



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS ( SEPTEMBER 27, 2016) (WEEK 39 OF 2016)

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 27, 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. Informational Tour Open to Public of Courtroom 203 Restoration

- 4:30 p.m. 1. Call Meeting to Order - Pledge of Allegiance to the Flag - Moment of Silence
2. Citizen Concerns Information
3. Approval of the agenda September 27, 2016 Action
4. Approval of the minutes of the September 20, 2016 meeting Action
5. Discussion and approval of claims Action
6. Board of Supervisors - Matthew Ung Presentation of resolution thanking and commending Jim Clark for his years of service in Woodbury County Information
7. Board of Supervisors - Jeremy Taylor Presentation of resolution thanking and commending Jean Jessen for her years of service to Woodbury County Information

- 4:40 p.m.**  
(Set time)
8. Board Administration – Dennis Butler
    - a. Public hearing for the Lease/Purchase Agreement with Motorola, Inc. for the purchase of new law enforcement radios Action
    - b. Approve the Lease/Purchase Agreement with Motorola, Inc. for the purchase of radios Action
    - c. Approval of resolution fixing date for a public hearing on the proposition of a Lease/Purchase Agreement for new radio equipment for the Conservation and Emergency Services department Action
  
  9. County Sheriff – Dave Drew  
Intention to change medical service provider in jail and request further information with submitted proposals Information
  
  10. Rural Economic Development – David Gleiser  
Briar Cliff University - Judy Thompson  
Consideration of financial support for Regional Entrepreneur Grant Competition “Swimming with the Sharks” at Briar Cliff University Action
  
  11. Human Resources – Ed Gilliland
    - a. Approval of Memorandum of Personnel Transaction Action
    - b. Authorize Chairman to sign Authorization to Hire Process Action
    - c. Approval of new Woodbury County Employee Handbook revisions Action
  
  12. Board Administration – Karen James
    - a. Approval of lifting tax suspension for M. C. Action
    - b. Approval of resolution for a tax suspension for R. M. Action
    - c. Approval of resolution for tax abatement for Woodbury County Farm Action
    - d. Approval of resolution thanking and commending a county employee for years of service Action
  
  13. County Treasurer – Michael Clayton
    - a. Approval of resolution for a tax abatement for Sioux City Riverboat Corp. Inc. Action
    - b. Approval of resolution for a tax abatement for J. C. Action
  
  14. Secondary Roads – Mark Nahra
    - a. Consideration of award of bid for RCB Culvert P-76 rehabilitation work Action
    - b. Consideration of Certificate of Completion of Contract Work for the Secondary Road Department Action

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

15. a. Approval of September 20, 2016, minutes
- b. Consideration of award of quote for Orton Slough Ditch Cleaning work Action

**Adjourn Orton Slough Drainage District**

**Convene Wolf Creek Drainage District Trustee Meeting**

16. Consideration of approval of reclassification and annexation of lands draining to the Wolf Creek Drainage District Action

**Adjourn Wolf Creek Drainage District Trustee Meeting  
Continue Board of Supervisors Meeting**

- |  |                  |
|--|------------------|
| 17. Board of Supervisors – Jackie Smith<br>Iowa Policy Project data on raising the minimum wage in Woodbury County   | Information      |
| 18. Board of Supervisors – Jeremy Taylor<br>Board approval of resolution explaining Woodbury County’s position on raising wages  | Action           |
| 19. Building Services – Kenny Schmitz<br>a. Approval of LEC courtrooms audio/video system in arraignment<br>b. Approval of Courthouse exterior Terra-Cotta Emergency Repair – Contract | Action<br>Action |
| 20. Chairman’s Report<br>a. Department Head Meeting<br>b. Bronson – October 17, 2016   | Information      |
| 21. Reports on Committee Meetings  | Information      |
| 22. Citizen Concern  | Information      |
| 23. Board Concerns and Comments  | Information      |

