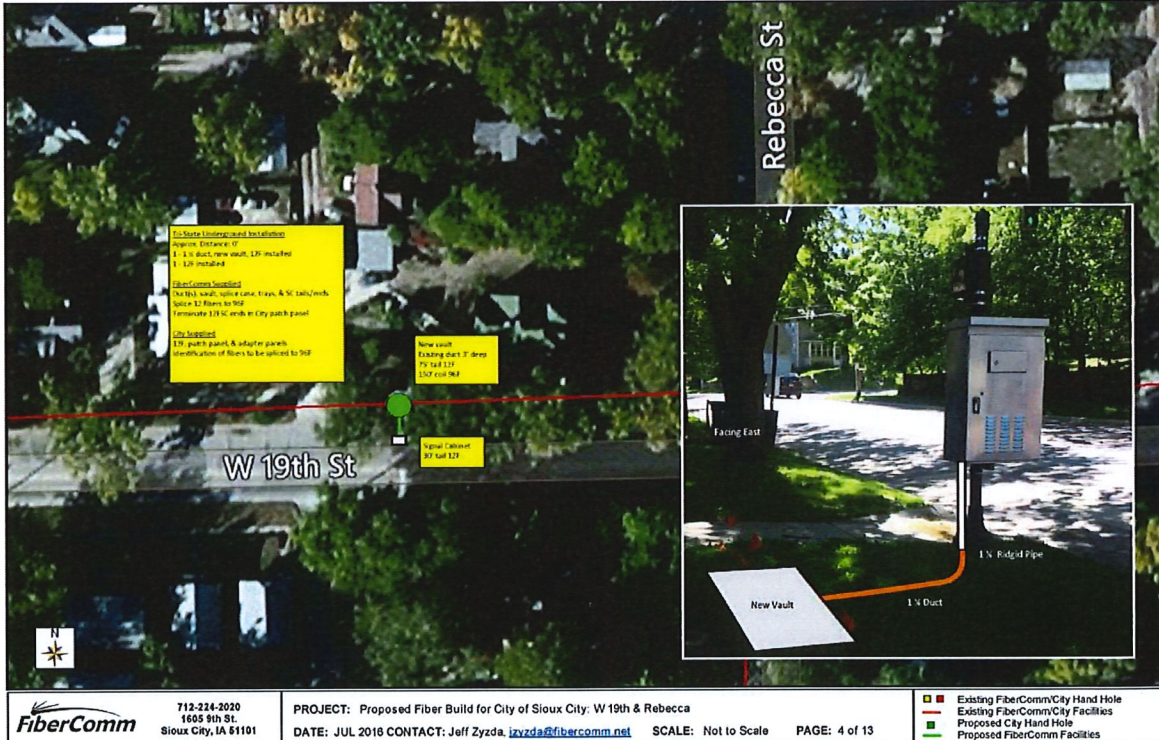


EXHIBIT C

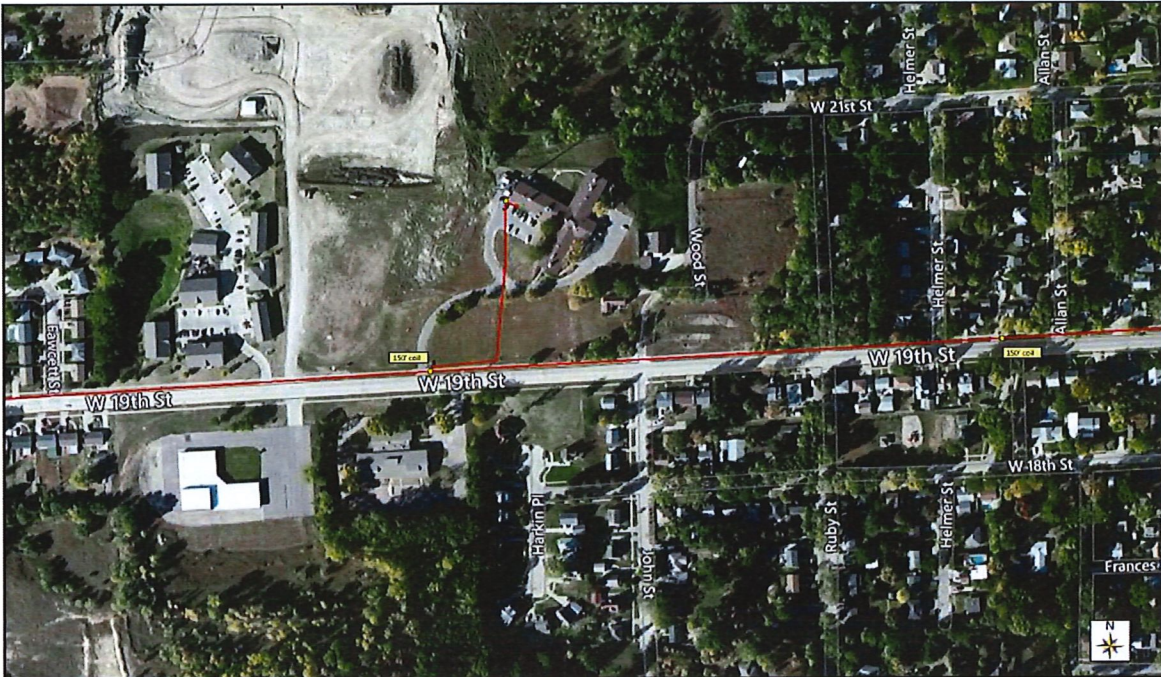




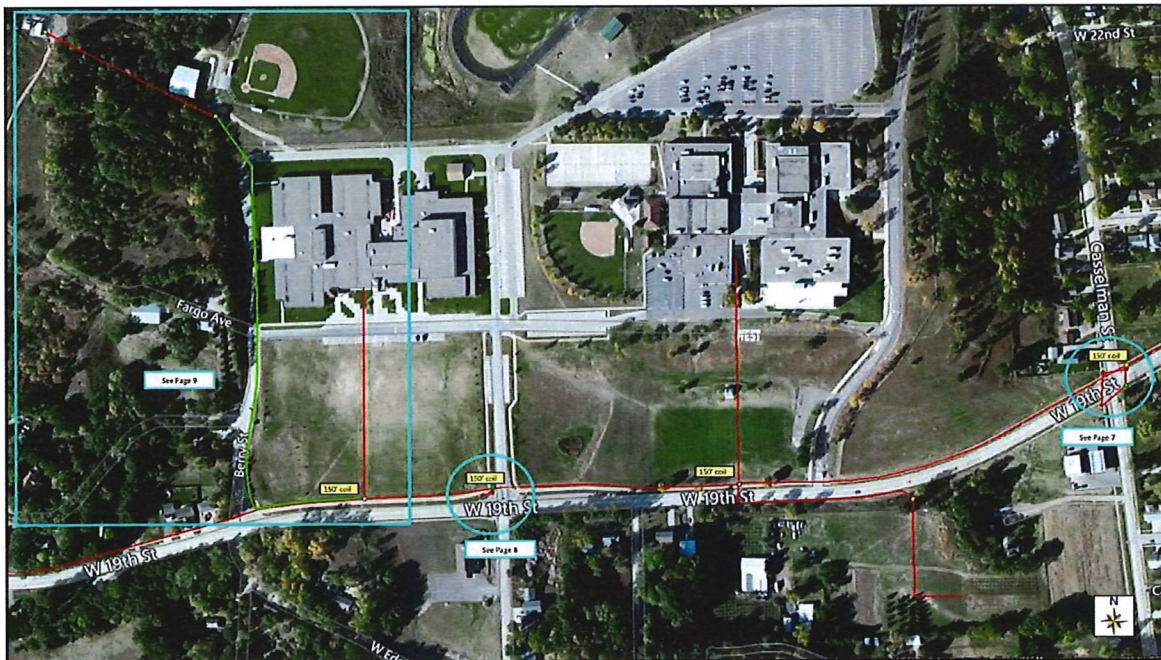
FiberComm 712-224-2020 1605 9th St. Sioux City, IA 51101
 PROJECT: Proposed Fiber Build for City of Sioux City: W 19th & Center
 DATE: JUL 2016 CONTACT: Jeff Zyzda, jzyzda@fibercomm.net SCALE: Not to Scale PAGE: 3 of 13
 Existing FiberComm/City Hand Hole
 Existing FiberComm/City Facilities
 Proposed City Hand Hole
 Proposed FiberComm Facilities




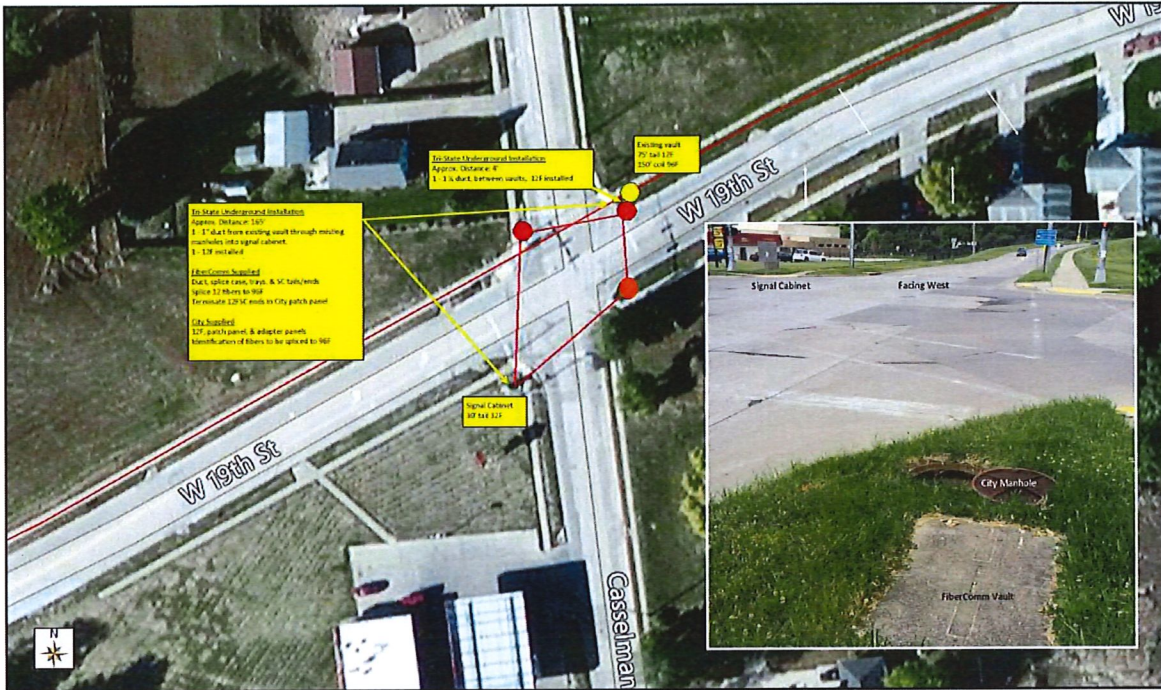
FiberComm 712-224-2020 1605 9th St. Sioux City, IA 51101
 PROJECT: Proposed Fiber Build for City of Sioux City: W 19th & Rebecca
 DATE: JUL 2016 CONTACT: Jeff Zyzda, jzyzda@fibercomm.net SCALE: Not to Scale PAGE: 4 of 13
 Existing FiberComm/City Hand Hole
 Existing FiberComm/City Facilities
 Proposed City Hand Hole
 Proposed FiberComm Facilities



 <p>712-224-2020 1605 9th St. Sioux City, IA 51101</p>	<p>PROJECT: Proposed Fiber Build for City of Sioux City: W 19th DATE: JUL 2016 CONTACT: Jeff Zyzda jzyzda@fibercomm.net SCALE: Not to Scale PAGE: 5 of 13</p>	<ul style="list-style-type: none"> ■ Existing FiberComm/City Hand Hole — Existing FiberComm/City Facilities — Proposed City Hand Hole — Proposed FiberComm Facilities
---	---	---



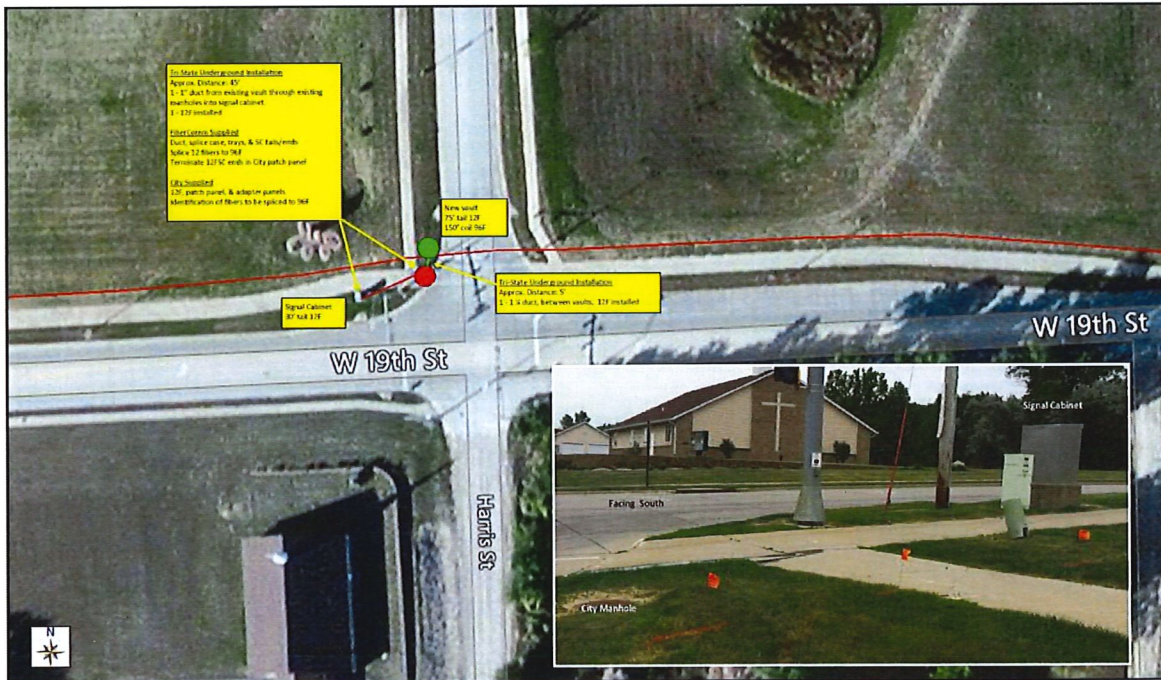
 <p>712-224-2020 1605 9th St. Sioux City, IA 51101</p>	<p>PROJECT: Proposed Fiber Build for City of Sioux City: W 19th DATE: JUL 2016 CONTACT: Jeff Zyzda jzyzda@fibercomm.net SCALE: Not to Scale PAGE: 6 of 13</p>	<ul style="list-style-type: none"> ■ Existing FiberComm/City Hand Hole — Existing FiberComm/City Facilities — Proposed City Hand Hole — Proposed FiberComm Facilities
---	---	---



FiberComm 712-224-2020 1605 9th St. Sioux City, IA 51101

PROJECT: Proposed Fiber Build for City of Sioux City: W 19th & Casselman
 DATE: JUL 2016 CONTACT: Jeff Zyzda, jzyzda@fibercomm.net SCALE: Not to Scale PAGE: 7 of 13

Existing FiberComm/City Hand Hole
 Existing FiberComm/City Facilities
 Proposed City Hand Hole
 Proposed FiberComm Facilities



FiberComm 712-224-2020 1605 9th St. Sioux City, IA 51101

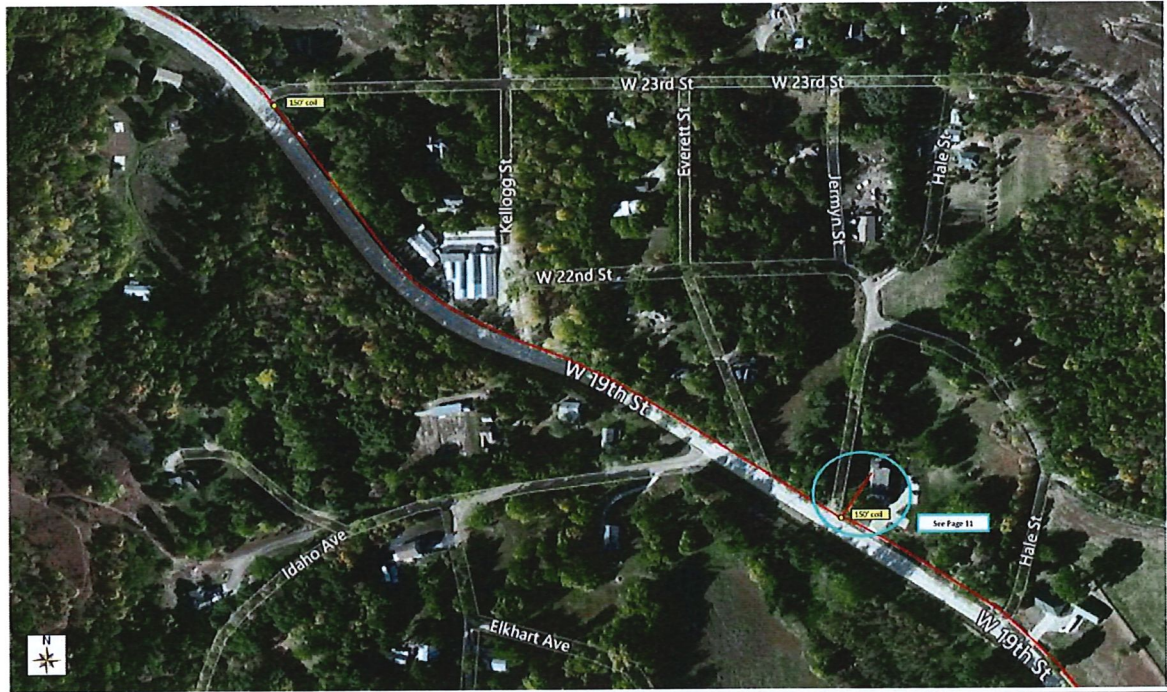
PROJECT: Proposed Fiber Build for City of Sioux City: W 19th & Harris St.
 DATE: JUL 2016 CONTACT: Jeff Zyzda, jzyzda@fibercomm.net SCALE: Not to Scale PAGE: 8 of 13

Existing FiberComm/City Hand Hole
 Existing FiberComm/City Facilities
 Proposed City Hand Hole
 Proposed FiberComm Facilities



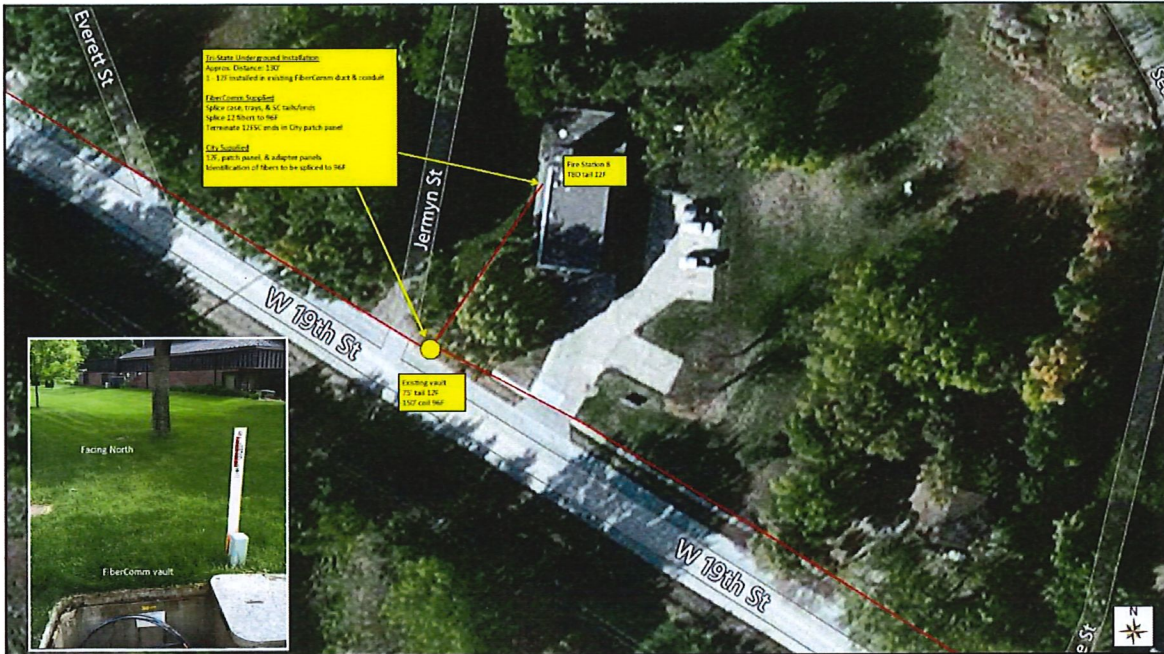
FiberComm 712-224-2020 1605 9th St. Sioux City, IA 51101
PROJECT: Proposed Fiber Build for City of Sioux City: W 19th & Berry St.
DATE: JUL 2016 **CONTACT:** Jeff Zyza jzyzda@fibercomm.net **SCALE:** Not to Scale **PAGE:** 9 of 13

- Existing FiberComm/City Hand Hole
- Existing FiberComm/City Facilities
- Proposed City Hand Hole
- Proposed FiberComm Facilities

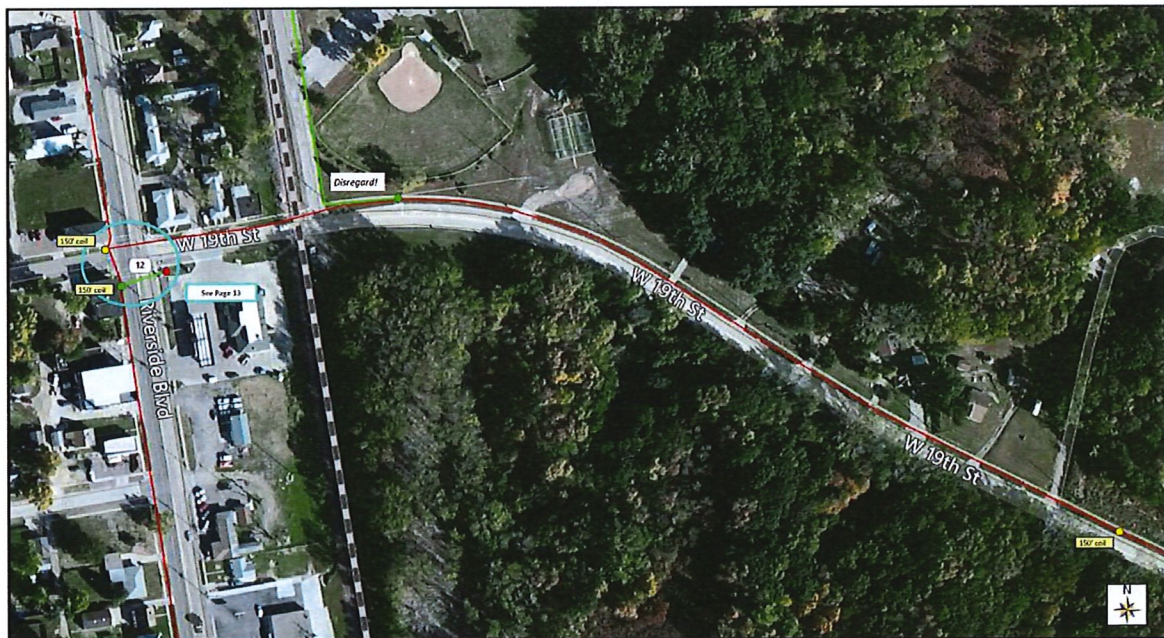


FiberComm 712-224-2020 1605 9th St. Sioux City, IA 51101
PROJECT: Proposed Fiber Build for City of Sioux City: W 19th & Hamilton
DATE: JUL 2016 **CONTACT:** Jeff Zyza jzyzda@fibercomm.net **SCALE:** Not to Scale **PAGE:** 10 of 13

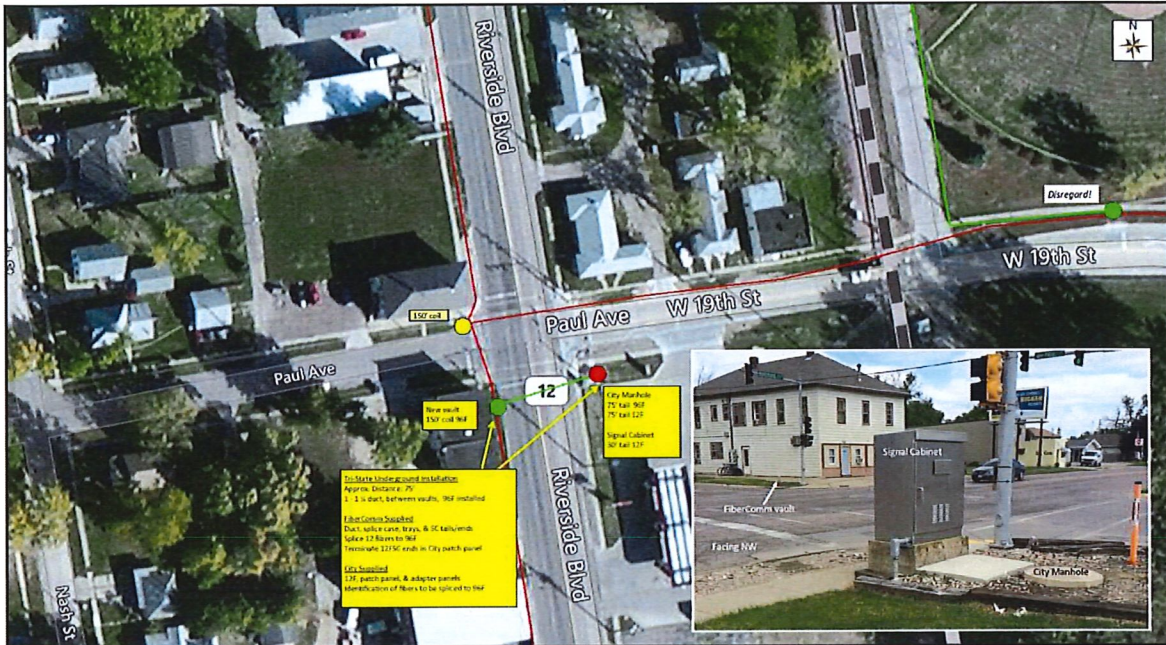
- Existing FiberComm/City Hand Hole
- Existing FiberComm/City Facilities
- Proposed City Hand Hole
- Proposed FiberComm Facilities



<p>712-224-2020 1605 9th St. Sioux City, IA 51101</p>	<p>PROJECT: Proposed Fiber Build for City of Sioux City: W 19th & Fire Station 8 DATE: JUL 2016 CONTACT: Jeff Zyzda, jzyzda@fibercomm.net SCALE: Not to Scale PAGE: 11 of 13</p>	<ul style="list-style-type: none"> ■ Existing FiberComm/City Hand Hole — Existing FiberComm/City Facilities ■ Proposed City Hand Hole — Proposed FiberComm Facilities
---	--	---



<p>712-224-2020 1605 9th St. Sioux City, IA 51101</p>	<p>PROJECT: Proposed Fiber Build for City of Sioux City: W 19th & Hamilton DATE: JUL 2016 CONTACT: Jeff Zyzda, jzyzda@fibercomm.net SCALE: Not to Scale PAGE: 12 of 13</p>	<ul style="list-style-type: none"> ■ Existing FiberComm/City Hand Hole — Existing FiberComm/City Facilities ■ Proposed City Hand Hole — Proposed FiberComm Facilities
---	--	---



FiberComm
 712-224-2020
 1605 9th St
 Sioux City, IA 51101

PROJECT: Proposed Fiber Build for City of Sioux City: W 19th & Riverside Blvd.
DATE: JUL 2016 **CONTACT:** Jeff Zyza, jzyza@fibercomm.net **SCALE:** Not to Scale **PAGE:** 13 of 13

- Existing FiberComm/City Hand Hole
- Existing FiberComm/City Facilities
- Proposed City Hand Hole
- Proposed FiberComm Facilities

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

#11a

Date: 09/14/2016

Weekly Agenda Date: 09/20/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: John Pylelo, Planning & Zoning

WORDING FOR AGENDA ITEM:

Receive Rezoning Petition Application with Referral to Zoning Commission for Public Hearing and Recommendation for Property Owner -Lynette L. Mennen; Applicant - Kyle and Tami Mullenix. Re: Portion of GIS Parcel # 884723200001.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The property owner has entered into a purchase agreement with the applicant to sell a 2.833 acre portion of the referenced 42.26 acre parent parcel. The applicant intends to construct a single family dwelling. The 2.833 acres portion of the parent parcel lies within the West 1/2 of the NE 1/4 in Section 23, T88N, R47W of the 5th P.M. (Woodbury Township) in the County of Woodbury and State of Iowa. The 2.833 acres are located on the east side of Old Highway 141 north of the intersection of Old Highway 141 and Carroll Avenue and immediately north of the driveway addressed 1679 Old Highway 141.