**ADJOURNMENT**

*Subject to Additions/Deletions*

## CALENDAR OF EVENTS

<b>MONDAY SEPT. 26</b>	<b>6:00 p.m.</b>	Zoning Commission Meeting, Board of Supervisors' Chambers
	<b>7:30 p.m.</b>	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Merville, Iowa.
<b>TUESDAY, SEPT. 27</b>	<b>2:00 p.m.</b>	Decat Board Meeting, Western Hills AEA, Room F
	<b>1:30 p.m.</b>	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
<b>MONDAY, OCTOBER 3</b>	<b>6:00 p.m.</b>	Board of Adjustment meeting, Board of Supervisors' Chambers
<b>TUESDAY, OCTOBER 4</b>	<b>4:45 p.m.</b>	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
<b>WEDNESDAY, OCTOBER 5</b>	<b>12:00 noon</b>	District Board of Health Meeting, 1014 Nebraska St.
<b>THURSDAY, OCTOBER 6</b>	<b>5:00 p.m.</b>	Conservation Board Meeting, Little Sioux Park
<b>WEDNESDAY, OCTOBER 12</b>	<b>8:05 a.m.</b>	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
	<b>6:30 p.m.</b>	Woodbury County Solid Waste Agency (Sanitary Landfill) Executive Committee Meeting, Public Safety Center, Climbing Hill
<b>THURSDAY, OCTOBER 13</b>	<b>12:00 p.m.</b>	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
	<b>7:00 p.m.</b>	Siouxland Mental Health Center, Board Meeting, 625 Court Street
<b>MONDAY, OCTOBER 17</b>	<b>4:30 p.m.</b>	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
<b>WEDNESDAY, OCTOBER 19</b>	<b>12:00 noon</b>	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
	<b>10:00 a.m.</b>	Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook Street
<b>THURSDAY, OCTOBER 20</b>	<b>11:00 a.m.</b>	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa

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

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

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

SEPTEMBER 20, 2016, THIRTYFIFTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, September 20, 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, Karen James, Board Administrative Coordinator, Ed Gilliland, Human Resources Director and Patrick Gill, Auditor /Clerk to the Board.

- 1. There was no general relief appeal heard.
- 2. The meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.
- 3. Charles Nelson addressed the Board with concerns about a drainage ditch.
- 4. Motion by Taylor second by Smith to approve the Agenda for September 20, 2016 with an additional item to receive the canvass of the Upper Wolf Creek Drainage District. Carried 5-0. Copy filed.
- 8a. A public hearing was held at 4:35 p.m. for the sale of parcel #122580, 2600 Center St. The Chairperson called on anyone wishing to be heard.

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

Motion by Monson second by Clausen to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to Rigoberto Zavala & Maria Aguirre, 2606 Center St., for real estate parcel #122580, 2600 Center St., for \$206.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD  
OF SUPERVISORS OF WOODBURY COUNTY, IOWA  
RESOLUTION #12,424**

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

**By Rigoberto Zavala and Maria G. Aguirre in the sum of Two Hundred Six Dollars & 00/100 (\$206.00)-----  
-----dollars.**

For the following described real estate, To Wit:

**Parcel #122580**

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

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

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

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

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

**SO DATED** this 20<sup>th</sup> Day of September, 2016.  
**WOODBURY COUNTY BOARD OF SUPERVISORS**

We therefore declare Richard C. Benson, Patrick B. Maguire, and Arthur N. Kohlhof duly elected to the office of Upper Wolf Creek Drainage District Trustee for a term of three years (2016, 2017, 2018).

Motion by Monson second by Ung to receive the canvass of the Upper Wolf Creek Drainage District Election held on September 10<sup>th</sup>, 2016. Carried 5-0. Copy filed.

- 9a. Motion by Clausen second by Smith to approve the separation of Cory Gaston, Civil Engineer Intern, Secondary Roads Dept., effective 9-21-16. Resignation.; the separation of Gene Hacker, Sheriff Deputy, County Sheriff Dept., effective 10-04-16. Retirement.; the separation of Shirley Michaud, Civilian Jailer, County Sheriff Dept., effective 10-31-16.; Retirement.; and the separation of Alan Shinkunas, Jail Sergeant, County Sheriff Dept., effective 11-30-16. Retirement. Carried 5-0. Copy filed.
- 9b. Motion by Monson second by Taylor to authorize the Chairperson to sign the Authorization to initiate the hiring process for Civilian Jailer, County Sheriff Dept., CWA \$18.00/hour; for Jail Sergeant, County Sheriff Dept., CWA: \$26.68/hour.; and for Civil Engineer Intern, Secondary Roads Dept., Wage Plan: \$55,435 to \$58,634/year. Carried 5-0. Copy filed.
- 9c. Information was presented on Policy updates to the revised the Employee Handbook. Copy filed.
- 10. Motion by Monson second by Ung to approve the Fiber Optic Exchange Agreement with FiberComm, LLC. Carried 5-0. Copy filed.
- 11a. Motion by Monson second by Smith to receive the rezoning petition for GIS Parcel #884723200001 with referral to the Zoning Commission for public hearing and recommendation. Carried 5-0. Copy filed.
- 11b. Motion by Smith second by Monson to receive the rezoning petition for GIS parcels #884723200007 and #884723200008 with referral to the Zoning Commission for public hearing and recommendation. Carried 5-0. Copy filed.
- 12. Motion by Monson second by Taylor to approve and authorize the Chairperson to sign a Resolution fixing date for a public hearing on the proposition of a lease/purchase agreement for new radio equipment for the Sheriff's office. Carried 5-0. Copy filed.