The parcel is currently zoned AP (Agricultural Preservation) and the petitioner has applied to have the parcel rezoned to AE (Agricultural Estates). The proposed use by the applicant is for construction of one single family dwelling building site. The rezoning is requested to allow for the a level of residential density of more than two residences per quarter-quarter.

BACKGROUND:

A copy of the Application, mapping and parcel information is attached.

FINANCIAL IMPACT:

None as application fee offsets administrative and legal publication expense.

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?

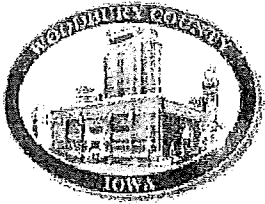
Yes No

RECOMMENDATION:

Accept the Petition. Forward to the Zoning Commission for Public Hearing and Recommendation.

ACTION REQUIRED / PROPOSED MOTION:

A motion to receive the Rezoning Petition with referral to the Zoning Commission for public hearing and recommendation.



Rezoning Application & Zoning Ordinance Map Amendment

Owner Information:	Applicant Information:
Owner <u>Lynette Mennen</u>	Applicant <u>Kyle & Tami Mullenix</u>
Address <u>2057 South Shore Blvd.</u>	Address <u>5928 Four Seasons Drive</u>
<u>Montgomery, TX 77356</u>	<u>Sioux City, IA 51106</u>
Phone <u>712-223-6062</u>	Phone <u>712-203-1331</u>

Engineer/Surveyor Doug Mordhorst Phone 712-258-6844

Property Information:

Property Address
or Address Range 1673-1679 Old Highway 141, Sergeant Bluff, IA 51054

Quarter/Quarter A portion of SW/NE Sec 23 Twnshp/Range Woodbury Twnp.; T88N/R47W

Parcel ID # 884723200001 GIS # 8847 23 200 001 Total Acres 2.833

Current Use Agricultural Proposed Use Single Family Residential

Current Zoning AP Proposed Zoning AE

Average Crop Suitability Rating (submit NRCS Statement) 52.78

The filing of this application is required to be accompanied with all items and information required pursuant to section 2.02(4)(C)(2) through (C)(4) of Woodbury County's zoning ordinances (see attached pages of this application for a list of those items and information).

A formal pre-application meeting is recommended prior to submitting this application.

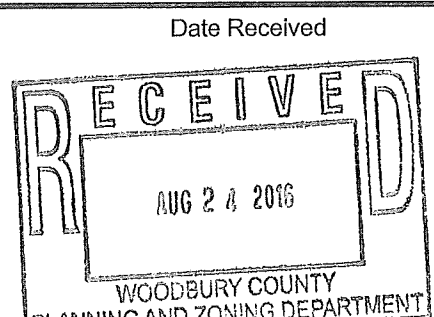
Pre-app mtg. date _____ Staff present _____

The undersigned is/are the owners(s) of the described property on this application, located in the unincorporated area of Woodbury County, Iowa, assuring that the information provided herein is true and correct. I hereby give my consent for the Woodbury County Planning and Zoning Office and zoning commission members to conduct a site visit and photograph the subject property.

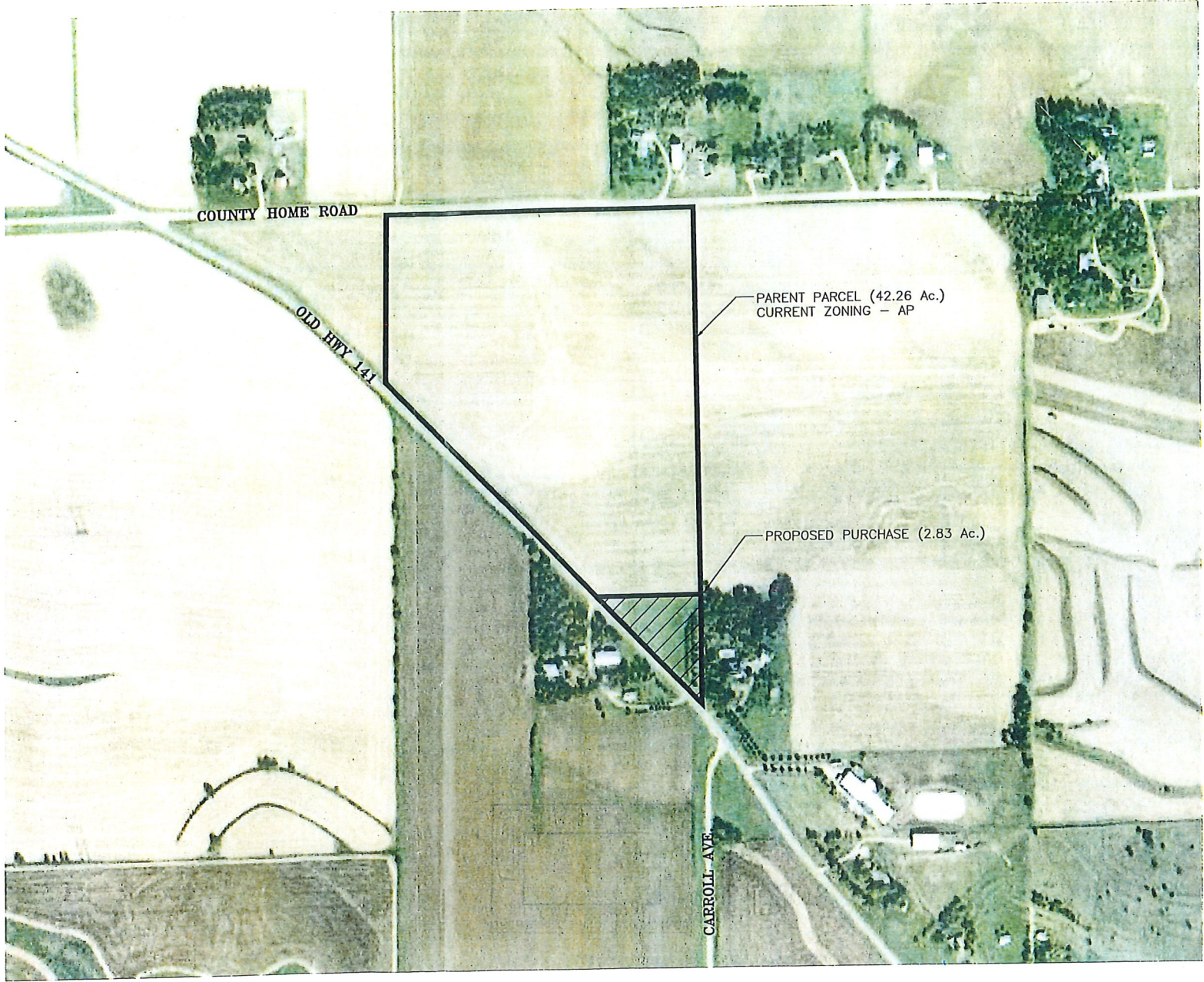
This Rezoning Application / Zoning Ordinance Map Amendment is subject to and shall be required, as a condition of final approval, to comply with all applicable Woodbury County ordinances, policies, requirements and standards that are in effect at the time of final approval.

Owner Lynette Mennen Applicant Kyle Mullenix
Date Aug 18, 2016 Date 8-23-2016

Fee: \$400 Case #: 6128
Mullenix & Mennen
Check #: 2407 1197
Receipt #: _____



Section 3.02:4 of the county's zoning ordinances limits the residential density within the AP (Agricultural Preservation) zoning district to no more than two (2) dwellings within any quarter-quarter. Currently two (2) dwellings exist within the impacted SW/NE quarter-quarter portion of Section 23, Woodbury Twp T88N/R47W. The applicant (Mullenix) wishes to purchase 2.833 acres of the SW/NE portion of the parcel from the current property owner (Mennen) for the purpose of constructing a single family dwelling. A successful re-zoning application to the AE (Agricultural Estates) designation allows the Woodbury County to approve the Mullenix building permit application for the construction of the applicant's new home.



COUNTY HOME ROAD

OLD HWY 141

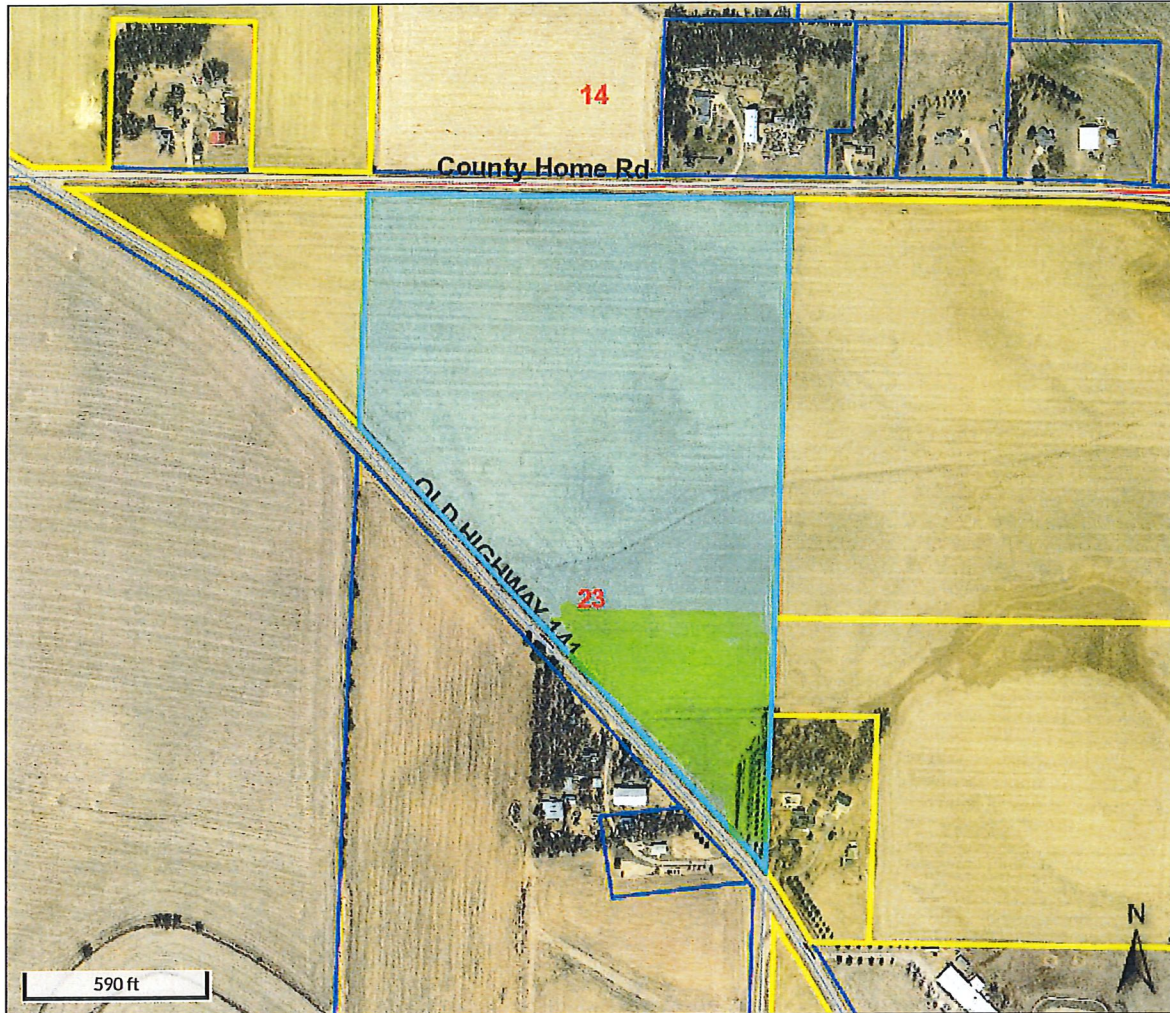
PARENT PARCEL (42.26 Ac.)
CURRENT ZONING - AP

PROPOSED PURCHASE (2.83 Ac.)

CARROLL AVE



Beacon™ Woodbury County, IA / Sioux City



Overview




Legend

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

Parcel ID	884723200001	Alternate ID	00000000826365	Owner Address	MENNEN LYNETTE
Sec/Twp/Rng	23-88-47	Class	A		2057 SOUTH SHORE BLVD
Property Address	WOODBURY	Acreage	42.26		MONTGOMERY, TX 77356
District	039 WOODBURY SGT BLUFF LUTON COMM				
Brief Tax Description	WOODBURY TOWNSHIP				
	NE OF RD W 1/2 NE 23				
	-88-47				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 8/10/2016

 Developed by
The Schneider Corporation

2.833 Acres to be rezoned AE



Summary

Parcel ID 884723200001
 Alternate ID 00000000826365
 Property Address Woodbury
 Sec/Twp/Rng 23-88-47
 Brief Legal Description WOODBURY TOWNSHIP NE OF RD W 1/2 NE 23 -88-47
 (Note: Not to be used on legal documents)
 Document(s) DED: 661-265 (10/5/2004)
 Gross Acres 42.26
 Net Acres 42.26
 Exempt Acres 0.00
 CSR 2230.6
 Class A - Agriculture
 Tax District 039 WOODBURY SGT BLUFF LUTON COMM
 School District SGT BLUFF LUTON

Owner

Primary Owner Secondary Owner
 (Deed Holder)
 Mennen Lynette

2057 South Shore Blvd
 Montgomery, TX 77356

Land

Lot Area 42.26 Acres; 1,840,846 SF

Sales

Date	Seller	Buyer	Recording	NUTC	Type	Multi Parcel	Amount
10/5/2004	LAROS JOHN LIFE ESTATE, MENNEN LYNETTE REM	MENNEN LYNETTE	661/265	TRANSFER TO / BY ESTATE	Deed		\$0.00

+ There are other parcels involved in one or more of the above sales:

Valuation

	2016	2015	2014	2013	2012
Classification	Agriculture	Agricultural	Agricultural	Agricultural	Agricultural
+ Assessed Land Value	\$101,050	\$101,050	\$101,050	\$103,380	\$67,940
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
+ Exempt Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$101,050	\$101,050	\$101,050	\$103,380	\$67,940
- Exempt Value	\$0	\$0	\$0	\$0	\$0

	2016	2015	2014	2013	2012
= Net Assessed Value	\$101,050	\$101,050	\$101,050	\$103,380	\$67,940

Treasurer Link

[Click here to view tax information for this parcel](#)

Iowa Land Records

Book-Page: 661-265 (10/5/2004)


Data for Woodbury County between Beacon and Iowa Land Records is available on the Iowa Land Records site beginning in 1994.

For records prior to 1994, contact the County Recorder or Customer Support at www.iowaLandRecords.org.

No data available for the following modules: Owner, Residential Dwellings, Commercial Buildings, Agricultural Buildings, Yard Extras, Permits, Valuation (Sioux City), Photos, Sketches.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. There are no warranties, expressed or implied, as to the appropriate use of the maps and data or the fitness for a particular purpose. The maps and associated data at this website do not represent a survey. No liability is assumed for the accuracy of the data delineated on any map, either expressed or implied.

Last Data Upload: 9/13/2016 10:42:31 PM

 Developed by
Schneider The Schneider Corporation

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

Date: 09/14/2016

Weekly Agenda Date: 09/20/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: John Pylelo, Planning & Zoning

WORDING FOR AGENDA ITEM:

Receive Rezoning Petition Application with Referral to Zoning Commission for Public Hearing and Recommendation for Property Owner – Jimmie Lee and Renee T. Coyler; Applicant – The Woodbury County Zoning Commission Re: GIS Parcels # 884723200007 and #884723200008.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

See attached summary.

BACKGROUND:

Application, Mapping and Parcel Information is attached.

FINANCIAL IMPACT:

None. expenses covered by application filing fees.

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:

Receive the petition. Forward to the Zoning Commission for public hearing and their recommendation.

ACTION REQUIRED / PROPOSED MOTION:

A motion to receive the Petition and to forward to the Zoning Commission for public hearing and their recommendation.

Attachment to 09/20/2016 Board of Supervisors Agenda Item(s) Request Form

Re: Receive Rezoning Petition Application with Referral to Zoning Commission for Public Hearing and Recommendation for Property Owner - Jimmie Lee and Renee T. Coyler and Applicant - The Woodbury County Planning and Zoning Commission Re: GIS Parcels #884723200007 and #884723200008.

EXECUTIVE SUMMARY:

On August 22, 2016 the Woodbury County Zoning Commission reviewed with staff an application to rezone from Lynette L. Mennen. If approved the Mennen application would allow additional residential development within rural Woodbury County currently restricted. The Commission's review determined the goals and policies established within the county's comprehensive development plan would be best met if additional parcels within the impacted quarter-quarter of section 23, Woodbury Township were similarly rezoned. Property owners were contacted resulting in this property owner agreeing to be rezoned.

The two parcels are currently zoned AP (Agricultural Preservation) and the property owner and applicant have applied to have the parcels rezoned to AE (Agricultural Estates). The proposed use would allow the property owner to market property for residential development having the correct zoning for the additional residential density potential to be created. The current AP zoning restricts residential density to two (2) dwellings per quarter- quarter. The proposed AE rezoning allows for unrestricted residential density.

The two parcels represent 33.71 acres containing an undetermined amount of roadway easement. The 33.71 acres lie within the West ½ of the NE ¼ in Section 23, T88N, R47W of the 5th P.M. (Woodbury Township) in the County of Woodbury and State of Iowa. The 33.71 acres are located on the west side of Old Highway 141 north of the intersection of Old Highway 141 and Carroll Avenue and serviced by the driveway addressed 1650 Old Highway 141. The 33.71 acres are the entirety of GIS Parcel #884723200007 and #884723200008.



Rezoning Application & Zoning Ordinance Map Amendment

Owner Information:	Applicant Information:
Owner <u>Jimmie Lee and Renee T. Coyer</u>	Applicant <u>Woodbury County Zoning Commission</u>
Address <u>1650 Old Hwy 141</u> <u>Sergeant Bluff, IA 51054</u>	Address <u>6th Floor Courthouse 620 Douglas St.</u> <u>Sioux City, IA 51101</u>
Phone <u>712/490-8773; e-mail rengo2156@aol.com</u>	Phone <u>712/279-6557</u>

Engineer/Surveyor N/A Phone N/A

Property Information:

Property Address or Address Range 1650 Old Hwy 141, Sergeant Bluff, IA 51054 and congruent parcel

Quarter/Quarter W 1/2 NE 1/4 Sec 23 Twnshp/Range 8847 (Woodbury)

Parcel ID # _____ GIS # 884723200007 and 884723200008 Total Acres 31.47 + 2.24=33.71

Current Use Residential and Agriculture Proposed Use Residential and Agriculture

Current Zoning AP (Agricultural Preservation) Proposed Zoning AE (Agricultural Estates)

Average Crop Suitability Rating (submit NRCS Statement) 49.85 CRS2 per Assessor Beacon Website

The filing of this application is required to be accompanied with all items and information required pursuant to section 2.02(4)(C)(2) through (C)(4) of Woodbury County's zoning ordinances (see attached pages of this application for a list of those items and information).

A formal pre-application meeting is recommended prior to submitting this application.

Pre-app mtg. date By phone and email communication; 8/22/16 ZC Meeting Staff present J. Pylelo & Renee/Jimmie Coyer; 8/22/16 Zoning Commission & John Pylelo

The undersigned is/are the owners(s) of the described property on this application, located in the unincorporated area of Woodbury County, Iowa, assuring that the information provided herein is true and correct. I hereby give my consent for the Woodbury County Planning and Zoning Office and zoning commission members to conduct a site visit and photograph the subject property.

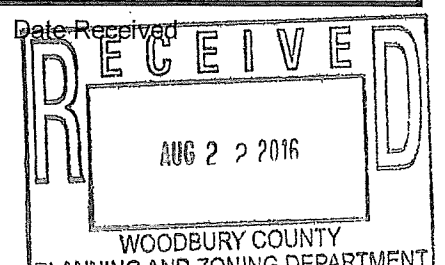
This Rezoning Application / Zoning Ordinance Map Amendment is subject to and shall be required, as a condition of final approval, to comply with all applicable Woodbury County ordinances, policies, requirements and standards that are in effect at the time of final approval.

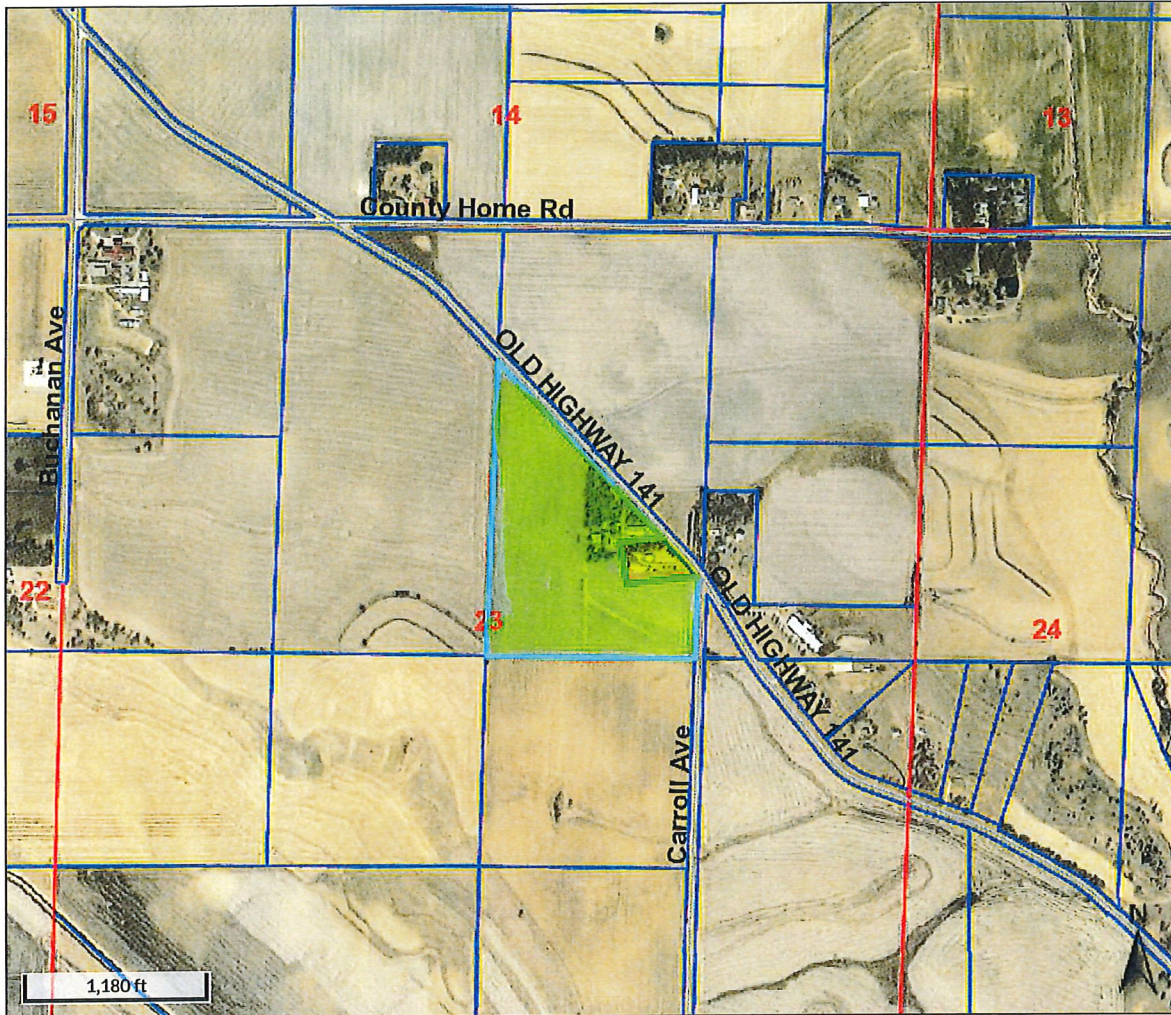
Owner Jimmie Lee Coyer Renee T. Coyer Applicant Dave McWilliams, Chairman
 Date 08/22/2016 Date 09/12/2016

Fee: **\$400** Case #: 6134

Check #: Fee Waived ZC Application

Receipt #: N/A





Overview



Legend

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

Parcel ID	884723200007	Alternate ID	00000000826382	Owner Address	COLYER JIMMIE LEE
Sec/Twp/Rng	23-88-47	Class	A		COLYER RENEET
Property Address	1646 OLD HWY 141	Acreage	31.47		1650 OLD HIGHWAY 141
	WOODBURY				SERGEANT BLUFF, IA 51054

District 039 WOODBURY SGT BLUFF LUTON COMM
 Brief Tax Description WOODBURY TOWNSHIP

W 1/2 NE 1/4 LYING S
 W OF RD (EX ATCT CO
 MM SE COR THEC N 504
 .34 FT, NWLY 17.71 F
 T TO POB; THEC NWLY
 190.27 FT, NWLY 121.
 46 FT, SWLY 297.52 F
 T, SWLY 254.48 FT, &
 NELY 470.19 FT) 23
 -88-47

33.71 acres to be rezoned AE

(Note: Not to be used on legal documents)