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF WOODBURY COUNTY, IOWA  
RESOLUTION #12,426**

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 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 20<sup>th</sup> day of September, 2016.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

17. The Chairperson reported on day to day activities.
18. The Board members reported on their committee meetings.
19. There were no citizen concerns.
20. Board members presented their concerns and comments.

The Board adjourned the regular meeting until September 27, 2016.

Meeting sign in sheet. Copy filed.



WOODBURY COUNTY, IOWA

RESOLUTION NO. 12,427

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 Siouland 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 Taylor*

Jeremy J. Taylor, Chairman

*Jaclyn Smith*

Jaclyn D. Smith, Member

*Larry D. Clausen*

Larry D. Clausen, Member

*Mark A. Monson*

Mark A. Monson, Member

*Matthew A. Ung*  
Matthew A. Ung, Member

Attest:

*Patrick F. Gill*  
Patrick F. Gill, Woodbury County Auditor





WOODBURY COUNTY, IOWA

RESOLUTION NO. 12,415

A RESOLUTION THANKING AND COMMENDING

*Jean Jessen*

FOR HER SERVICE TO WOODBURY COUNTY

WHEREAS, Jean Jessen has capably served Woodbury County as an employee of the Woodbury County Auditor's Office for 30 years from July 29, 1986 to September 30, 2016; and

WHEREAS, the service given by Jean Jessen as a Woodbury County employee, has been characterized by her dedication to the best interests of the citizens of Woodbury County; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of this Board thanks and commends Jean Jessen for her years of service to Woodbury County; and

BE IT FURTHER RESOLVED that it is the wish of all those signing below that the future hold only the best for this very deserving person, Jean Jessen.

BE IT SO RESOLVED this 16th day of August, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS

*Jeremy J. Taylor*  
Jeremy J. Taylor, Chairman

*Jaclyn D. Smith*  
Jaclyn D. Smith, Member

*Larry D. Clausen*  
Larry D. Clausen, Member

*Mark A. Monson*  
Mark A. Monson, Member

*Matthew A. Ung*  
Matthew A. Ung, Member

Attest:

*Patrick F. Gill*  
Patrick F. Gill, Woodbury County Auditor

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

Date: 9-22-2016

Weekly Agenda Date: 9-27-2016

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Dennis Butler, Finance Director

**WORDING FOR AGENDA ITEM:**

1. Public Hearing for the Lease/Purchase Agreement with Motorola, Inc. for the purchase of new Law Enforcement Radios.
2. Approve the Lease/Purchase Agreement with Motorola, Inc. for the Purchase of Radios.

**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 request to purchase the new radio system for FY 17/18. The new statewide radio system is ahead of schedule and will go on-line December 14, 2016. The State of Iowa did bid out the radio system with Motorola being selected. The Lease/Purchase Agreement is for three years. The first year is interest free, but the final two years would be at 2.9% interest. If the County would pay all of the amount by September 1, 2017 there would be no interest involved.

**BACKGROUND:**

[Empty box for background information]

**FINANCIAL IMPACT:**

The CIP program for FY 2017-18 would include \$680,596.25 for the Sheriff. The project would be paid for by September 1, 2017, funds borrowed during May of 2018 and taxes levied during FY's 18,19,20,21, and 22. Our CIP loans are always five FY's to paid in full.

**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:**

To approve the entire project as delays would probable increase costs at a later date, communications among law enforcement agencies would more difficult, the State of Iowa is switch the new system over December 14, 2016 and service of the existing radios by Motorola would not exist after calendar year 2018.