Date created: 8/22/2016
 Last Data Uploaded: 8/19/2016 10:54:07 PM

Beacon™ Woodbury County, IA / Sioux City

Summary

Parcel ID 884723200007
 Alternate ID 00000000826382
 Property Address 1646 Old Hwy 141
 Woodbury
 Sec/Twp/Rng 23-88-47
 Brief Legal Description WOODBURY TOWNSHIP W 1/2 NE 1/4 LYING S
 W OF RD (EX A TCT CO MM SE COR THEC N
 504.34 FT, NWLY 17.71 FT TO POB; THEC
 NWLY 190.27 FT, NWLY 121.46 FT, SWLY
 297.52 FT, SWLY 254.48 FT, & NELY 470.19 FT)
 23-88-47
 (Note: Not to be used on legal documents)
 Document(s) COD: 702-854 (2/18/2009)
 Gross Acres 31.47
 Net Acres 31.47
 Exempt Acres 0.00
 CSR 1469.38
 Class A - Agriculture; AD - Unknown
 Tax District 039 WOODBURY SGT BLUFF LUTON COMM
 School District SGT BLUFF LUTON



Owner

Primary Owner
 (Deed Holder)
 Colyer Jimmie Lee
 Colyer Renee T
 1650 Old Highway 141
 Sergeant Bluff, IA 51054

Secondary Owner

Land

Lot Area 31.47 Acres; 1,370,833 SF

Residential Dwellings

Residential Dwelling	
Occupancy	Single-Family / Owner Occupied
Style	None
Architectural Style	N/A
Year Built	1900
Condition	Very Poor
Grade what's this?	6+10
Roof	None
Flooring	None
Foundation	None
Exterior Material	LtfcConc/Vinyl
Interior Material	None
Brick or Stone Veneer	
Total Gross Living Area	0 SF
Attic Type	None;
Number of Rooms	0 above; 0 below
Number of Bedrooms	0 above; 0 below
Basement Area Type	None
Basement Area	0
Basement Finished Area	
Plumbing	
Appliances	
Central Air	No
Heat	No
Fireplaces	
Porches	
Decks	
Additions	
Garages	216 SF - Det Frame (Built 1900);

Agricultural Buildings

Plot #	Type	Description	Width	Length	Year Built	Building Count
0	Swine Finish and Farrow (Old Style)	HOG HOUSE	20	32	1950	1
0	Machine or Utility Building	GP SHED	16	40	1965	1
0	Lean-To	LEAN TO	14	40	1966	1
0	Bin - Wire Grain Storage	WIRE CRIB 2 EA	12	11	1966	2
0	Barn - Pole	CATTLE SHED	24	48	1977	1
0	Steel Utility Building	MACHINE SHED	24	24	1982	1
0	Steel Utility Building	MACHINE SHED	50	100	1989	1

Yard Extras

#1 - (1) HOUSE Quantity=0.00, Units=Square Feet, Height=0, Built 1900

Sales

Date	Seller	Buyer	Recording	NUTC	Type	Multi Parcel	Amount
2/16/2009	COLYER MINNIE LORENA,% MINNIE LORENA COLYER ESTATE	COLYER JIMMIE LEE & RENEE T	702/854	Fullfillment of prior year contract	Deed		\$0.00
1/16/2009	COLYER EDWARD F SR & MINNIE L	COLYER JIMMIE LEE & RENEE T	701/6449	No consideration	Deed		\$0.00

Date	Seller	Buyer	Recording	NUTC	Type	Multi Parcel	Amount
6/24/2004	COLYER EDWARD F & MINNIE L	COLYER JIMMIE LEE & RENEE T	648/1147	NO CONSIDERATION	Contract		\$0.00

+ There are other parcels involved in one or more of the above sales:

Valuation

	2016	2015	2014	2013	2012
Classification	Agriculture / Ag Dwelling	Agricultural	Agricultural	Agricultural	Agricultural
+ Assessed Land Value	\$66,560	\$66,560	\$66,560	\$91,100	\$59,870
+ Assessed Building Value	\$12,560	\$12,560	\$16,960	\$16,960	\$13,240
+ Assessed Dwelling Value	\$4,110	\$4,110	\$3,840	\$3,840	\$6,340
+ Exempt Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$83,230	\$83,230	\$87,360	\$111,900	\$79,450
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$83,230	\$83,230	\$87,360	\$111,900	\$79,450

Treasurer Link

[Click here to view tax information for this parcel](#)

Iowa Land Records

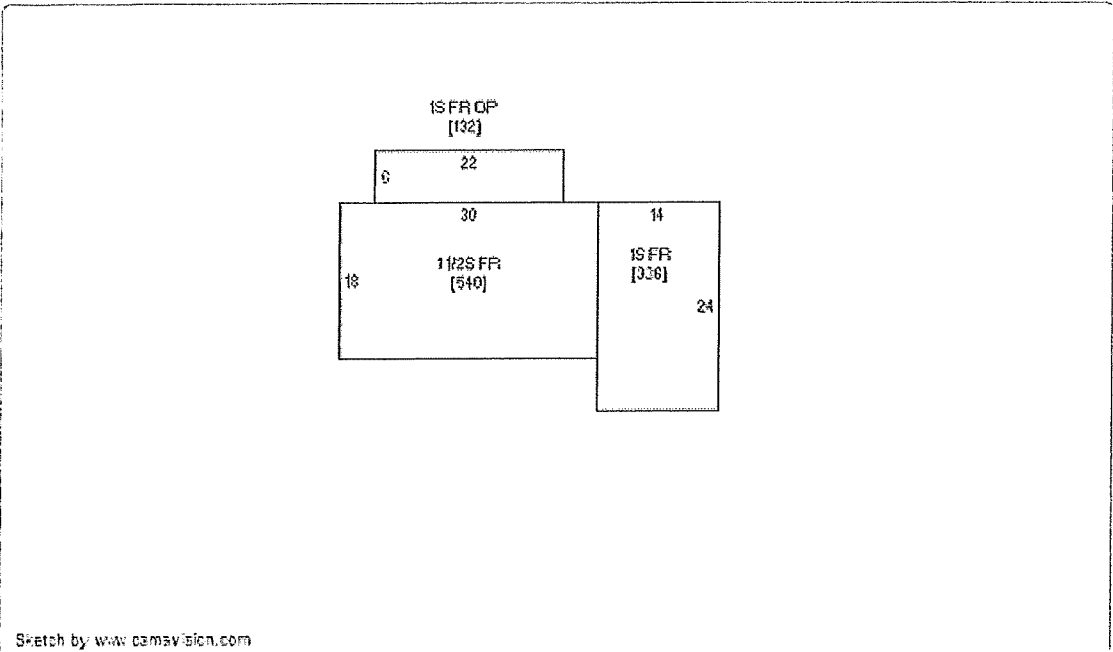
Book-Page: 702-854 (2/18/2009)

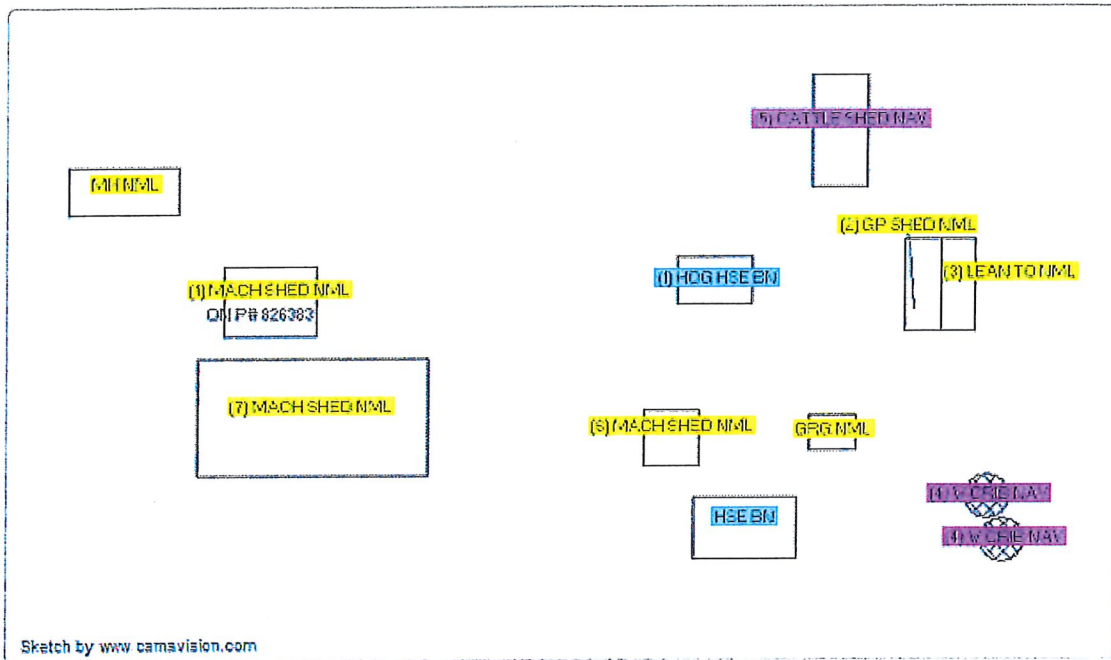
Data for Woodbury County between Beacon and Iowa Land Records is available on the Iowa Land Records site beginning in 1994. For records prior to 1994, contact the County Recorder or Customer Support at www.IowaLandRecords.org.

Photos



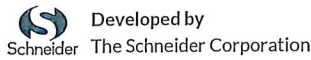
Sketches





No data available for the following modules: Owner, Commercial Buildings, Permits, Valuation (Sioux City).

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. There are no warranties, expressed or implied, as to the appropriate use of the maps and data or the fitness for a particular purpose. The maps and associated data at this website do not represent a survey. No liability is assumed for the accuracy of the data delineated on any map, either expressed or implied.



Beacon™ Woodbury County, IA / Sioux City

Summary

Parcel ID 884723200008
 Alternate ID 00000000826383
 Property Address 1650 Old Hwy 141
 Woodbury
 Sec/Twp/Rng 23-88-47
 Brief Legal Description WOODBURY TOWNSHIP A TCT COM SE COR
 W 1/2 NE 1/4 THEC N 504.34 FT, NWLY 17.71 F
 T TO POB; THEC NWLY 190.27 FT, NWLY 121.
 46 FT, SWLY 297.52 F T, SELY 254.48 FT, & NELY
 470.19 FT W 1/2 NE 1/4 23-88-47
 (Note: Not to be used on legal documents)
 Document(s) DED: 566-1812 (12/9/2002)
 Gross Acres 2.24
 Net Acres 2.00
 Exempt Acres 0.24
 CSR N/A
 Class R - Residential
 Tax District 039 WOODBURY SGT BLUFF LUTON COMM
 School District SGT BLUFF LUTON



Owner

Primary Owner
(Deed Holder)

Colyer Jimmie L
Colyer Renee T
1650 Old Hwy 141
Sergeant Bluff, IA 51054-0000

Secondary Owner

Land

Lot Area 2.00 Acres; 87,120 SF

Residential Dwellings

Residential Dwelling

Occupancy	Single-Family / Owner Occupied
Style	Mfd Home (Double)
Architectural Style	N/A
Year Built	1994
Condition	Above Normal
Grade what's this?	4+10
Roof	Asph / Gable
Flooring	L/C
Foundation	Poured Conc
Exterior Material	Vinyl
Interior Material	Plas
Brick or Stone Veneer	
Total Gross Living Area	1,344 SF
Attic Type	None;
Number of Rooms	7 above; 0 below
Number of Bedrooms	3 above; 0 below
Basement Area Type	None
Basement Area	0
Basement Finished Area	
Plumbing	2 Base Plumbing (Full ;
Appliances	1 Dishwasher;
Central Air	Yes
Heat	Yes
Fireplaces	
Porches	
Decks	Wood Deck-Med (100 SF);
Additions	
Garages	

Agricultural Buildings

Plot #	Type	Description	Width	Length	Year Built	Building Count
0	Steel Utility Building	MACHINE SHED	30	40	1994	1

Sales

Date	Seller	Buyer	Recording	NUTC	Type	Multi Parcel	Amount
12/6/2002	COLYER EDWARD & MINNIE	COLYER JIMMIE & RENEE	566/1812	SALE OF PORTION OF PROPERTY (SPLIT)	Deed		\$2,500.00

+

Valuation

	2016	2015	2014	2013	2012
Classification	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$27,820	\$27,820	\$26,000	\$26,000	\$26,000
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$62,490	\$62,490	\$58,400	\$58,400	\$58,400
+ Exempt Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$90,310	\$90,310	\$84,400	\$84,400	\$84,400

	2016	2015	2014	2013	2012
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$90,310	\$90,310	\$84,400	\$84,400	\$84,400

Treasurer Link

[Click here to view tax information for this parcel](#)

Iowa Land Records

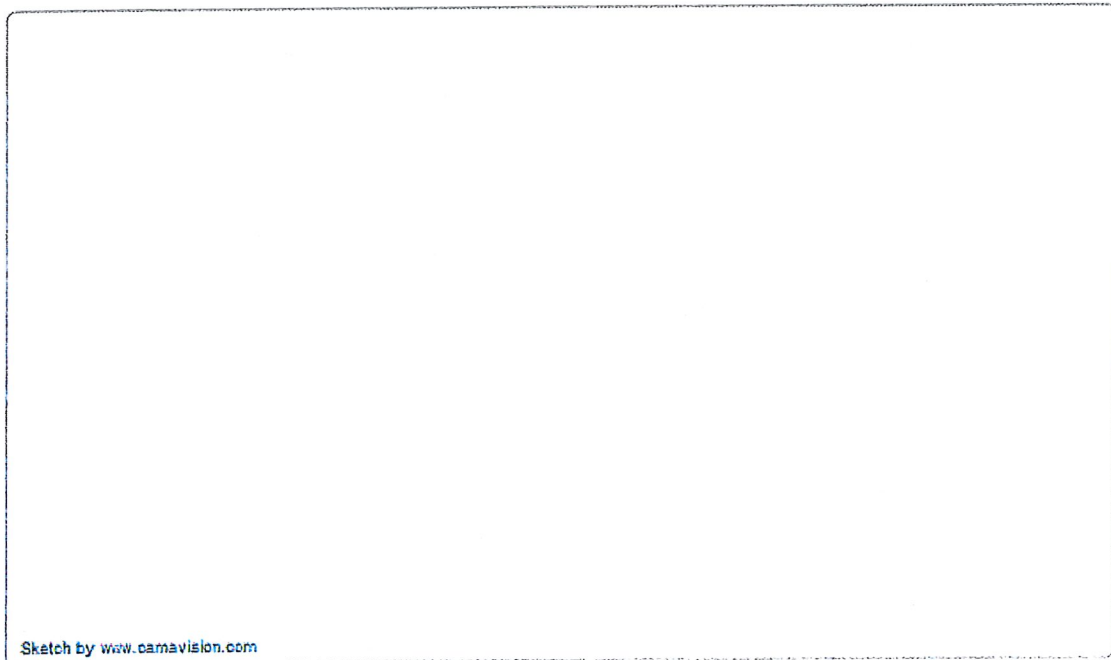
Book-Page: 566-1812 (12/9/2002)

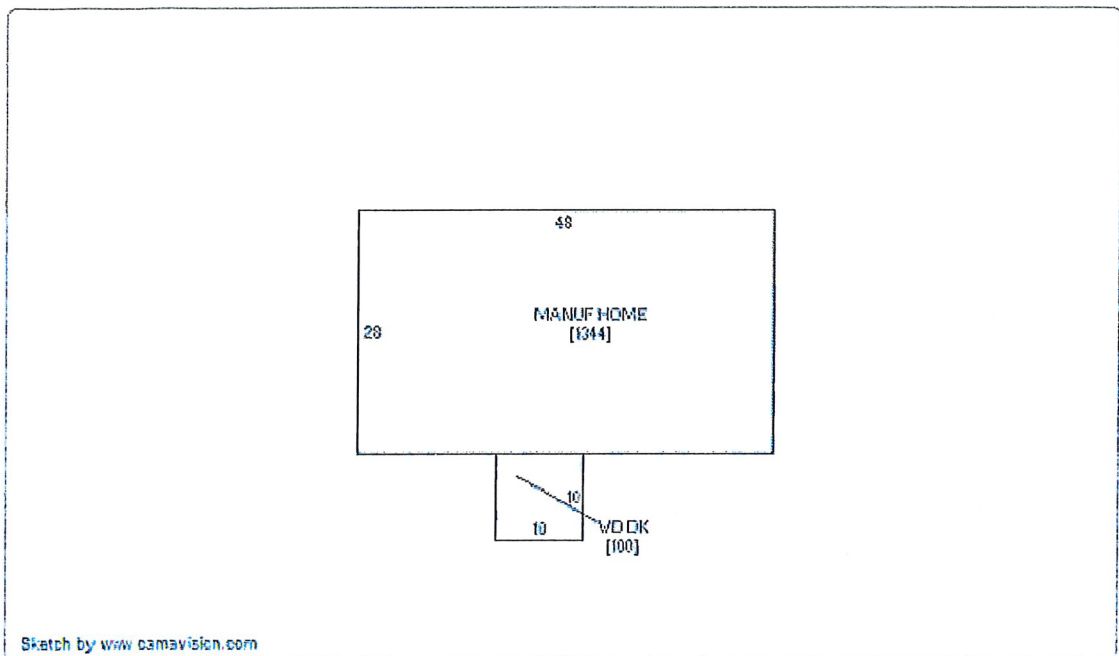
Data for Woodbury County between Beacon and Iowa Land Records is available on the Iowa Land Records site beginning in 1994.
For records prior to 1994, contact the County Recorder or Customer Support at www.IowaLandRecords.org.

Photos



Sketches





No data available for the following modules: Owner, Commercial Buildings, Yard Extras, Permits, Valuation (Sioux City).

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. There are no warranties, expressed or implied, as to the appropriate use of the maps and data or the fitness for a particular purpose. The maps and associated data at this website do not represent a survey. No liability is assumed for the accuracy of the data delineated on any map, either expressed or implied.

 Developed by
Schneider The Schneider Corporation

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

Date: 09.14.2016

Weekly Agenda Date: 09.20.2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: SHERIFF DAVE DREW

WORDING FOR AGENDA ITEM:

APPROVAL OF RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSITION OF A LEASE/PURCHASE AGREEMENT FOR NEW RADIO EQUIPMENT FOR THE SHERIFF'S OFFICE.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

THE WOODBURY COUNTY SHERIFF'S OFFICE IS TRANSITIONING TO A NEW STATEWIDE RADIO SYSTEM. THE CURRENT TRI-STATE RADIO SYSTEM WENT ON-LINE IN 2004 AND WILL NO LONGER BE SERVICEABLE THROUGH MOTOROLA AFTER 2018. THE SHERIFF'S OFFICE SUBMITTED A CAPITAL IMPROVEMENT PROJECT REQUEST TO PURCHASE THE NEW RADIO EQUIPMENT FROM MOTOROLA FOR FY 17/18. THE NEW STATEWIDE SYSTEM IS AHEAD OF SCHEDULE AND WILL GO ON-LINE 12.14.2016. IN ORDER TO PREVENT A GREAT DEAL OF ADDITIONAL WORK PROGRAMMING OUR OLD RADIOS THAT WILL NO LONGER BE SERVICEABLE AFTER 2018, MOTOROLA HAS OFFERED A LEASE/PURCHASE AGREEMENT TO WOODBURY COUNTY TO PURCHASE THE RADIOS AND EQUIPMENT. THE AGREEMENT WOULD ALLOW WOODBURY COUNTY TO ORDER, TAKE DELIVERY AND PROGRAM THE RADIOS PRIOR TO THE SWITCH OVER TO THE NEW STATEWIDE RADIO SYSTEM ON 12.14.2016. THE MOTOROLA LEASE/PURCHASE AGREEMENT PROVIDES FOR THE FIRST YEAR OF THE AGREEMENT AT ZERO (0) PERCENT INTEREST. THE LEASE/PURCHASE AGREEMENT CAN THEN BE PAID IN FULL, INTEREST FREE, WHEN CIP FUNDING FOR FY 17/18 BECOMES AVAILABLE IN JULY OF 2017. THE SHERIFF'S OFFICE REQUESTS APPROVAL OF A RESOLUTION FIXING A DATE FOR A PUBLIC HEARING ON THE PROPOSITION OF A LEASE/PURCHASE AGREEMENT FOR NEW RADIO EQUIPMENT FOR THE SHERIFF'S OFFICE.

BACKGROUND:

N/A

FINANCIAL IMPACT:

\$680,596.25

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:

APPROVAL OF RESOLUTION FIXING DATE (09.27.2016) FOR A PUBLIC HEARING ON THE PROPOSITION OF A LEASE/PURCHASE AGREEMENT FOR NEW RADIO EQUIPMENT FOR THE SHERIFF'S OFFICE.

ACTION REQUIRED / PROPOSED MOTION:

APPROVAL OF RESOLUTION FIXING DATE (09.27.2016) FOR A PUBLIC HEARING ON THE PROPOSITION OF A LEASE/PURCHASE AGREEMENT FOR NEW RADIO EQUIPMENT FOR THE SHERIFF'S OFFICE

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23966

LESSEE:

Woodbury County
620 Douglas Street
Sioux City IA 51101

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER,

AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of September, 2016.

LESSEE:
Woodbury County

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____
Title: _____

By: _____
Title: _____

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the Woodbury County , an entity duly organized and existing under the laws of the State of Iowa that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 23966, between Woodbury County and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of Woodbury County , hereto this ____ day of September 2016.

By: _____
(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 23966 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for Woodbury County

Woodbury County (Schedule B)

Compound Period: Annual
 Nominal Annual Rate: 0.000% first year
 Nominal Annual Rate: 2.990% remaining term

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/1/2016	680,596.25	1		
2 Payment	10/1/2017	233,581.11	3	Annual	10/1/2019

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	10/1/2016				680,596.25
1	10/1/2017	233,581.11	0.00	233,581.11	447,015.14
2	10/1/2018	233,581.11	13,365.75	220,215.36	226,799.78
3	10/1/2019	233,581.11	6,781.33	226,799.78	0.00
Grand Totals		700,743.33	20,147.08	680,596.25	

INITIAL INSURANCE REQUIREMENT: \$680,596.25

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 23966 to that Equipment Lease Purchase Agreement number 23966 will be maintained by the Woodbury County as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number 23966 , Woodbury County , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 23966 to that Equipment Lease Purchase Agreement number 23966. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 23966 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **Woodbury County** ?
3. Does the equipment replace existing equipment?
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 23966

Lease Schedule A No. : 23966

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23966. See Schedule A for a detailed Equipment List.

LESSEE:

Woodbury County

By: _____

Date: _____

Bank Qualified Statement

LESSEE CERTIFIES THAT IT **HAS NOT** DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on or before the execution date of the Lease, the following resolution was introduced and adopted.
BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between Woodbury County (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.



8/24/2016

Woodbury County, IA Portables

Prepared for: Don Groves

Prepared By: Shari Schmitz 952-237-5526

Description	Model	Quantity	Contract Price	Extended Price
APX7000 DIGITAL PORTABLE RADIO	H97TGD9PW1 N	75	\$ 4,511.00	\$ 338,325.00
ADD: VHF PRIMARY BAND	QA00570		Included	
ADD: 7/800MHZ SECONDARY BAND	QA00573		Included	
ADD: LARGE COLOR DISPLAY AND FULL KEYPAD	QA00577		Included	
ADD: ENABLE DUAL BAND OPERATION	QA00579		Included	
ADD: ASTRO DIGITAL CAI OPERATION	Q806		Included	
ADD: SMARTZONE OPERATION	H38		Included	
ADD: P25 9600 BAUD TRUNKING	Q361		Included	
ADD: TDMA OPERATION	QA00580		Included	
ADD: DVRS PSU ACTIVATION	QA00631		Included	
ADD: ENABLE INTERNAL GPS OPERATION	QA00782		Included	
ENH: ASTRO 25 OTAR W/ MULTIKEY	Q498		Included	
ADD: PROGRAMMING OVER P25 (OTAP)	G996		Included	
ENH: AES/DES,DES-XL,DES-OFB	Q15		Included	
ADD: 3 YR SERVICE FROM THE START	Q58		Included	
SINGLE UNIT CHARGER	WPLN7080	81	\$100	\$ 8,100.00
	TOTAL:	75	\$ 4,611.00	\$ 346,425.00



8/24/2016

Woodbury County, IA Portables



8/24/2016

Woodbury County, IA Mobiles

Prepared for: Don Groves

Prepared By: Shari Schmitz 952-237-5526

Description	Model	Quantity	Contract Price	Extended Price
APX7500 DUAL BAND MID POWER	M30TSS9PW1 N	47	\$ 4,620.00	\$ 217,140.00
ADD: VHF MP PRIMARY BAND	GA00306		Included	
ADD: 7/800MHZ SECONDARY BAND	GA00225		Included	
ADD: ENABLE DUAL BAND OPERATION	GA00579		Included	
ADD: ASTRO. DIGITAL CAI OPERATION	G806		Included	
ENH: SMARTZONE OPERATION APX	G51		Included	
ADD: P25 TRUNKING SOFTWARE	G361		Included	
ADD: TDMA OPERATION	GA00580		Included	
ADD: DVRS MSU ACTIVATION	GA00631		Included	
ADD: DVRS PSU ACTIVATION	G442		Included	
ADD: O5 CONTROL HEAD	G444		Included	
ADD: APX CONTROL HEAD SOFTWARE	G67		Included	
ADD: REMOTE MOUNT MID POWER	G335		Included	
ADD: ANT 1/4 WAVE 762-870 MHZ	G300		Included	
ADD: PALM MICROPHONE	W22		Included	
ADD: AUXILARY SPKR 7.5 WATT	B18		Included	
ADD: 3 YRS SERVICE FROM THE START	G78		Included	
ENH: OVER THE AIR PROVISIONING	G996		Included	
ENH: APX GPS ACTIVATION	GA00229		Included	
ADD: GPS ANTENNA	GA00226		Included	
ENH: ASTRO 25 OTAR W/ MULTIKEY	G298		Included	
ADD: AES/DES-XL/DES-OFB ENCRYPTION	G851		Included	
	UNIT TOTAL:	47	\$ 4,620.00	\$ 217,140.00



8/24/2016

Woodbury County, IA Mobiles

Description	Model	Quantity	Contract Price	Extended Price
APX7500 DUAL BAND MID POWER	M30TSS9PW1 N	17	\$ 4,620.00	\$ 78,540.00
ADD: VHF MP PRIMARY BAND	GA00306		Included	
ADD: 7/800MHZ SECONDARY BAND	GA00225		Included	
ADD: ENABLE DUAL BAND OPERATION	GA00579		Included	
ADD: ASTRO. DIGITAL CAI OPERATION	G806		Included	
ENH: SMARTZONE OPERATION APX	G51		Included	
ADD: P25 TRUNKING SOFTWARE	G361		Included	
ADD: TDMA OPERATION	GA00580		Included	
ADD: DVRS MSU ACTIVATION	GA00631		Included	
ADD: DVRS PSU ACTIVATION	G442		Included	
ADD: O3 CONTROL HEAD	G72	17	\$ 475.00	\$ 8,075.00
ADD: APX CONTROL HEAD SOFTWARE	G67		Included	
ADD: REMOTE MOUNT MID POWER	G335		Included	
ADD: ANT 1/4 WAVE 762-870 MHZ	G300		Included	
ADD: PALM MICROPHONE	W22		Included	
ADD: AUXILARY SPKR 7.5 WATT	B18		Included	
ADD: 3 YRS SERVICE FROM THE START	G78		Included	
ENH: OVER THE AIR PROVISIONING	G996		Included	
ENH: APX GPS ACTIVATION	GA00229		Included	
ADD: GPS ANTENNA	GA00226		Included	
ENH: ASTRO 25 OTAR W/ MULTIKEY	G298		Included	
ADD: AES/DES-XL/DES-OFB ENCRYPTION	G851		Included	
	UNIT TOTAL:	17	\$ 5,095.00	\$ 86,615.00