**ACTION REQUIRED / PROPOSED MOTION:**

1. Hold the Public Hearing and close the Public Hearing after all comments.
2. Motion by \_\_\_\_\_, second by \_\_\_\_\_ to approve the Lease/Purchase Agreement with Motorola for the purchase of new Law Enforcement radios 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 the State of Iowa Master Agreement #4936-15 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 it's 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 it's 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

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A                    23966  
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **23966** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

<b>QUANTITY</b>	<b>DESCRIPTION (Manufacturer, Model, and Serial Nos.)</b>
<b>Equipment Location: Woodbury County S.O. 407 7<sup>th</sup> Street Sioux City IA</b>	

**Initial Term: 36 months**

**Commencement Date:        October 1, 2016**

**First Payment Due Date:    October 1, 2017**

**3 annual payments of \$233,581.11** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

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		

**Expiration Date:                    October 2, 2019**

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.



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

**RESOLUTION AUTHORIZING A LEASE-PURCHASE AGREEMENT WITH MOTOROLA  
SOLUTIONS, INC. FOR RADIOS FOR THE SHERIFF'S DEPARTMENT**

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 first lease payment is not due and payable until October 1, 2017 and thus no appropriation of funds for this lease-purchase agreement is being hereby authorized at this time; and

WHEREAS, pursuant to a notice published as required by Sections 331.301 and 331.443 of the Code of Iowa, this Board held a public hearing and meeting upon the proposal to enter into this lease-purchase agreement and the Board is therefore now authorized to proceed with the authorization of the lease-purchase agreement.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The County is hereby authorized to enter into the lease-purchase agreement with Motorola Solutions, Inc. for the lease-purchase of radios compatible with the new statewide radio system for the Sheriff's Department with costs not to exceed \$700,743.33 in substantially the same form as was presented at the public hearing and meeting. The County designates and authorizes the Chairman of the Board of Supervisors to execute on behalf of the County the subject lease-purchase agreement and any other related documents necessary to the consummation of the transaction contemplated by the lease-purchase agreement.

Section 2. The Board has determined that a true and very real need exists for the acquisition of the personal property described in the lease-purchase agreement between the County and Motorola Solutions, Inc. and that entering into the lease-purchase agreement is in the best interests of the County.

SO DATED this 27<sup>th</sup> day of September, 2016.

---

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

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

Date: 9-22-2016

Weekly Agenda Date: 9-27-2016

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Dennis Butler, Finance Director

**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 Conservation and Emergency Services Departments.

**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 Conservation and Emergency Services Departments request that they have the same equipment so they have the ability to communicate with all law enforcement agencies. The new statewide radio system is ahead of schedule and will go on-line December 14, 2016. The State of Iowa did bid out the radio system with Motorola being selected. The Lease/Purchase Agreement is for three years. The first year is interest free, but the final two years would be at 2.9% interest. If the County would pay all of the amount by September 1, 2017 there would be no interest involved.

**BACKGROUND:**

Empty box for background information.

**FINANCIAL IMPACT:**

The CIP program for FY 2017-18 would include \$152,316.00 for the Conservation and Emergency Services Departments. The breakdown is included in the backup. Conservation share is \$87,708.00 and Emergency Services is \$64,608.00. The project would be paid for by September 1, 2017, funds borrowed during May of 2018 and taxes levied during FY's 18,19,20,21, and 22. Our CIP loans are always five FY's to paid in full.

**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:**

To approve the entire project as delays would probably increase costs at a later date, communications among law enforcement agencies would more difficult, the State of Iowa will switch the new system over December 14, 2016 and service of the existing radios by Motorola would not exist after calendar year 2018.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion by \_\_\_\_\_, Second by \_\_\_\_\_ to approve October 4, 2016, 4:45 p.m. for a Public Hearing on the proposition of a Lease/Purchase Agreement for new radio equipment for the Conservation and Emergency Services Departments.

## EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23998

**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 the State of Iowa Master Agreement #4936-15contract (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 **23998**, 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 23998 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

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A                    23998  
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **23998** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
<b>Equipment Location: Woodbury County S.O. 407 7<sup>th</sup> Street Sioux City IA</b>	

**Initial Term: 36 months                    Commencement Date:    October 1, 2016  
First Payment Due Date:    October 1, 2017**

**3 annual payments of \$52,274.96** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

**Woodbury County, IA Mobiles**  
**Prepared for: Emergency Services**  
**Prepared By: Shari Schmitz 952-237-5526**

Description	Model	Qty
APX7500 DUAL BAND MID POWER	M30TSS9PW1 N	6
ADD: VHF MP PRIMARY BAND	GA00306	6
ADD: 7/800MHZ SECONDARY BAND	GA00225	6
ADD: ENABLE DUAL BAND OPERATION	GA00579	6
ADD: ASTRO. DIGITAL CAI OPERATION	G806	6
ENH: SMARTZONE OPERATION APX	G51	6
ADD: P25 TRUNKING SOFTWARE	G361	6
ADD: TDMA OPERATION	GA00580	6
ADD: DVRS MSU ACTIVATION	GA00631	6
ADD: DVRS PSU ACTIVATION	G442	6
ADD: O5 CONTROL HEAD	G444	6
ADD: APX CONTROL HEAD SOFTWARE	G67	6
ADD: REMOTE MOUNT MID POWER	G335	6
ADD: ANT 1/4 WAVE 762-870 MHZ	G300	6
ADD: PALM MICROPHONE	W22	6
ADD: AUXILARY SPKR 7.5 WATT	B18	6
ADD: 3 YRS SERVICE FROM THE START	G78	6
ENH: OVER THE AIR PROVISIONING	G996	6
ENH: APX GPS ACTIVATION	GA00229	6
ADD: GPS ANTENNA	GA00226	6
ENH: ASTRO 25 OTAR W/ MULTIKEY	G298	6
ADD: AES/DES-XL/DES-OFB ENCRYPTION	G851	6
	UNIT TOTAL:	6

**Woodbury County, IA Portables**  
**Prepared for: Emergency Services**  
**Prepared By: Shari Schmitz 952-237-5526**

Description	Model	Quantity
APX7000 DIGITAL PORTABLE RADIO	H97TGD9PW1 N	8
ADD: VHF PRIMARY BAND	QA00570	
ADD: 7/800MHZ SECONDARY BAND	QA00573	
ADD: LARGE COLOR DISPLAY AND FULL KEYPAD	QA00577	
ADD: ENABLE DUAL BAND OPERATION	QA00579	
ADD: ASTRO DIGITAL CAI OPERATION	Q806	
ADD: SMARTZONE OPERATION	H38	

ADD: P25 9600 BAUD TRUNKING	Q361	
ADD: TDMA OPERATION	QA00580	
ADD: DVRS PSU ACTIVATION	QA00631	
ADD: ENABLE INTERNAL GPS OPERATION	QA00782	
ENH: ASTRO 25 OTAR W/ MULTIKEY	Q498	
ADD: PROGRAMMING OVER P25 (OTAP)	G996	
ENH: AES/DES,DES-XL,DES-OFB	Q15	
ADD: 3 YR SERVICE FROM THE START	Q58	
SINGLE UNIT CHARGER	WPLN7080	8
	<b>TOTAL:</b>	8

**Woodbury County, IA Mobiles**

**Prepared for: Conservation**

**Prepared By: Shari Schmitz 952-237-5526**

Description	Model	Qty
APX7500 DUAL BAND MID POWER	M30TSS9PW1 N	11
ADD: VHF MP PRIMARY BAND	GA00306	11
ADD: 7/800MHZ SECONDARY BAND	GA00225	11
ADD: ENABLE DUAL BAND OPERATION	GA00579	11
ADD: ASTRO. DIGITAL CAI OPERATION	G806	11
ENH: SMARTZONE OPERATION APX	G51	11
ADD: P25 TRUNKING SOFTWARE	G361	11
ADD: TDMA OPERATION	GA00580	11
ADD: DVRS MSU ACTIVATION	GA00631	11
ADD: DVRS PSU ACTIVATION	G442	11
ADD: O5 CONTROL HEAD	G444	11
ADD: APX CONTROL HEAD SOFTWARE	G67	11
ADD: REMOTE MOUNT MID POWER	G335	11
ADD: ANT 1/4 WAVE 762-870 MHZ	G300	11
ADD: PALM MICROPHONE	W22	11
ADD: AUXILARY SPKR 7.5 WATT	B18	11
ADD: 3 YRS SERVICE FROM THE START	G78	11
ENH: OVER THE AIR PROVISIONING	G996	11
ENH: APX GPS ACTIVATION	GA00229	11
ADD: GPS ANTENNA	GA00226	11
ENH: ASTRO 25 OTAR W/ MULTIKEY	G298	11
ADD: AES/DES-XL/DES-OFB ENCRYPTION	G851	11
	UNIT TOTAL:	11