8/24/2016

Woodbury County, IA Mobiles

Description	Model	Quantity	Contract Price	Extended Price
APX7500 DUAL BAND MID POWER	M30TSS9PW1 N	1	\$ 4,620.00	\$ 4,620.00
ADD: VHF MP PRIMARY BAND	GA00306		Included	
ADD: 7/800MHZ SECONDARY BAND	GA00225		Included	
ADD: ENABLE DUAL BAND OPERATION	GA00579		Included	
ADD: ASTRO. DIGITAL CAI OPERATION	G806		Included	
ENH: SMARTZONE OPERATION APX	G51		Included	
ADD: P25 TRUNKING SOFTWARE	G361		Included	
ADD: TDMA OPERATION	GA00580		Included	
ADD: DVRS MSU ACTIVATION	GA00631		Included	
ADD: DVRS PSU ACTIVATION	G442		Included	
ADD: O5 CONTROL HEAD	G444		Included	
ADD: APX CONTROL HEAD SOFTWARE	G67		Included	
ADD: REMOTE MOUNT MID POWER	G335		Included	
ADD: ANT 1/4 WAVE 762-870 MHZ	G300		Included	
ADD: PALM MICROPHONE	W22		Included	
ADD: AUXILARY SPKR 7.5 WATT	B18		Included	
ADD: 3 YRS SERVICE FROM THE START	G78		Included	
ENH: OVER THE AIR PROVISIONING	G996		Included	
ENH: APX GPS ACTIVATION	GA00229		Included	
ADD: GPS ANTENNA	GA00226		Included	
ENH: ASTRO 25 OTAR W/ MULTIKEY	G298		Included	
ADD: AES/DES-XL/DES-OFB ENCRYPTION	G851		Included	
ADD: DUAL CONTROL HD HARDWARE	GA00092	1	\$ 427.50	\$ 427.50
ADD: REMOTE MOUNT CBL 30FT	G610	1	\$ 18.75	\$ 18.75
ADD: O5 CONTROL HEAD (2ND HEAD)	G442	1	\$ 324.00	\$ 324.00
	UNIT TOTAL:	1	\$ 5,390.25	\$ 5,390.25
			Total for Mobiles	\$ 309,145.25



8/24/2016

Woodbury County, IA Mobiles



10-Aug-16

Woodbury County, IA Control Stations
 Prepared for: Don Groves
 Prepared By: Shari Schmitz 952-237-5526

Description	Model	Quantity	Contract Price	Extended Price
APX6500 DUAL BAND MID POWER	M25URS9PW1 N	6	\$ 3,792.00	\$ 22,752.00
ADD: VHF MP PRIMARY BAND	GA00306		Included	
ADD: 7/800MHZ SECONDARY BAND	GA00225		Included	
ADD: ENABLE DUAL BAND OPERATION	GA00579		Included	
ADD: ASTRO. DIGITAL CAI OPERATION	G806		Included	
ENH: SMARTZONE OPERATION APX	G51		Included	
ADD: P25 TRUNKING SOFTWARE	G361		Included	
ADD: TDMA OPERATION	GA00580		Included	
ADD: DVRS MSU ACTIVATION	GA00631		Included	
ADD: DVRS PSU ACTIVATION	G442		Included	
ADD: O5 CONTROL HEAD	G444		Included	
ADD: APX CONTROL HEAD SOFTWARE	G67		Included	
ADD: REMOTE MOUNT MID POWER	G335		Included	
ADD: ANT 1/4 WAVE 762-870 MHZ	G300		Included	
ADD: PALM MICROPHONE	W22		Included	
ADD: AUXILARY SPKR 7.5 WATT	B18		Included	
ADD: 3 YRS SERVICE FROM THE START	G78		Included	
ENH: OVER THE AIR PROVISIONING	G996		Included	
ENH: APX GPS ACTIVATION	GA00229		Included	
ADD: GPS ANTENNA	GA00226		Included	
ENH: ASTRO 25 OTAR W/ MULTIKEY	G298		Included	
ADD: AES/DES-XL/DES-OFB ENCRYPTION	G851		Included	
ADD: CONTROL STATION POWER SUPPLY	G91	6	\$201	\$ 1,206.00
ADD: CONTROL STATION OPERATION	W665	6	\$52	\$ 312.00
DESK TOP MIC	W382	6	\$126	\$ 756.00
	UNIT TOTAL:	6	\$ 4,171.00	\$ 25,026.00

NOTICE OF PUBLIC HEARING

Governmental Body: The Board of Supervisors of Woodbury County, Iowa
Date of Meeting: September 27, 2016
Time of Meeting: 4:40 p.m.
Place of Meeting: Board Room, Woodbury County Courthouse, 620 Douglas Street,
Sioux City, Iowa

Pursuant to the requirements of Sections 331.301(10)(d) and 331.443 of the Code of Iowa, the Woodbury County Board of Supervisors will hold a Public Hearing on the date, time and place set forth above. The purpose of the Public Hearing will be to discuss a Lease-Purchase Agreement with Motorola Solutions, Inc. to purchase radios compatible with the new statewide radio system for the Sheriff's Department. The total costs of the proposed Lease-Purchase Agreement are in the amount not to exceed \$700,743.33 over a three year term, but the Lease-Purchase Agreement allows Woodbury County to purchase the radios after the first year in the amount of \$680,596.25. Any resident or property owner of Woodbury County may present oral or written objections at the Public Hearing.

Patrick F. Gill,
Auditor of Woodbury County, Iowa

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA:
RESOLUTION # _____**

WHEREAS, the Sheriff's Department proposes to purchase radios compatible with the new statewide radio system using a lease purchase method; and

WHEREAS, it is deemed necessary and advisable that Woodbury County, Iowa should enter into a lease-purchase agreement with Motorola Solutions, Inc. with costs not to exceed \$700,743.33, as authorized by Sections 331.301(10)(d) and 331.443 of the Code of Iowa, for the purpose of providing funds to pay costs of acquiring these radios; and

WHEREAS, the term of the proposed lease does not exceed the economic life of the personal property to be acquired; and

WHEREAS, the lease-purchase agreement shall be payable from the debt service fund; and

WHEREAS, before a lease-purchase agreement may be authorized, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposed to take action for the authorization of the lease-purchase agreement and to receive oral and/or written objections from any resident or property owner of Woodbury County, Iowa to such action.

NOW, THEREFORE, BE IT RESOLVED a Public Hearing on this proposal to execute a lease-purchase agreement for radios compatible with the new statewide radio system for the Sheriff's Department shall be held at 4:40 p.m. on Tuesday, September 27, 2016 at the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa; and

BE IT FURTHER RESOLVED that the Woodbury County Auditor is directed to publish the attached Notice of Public Hearing.

SO DATED this 20th day of September, 2016.

Jeremy Taylor,
Chairman of the Board of Supervisors of
Woodbury County, Iowa

CERTIFICATE OF AUDITOR

I hereby certify that the above and foregoing resolution was duly and legally passed by the Board of Supervisors of Woodbury County, Iowa and properly journalized in the minutes thereof on the 20th day of September, 2016.

Patrick F. Gill,
Secretary of the Board of Supervisors of
Woodbury County, Iowa and County Auditor

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

Date: 9/15/2016 Weekly Agenda Date: 9/20/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz, Building Service Director

WORDING FOR AGENDA ITEM:

Law Enforcement Center 2016 Optimization Plan - Contract

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Cannon, Moss, Brygger Architects have provided an agreement for an optimization plan. The plan would complete a current day over-view in relationship to all areas of the Law Enforcement Facility.

BACKGROUND:

During the LEC expansion design it has been discovered that the entire facility could benefit by identifying the best use or functions that would be applicable to other areas. A plan identifying priorities would be drafted allowing the County to focus and then plan for CIP expenditures.

FINANCIAL IMPACT:

\$24,600.00

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:

An optimization plan would benefit Woodbury County aligning operations and functions with current day requirements. The timing is appropriate to perform such a plan.
Approve CMBA agreement dated August 16th, 2016
Reallocate 2017 funding- line item CIP #B6-17

ACTION REQUIRED / PROPOSED MOTION:

1. Motion to approve CMBA Contract agreement
2. Motion to reallocate 2017 C.I.P. #B6-17 funds to LEC Optimization Plan



August 16, 2016

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

RE: Agreement for Professional Services
RE: Woodbury County Law Enforcement Center Optimization Plan

AGREEMENT

THIS AGREEMENT is made this 16th day of August, 2016, by and between the **Woodury County, Iowa** of 401 8th St., Sioux City, Iowa 51101 (hereinafter referred to as “County”) and **CMBA Architects** of 302 Jones St, Suite 200, Sioux City, Iowa 51101 (hereinafter referred to as “Contractor”). CMBA Architects will also utilize **Goldberg Group Architects** of 805 North 36th Street, St. Joseph, Missouri 64506 as a sub-contractor.

WHEREAS, County requires Facility Analysis & Optimization Plan for its Law Enforcement Center, including the following specific areas for consideration: existing space usage, compliance with applicable jail standards, opportunities for functional improvements, increased storage, staff efficiency and adaptive re-use of available First- and Second –floor space, and

WHEREAS, Contractor is an architectural and planning firm with experience in conducting feasibility studies, Master Planning and architectural design for Detention Facilities.

In consideration of the mutual covenants and promises contained herein,

IT IS HEREBY AGREED AS FOLLOWS:

1. **Scope of Services:** Contractor shall provide to County planning services which identify and to the greatest reasonable extent, address functional and physical deficiencies present in the County’s existing Law Enforcement Center; resulting in an Optimization Plan and Report covering the following topics:
 - a. Existing Facility Evaluation
 - i. *Addresses function (layout) deficiencies, compliance, with applicable Codes & Standards, Security & Operational conditions and available building spaces for adaptive re-use and/or improved utilizations;*
 - b. Conceptual Planning & Programming
 - i. *Contractor shall conduct interviews and planning sessions with Jail staff, to identify, prioritize and qualify/quantify potential solutions to Facility deficiencies identified in previous activities;*



c. Optimization Plan

- i. *Contractor shall provide a proposed Optimization Plan report consisting of narrative materials, charts, diagrams, proposed sequence & phasing and conceptual budgets, such that this document may serve as a planning resource for County officials seeking to anticipate future improvements to the County's Law Enforcement Center;*
2. **Compensation for Services:** County shall pay Contractor for those services in the stipulated amount of **Twenty-Four Thousand Six Hundred and 00/100 (\$24,600.00) Dollars**. Contractor shall bill the County monthly for the portion of work completed to date.
3. **Compliance with the Law:** Contractor shall provide all the services to be performed under this Agreement with reasonable compliance with all applicable federal, state and local laws, ordinance, rules and regulations.
4. **Equal Employment Opportunity:** Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, handicap, height, weight, marital status, political affiliation or beliefs.
5. **Independent Contractor:** It is expressly understood and agreed that Contractor is an independent contractor. The employees, servants and agents of Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of County. Contractor's employees, servants and agents shall not be entitled to any fringe benefits of County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. Contractor shall be responsible for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper federal, state and local governments. Contractor shall carry workers' compensation coverage for its employees, as required by law, and shall provide County with proof of said coverage, if requested.
6. **Insurance:** Contractor shall procure and maintain (or require its subcontractors, if applicable, to maintain at subcontractor's expense) General and Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence, \$3,000,000 aggregate. Contractor shall name County as an additional insured on such policy, and will provide certificates of insurance evidencing such coverage.



7. **Indemnification:** Contractor shall, at its own expense, protect, defend, indemnify and save harmless County, its elected and appointed officers, employees, servants and agents from any and all liability resulting from the acts or omissions of Contractor, its employees, or agents that may arise out of this Agreement. Contractor shall at its own expense appear, defend and pay all charges of attorney fees and all costs and other expenses arising therefrom or incurred, and if any judgment shall be rendered against County in any such action, Contractor shall, at its own expense, satisfy and discharge same. Contractor's responsibilities to County as set forth in this section shall not be mitigated by any insurance coverage obtained by Contractor either for its day-to-day operation or specific to the services to be performed under this Agreement.
8. **Waivers:** No failure or delay on the part of the County in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.
9. **Modifications, Amendments or Waivers of Provisions of the Agreement:** All modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
10. **No Assignment:** Contractor shall not assign, subcontract or otherwise transfer its duties or obligations under this Agreement without the express written approval of County.
11. **Disregarding Titles:** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
12. **Completeness of the Agreement:** This Agreement, and any additional or supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
13. **Invalid Provision:** If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.
14. **Non-Beneficiary Contract:** This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
15. **Choice of Law:** This Agreement shall be governed by the laws of the State of Iowa and venue shall lie in Woodbury County, Iowa.

August 16, 2016
Page 4 of 4
Agreement



IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

CANNON MOSS BRYGGER ARCHITECTS

GOLDBERG GROUP ARCHITECTS, P.C.

By: _____
Brian Crichton, AIA, LEED, AP
President/CEO

By: _____
Lawrence Goldberg, AIA, NCARB, ASC
President

THE COUNTY OF WOODBURY:

By: _____
Jeremy Taylor, Chair
Woodbury County Board of Supervisors

ATTESTED:

By: _____

DATE: _____, 2016

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

Date: 9/15/2016

Weekly Agenda Date: 9/20/2016

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

WORDING FOR AGENDA ITEM:

Updates & Positive outlook on county projects and energy efficiency steps

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Woodbury County has received very positive updates in relationship to recent CIP projects.

County wide LED Lighting Project:
 Woodbury County to date has received over \$324,000.00 in energy lighting rebates from Mid-American Energy. Due to the size and scope of this very large project a few small items remain before the project reaches total completion.

Courthouse Steam Trap Project:
 Clear Results has pre-approved steam trap rebates of \$36,120.00- the rebates were pre-approved with the crafted assistance of the Baker Group who formulated a work of scope that would eventually fit into an acceptable custom rebate program.

Lighting Controls:
 Building Services & The Baker Group will meet with Clear Results (Mid-American's Energy rebate program partner) in the next several weeks to review Woodbury County facilities to determine possibilities of energy savings & rebates in relationship to energy efficient lighting controls throughout the County.

BACKGROUND:

Building Services endeavors to achieve continuous improvement in energy efficiencies, leveraging programs that are conducive to projects supported by rebates and/or cost savings, and will continue to strive toward the goal of obtaining "Energy Star" status in buildings throughout Woodbury County.

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

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

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

Date: 9/14/2016 Weekly Agenda Date: 9/20/2016

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

WORDING FOR AGENDA ITEM:

Receive and consider quotations for the extension of reinforced box culvert structure P76.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county engineer has prepared plans for the extension of the box culvert located in section 23-87-45, on 255th street.

BACKGROUND:

The culvert was built in 1956 to fit the existing roadway. The elevation of the road was changed in the 1980s requiring the county to utilize bridge plank to hold back the roadway foreslope. The plank & wood piling that held back the foreslope has failed. The extension of the culvert will provide a structure that will hold up better to storm events and make a safer roadway to travel.

FINANCIAL IMPACT:

The culvert is funded with secondary roadway 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 receive the quotes and return them to the county engineer for review and recommendation.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board receive the quotes and return them to the county engineer for review and recommendation.

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

Date: 9/14/2016 Weekly Agenda Date: 9/20/2016

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

WORDING FOR AGENDA ITEM:

BOARD AS ORTON SLOUGH DRAINAGE DISTRICT TRUSTEES: Receive and consider quotations for the Orton Slough Ditch clean out

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The drainage engineer for the Orton Slough has prepared plans for the ditch clean out from the railroad structure to the main intake for the district tile line.

BACKGROUND:

The landowners within the district requested that the board of supervisors, acting as district trustees, drop a proposed drainage capacity improvement project asked that the existing facilities be improved to work as well as possible. Right of way for the ditch has been acquired on behalf of the district. Weather and ground conditions are favorable for the ditch clean out work.

FINANCIAL IMPACT:

The bridge is funded with property tax dollars levied against the benefited properties within the district.

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 receive the bids and return them to the county engineer for review and recommendation.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board receive the quotes and return them to the county engineer for review and recommendation.

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

A RESOLUTION THANKING AND COMMENDING

Jim Clark

FOR YOUR SERVICE TO WOODBURY COUNTY

WHEREAS, James “Jim” Clark, Jr. has demonstrated himself to be an outstanding citizen of Woodbury County by contributing decades of his life to the critical needs of emergency planning and preparedness, most recently as Assistant Fire Chief for Sioux City Fire Rescue, but including roles such as Program Coordinator for Regional Hazardous Materials, Commissioner for State Emergency Response, President for Iowa Hazardous Materials Task Force, and contributing author of the Joint City/County Emergency Operations Plan for the Management Team; and

WHEREAS, his Co-Chairmanship of the Design Team for the state-of-the-art Security Institute was instrumental in creating generational education partnerships, critical training and emergency operations space for disasters of all magnitudes, and unified infrastructure for Woodbury County’s E911 Communications Center and for our regional Siouxland Tri-state Area Radio Communications; and

WHEREAS, his expert advice shared with the 71st WMD Civil Support Team, the Iowa National Guard, and in training hundreds of first responders has raised a proper standard; 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 Jim Clark 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, Jim Clark.

BE IT SO RESOLVED this 20th day of September, 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

WOODBURY COUNTY DEPARTMENT MEETING

September 19, 2016 at 8:00 AM in the LEC Training Room

Goal: Woodbury County will develop cooperative methods to increase transparency, communication, cooperation, long-term planning, and the exchange of information and ideas. This will enhance efficiency and savings while providing the best services possible for the citizens of Woodbury County.

Vision: Woodbury County dedicates itself to providing high quality services to meet the ever-changing demands and needs of its citizens.

Objective: County Department Heads and Elected officials will meet monthly using an agenda and minutes. Minutes will document increased transparency, communication, cooperation, long-term planning, the exchange of information and ideas with a vision for the future.

Agenda Focus 19 September: Efficient and Lean in 2017

Blue Zones Muffins

1. Introductions, Agendas, Contracts, and Procedures

We will take the opportunity to introduce any new members to staff. Abigail Sills will join us from the County Attorney's office, which will give you a chance to meet the Board's new legal counsel. We will discuss expectations regarding contract reviews, backup materials, the usage of outside legal counsel, etc.

2. Goals for FY 2017 & Scheduling Meetings with Liaisons

Please schedule a meeting with your liaison from the Board regarding goals for this FY 17 that were developed in order to touch base on plans, progress, and how things are going. I have conducted 3 so far with 2 more scheduled. I wanted to share some "lessons learned" on the documentation of data concerning efforts versus tangible black-and-white net results. This has also been a helpful way to simply keep informed of how things are going.

3. A Role in Energy Efficiency

The Board of Supervisors instituted the tracking of all utility bills through Energy CAP and Building Services has been working diligently to track all historic data. Part of this will help us to quantify the results of projects (LEDs, Steam Traps, Building Automation Systems, etc.) Sioux City is currently #2 nationally for Energy Star certified buildings, and I would love to see joint efforts perhaps between the City and County in the future. For our own part, we have made several decisions regarding energy lately including the closure of Prairie Hills (\$4.28/sq. ft. utility cost). We received rebate checks from

Mid-American for over \$320,000 last Tuesday and have now identified over \$36,000 in rebates from upgrading nearly all steam traps. How does this affect you?

Clear Results (Mid-American's partner), Building Services, and even our recent project manager on many projects (the Baker Group) may be in spaces coming up with a plan to submit to control lighting through upgraded technology subject to Board. Additionally, each of us as leaders can help discuss organizational and human behavior as a means to being good fiscal stewards, preserving the environment, and reducing waste. This includes lighting, equipment, and HVAC that uses any commodity: electricity, natural gas, propane, water, etc. Finally, the utilization of the Work Order system for maintenance can have a remarkable effect on the mitigation of energy waste. The more we can document these efforts, the better we can track the results of taking such actions.

4. Lean in 2017 Operating Budget Efficiency Goal 2%--Dennis Butler

Dennis Butler will be presenting on the goal of identifying a percentage range of operational reduction for FY 17. Just as we look to you as leaders to identify needs/improvements, we are looking for help on where the operational budget may be adjusted during another tough budget year (FY 18's no new assessment; a probable health insurance fund increase; another bargained-for contract, etc.)

5. Accessibility Goals

The Board has instituted live-streaming, changed meeting times and location to increase the convenience to our public, and hosted our first County Government Day. Heather Satterwhite continues to gather input to help redesign and reconfigure accessibility information. One of the initiatives has been meeting in every rural community: we have Bronson and Lawton left, which I anticipate by the end of the year. We are very appreciative of your attendance at these 12 meetings thus far. Next year, we may meet quarterly or some other way. (Ideas??)

6. Department Activities—All Department Heads and Elected Officials

We will go around the room. Please let us know what is going on in your department that is a main priority of effort. You may also share a need but if extensive discussion ensues, we may ask it be a separate agenda item for next meeting to give everyone an opportunity.



“Practice does not make perfect: it makes permanent.”
Staff (Drill) Sergeant Tanequia Allen

Meeting Minutes, September 12th, 2016 @ 10:00AM

SEVENTH MEETING OF THE WOODBURY COUNTY POLICY REVIEW COMMITTEE

Location: Board Chambers, first floor of the Courthouse
605 Douglas Street, Sioux City, Iowa

Members present: Matthew Ung, County Supervisor; Pat Gill, County Auditor; Ed Gilliland, Director of Human Resources; P.J. Jennings, County Attorney; Tonia Abell, Human Resources

Audience Attendees: Kenny Schmitz, Director of Building Services; John Malloy (IT Director), Joshua Widman, Asst. County Attorney; Mike Clayton, County Treasurer; Jean Jessen and Michelle Skaff, Auditor's Office

Agenda

- I. Call to order ---Ung
- II. Public Comments
No public comments
- III. Approval of Agenda
Approved by consensus
Gill requested County Auditor recommendations be moved to top of agenda
- IV. New Business
 - D. **County Auditor recommendations**
Jessen endorsed direct deposit uniform mandatory, citing cost effectiveness and elimination of employees losing payroll checks. Gilliland affirmed direct deposit policy will be put into place for all employees, except those with extraordinary circumstances. Employees without direct deposit currently would be grandfathered.
Jean raised awareness all original documents with signatures brought in front of Board should be stored in the Auditors office to be compliant with department of division, revenue and expenditures. Jessen commented there has been improvements with department compliance, however there is a need of procedure for improvement. Ung affirmed policy should be revisited to be compliant and to improve easily searchable contracts on the County website. Widman pointed out the website has a procurement policy on website specific to a grant, however not limited under that grant. Ung noted it is worth discussion on future policy meetings.
 - B. **Acceptable (Network) use (4th review of new policy)**
Jennings presented IT policy on acceptable network use policy with revisions by Widman. Widman highlighted differences stating some of the technical language was removed from the original draft and made more general. Malloy will take back to his group to review. Jennings inquired on disciplinary action Human Resources will take for violation of policy. Ung stated the county may want to determine what discipline is needed for 1st, 2nd and 3rd violation, and decide whether that is reflected in this "umbrella policy" or the more specific policies to follow. Malloy and Gilliland will meet to discuss what constitutes improper use and disciplinary actions for violation. Committee discussion on case by case reviews, criteria to include jeopardizing County resources. Jennings suggested a

comparative of other county practices. Widman inquired whether acceptable network policy would contradict with the New employee handbook. Ed compared with the Social Media coverage in Employee handbook. Malloy and Ung suggested policy should refer to the employee handbook regarding social media. Gilliland noted a policy for cell phone usage is advised allowing managers to determine cell usage for their employees. **Motion by Ung, second by Gill to direct Malloy and Gilliland to review policy and present at next committee meeting. Passed 5-0.**

A. **Misc. Updates** Employee Handbook, Policy Handbook

Ung inquired on status and timing of Allyson Dirksen's revisions suggested to Gilliland. Gilliland presented final revision regarding dress standards. Committee approved minor language changes suggested by Jennings. Gilliland stated this was the last change. Ung very interested to get handbook reviewed and approved by board of supervisors. Gilliland will add employee handbook to Board agenda for September 20th or 27th.

C. **Building Use Policy (1st review)**

Committee reviewed past practices for Courthouse use as it regards private and non-profit. Schmitz opened discussion with concerns on which groups allowed or denied, areas of use, and cost recoup of usage. Gill recalled no past issues with special (partisan) conventions. Widman expressed concern denying groups if not in alignment of beliefs. Committee consensus to continue past practice, to await legal review of public vs. private parameters from County Attorney's Office, and to revisit at future committee meeting after solicitation of comments at a future dept. head meeting. No action taken.

V. Policy item requests for future

Ung put before committee further review of Acceptable Network Use, and opening of discussion to review the procurement policy (last revised 2002).

VI. Set next meeting

EIGHTH MEETING OF THE WOODBURY COUNTY POLICY COMMITTEE was tentatively scheduled for October 26th, 2016 @ 10:00 AM

Location: Board Chambers, first floor of Courthouse, 620 Douglas Street, Sioux City, IA

Meeting adjourned 11:50AM

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.

September, 2016

September 5, 2016		14
September 6, 2016	14	14
September 7, 2016	14	13
September 8, 2016	14	16
September 9, 2016	16	15
September 10, 2016	15	15
September 11, 2016	16	16
September 12, 2016	16	

The Center averaged 15 youths per day during the 6:00 a.m. count and 14.7 during the 6:00 p.m. check for a weekly average of 14.9 residents per day during the above week.

As of 6:00 a.m. on September 12, 2016, seven of the sixteen residents were identified gang members or forty four percent. Of the seven, three or forty three percent were identified as highly active.

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

Mark Olsen

Director
WCJDC

September 12, 2016

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>
9/3/16	Saturday	238	220	18	0	16
9/4/16	Sunday	245	227	18	0	16
9/5/16	Monday	232	214	18	0	15
9/6/16	Tuesday	231	213	18	0	15
9/7/16	Wednesday	226	208	18	0	12
9/8/16	Thursday	227	209	18	0	16
9/9/16	Friday	220	204	16	0	16
		1619	1495	124	0	106
<u>24 HOUR DAILY COUNT</u>						
<u>DATE</u>	<u>TOTAL</u>	<u>MALE</u>	<u>FEMALE</u>			
9/3/16	259	222	37			
9/4/16	260	225	35			
9/5/16	260	226	34			
9/6/16	243	210	33			
9/7/16	258	222	36			
9/8/16	242	205	37			
9/9/16	243	209	34			
	1765	1519	246			
*Highest population count each day						