**Woodbury County, IA Portables**

**Prepared for: Conservation**

**Prepared By: Shari Schmitz 952-237-5526**

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

## 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	\$ 152,316.00	1		
2 Payment	10/1/2017	\$ 52,274.96	3	Annual	10/1/2019

### AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 10/1/2016				\$152,316.00
1 10/1/2017	\$ 52,274.96	\$ -	\$ 52,274.96	\$100,041.04
2 10/1/2018	\$ 52,274.96	\$ 2,991.23	\$ 49,283.73	\$ 50,757.31
3 10/1/2019	\$ 52,274.96	\$ 1,517.65	\$ 50,757.31	\$ -
Grand Totals	\$156,824.88	\$ 4,508.88	\$152,316.00	

**Expiration Date: October 2, 2019**

INITIAL INSURANCE REQUIREMENT: \$152,316.00

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 **23998** to that Equipment Lease Purchase Agreement number **23998** 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 **23998** , 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 23998 to that Equipment Lease Purchase Agreement number 23998. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 23998 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?



## **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.

**Information Return for Tax-Exempt Governmental Obligations**

▶ Under Internal Revenue Code section 149(e)  
 ▶ See separate instructions.  
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>Woodbury County</b>		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
<b>620 Douglas Street</b>		3	
6 City, town, or post office, state, and ZIP code <b>Sioux City IA 51101</b>		7 Date of issue <b>10/1/2016</b>	
8 Name of issue <b>Equipment Lease-Purchase Agreement 23998</b>		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

<b>Part II Type of Issue (enter the issue price).</b> See the instructions and attach schedule.		11	
11 Education . . . . .		12	
12 Health and hospital . . . . .		13	
13 Transportation . . . . .		14	147,893.90
14 Public safety . . . . .		15	
15 Environment (including sewage bonds) . . . . .		16	
16 Housing . . . . .		17	
17 Utilities . . . . .		18	
18 Other. Describe ▶			
19 If obligations are TANs or RANs, check only box 19a . . . . . ▶ <input type="checkbox"/>			
If obligations are BANs, check only box 19b . . . . . ▶ <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box . . . . . ▶ <input type="checkbox"/>			

<b>Part III Description of Obligations.</b> Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/1/2019	\$ 147,893.90	\$ 147,893.90	3 years	2.99 %

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>		22	
22	Proceeds used for accrued interest . . . . .	23	147,893.90
23	Issue price of entire issue (enter amount from line 21, column (b)) . . . . .		
24	Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24	
25	Proceeds used for credit enhancement . . . . .	25	
26	Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26	
27	Proceeds used to currently refund prior issues . . . . .	27	
28	Proceeds used to advance refund prior issues . . . . .	28	
29	Total (add lines 24 through 28) . . . . .	29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30	

<b>Part V Description of Refunded Bonds.</b> Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded . . . . . ▶ _____ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded . . . . . ▶ _____ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . . . ▶ _____
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the GIC ▶ _____		
<b>c</b>	Enter the name of the GIC provider ▶ _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool obligation ▶ _____		
<b>c</b>	Enter the EIN of the issuer of the master pool obligation ▶ _____		
<b>d</b>	Enter the name of the issuer of the master pool obligation ▶ _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .		<input type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ _____		
<b>c</b>	Type of hedge ▶ _____		
<b>d</b>	Term of hedge ▶ _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____		
<b>b</b>	Enter the date the official intent was adopted ▶ _____		

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative	Date	▶ _____ Type or print name and title	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

## 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.: 23998

Lease Schedule A No. : 23998

### EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23998. See Schedule A for a detailed Equipment List.

LESSEE:

Woodbury County

By: \_\_\_\_\_

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

9/22/2016

**Woodbury County, IA Mobiles**  
**Prepared for: Emergency Services**  
**Prepared By: Shari Schmitz 952-237-5526**

Description	Model	Qty	Contract Price	Extended Price
APX7500 DUAL BAND MID POWER	M30TSS9PW1 N	6	\$ 4,620.00	\$ 27,720.00
ADD: VHF MP PRIMARY BAND	GA00306	6	Included	
ADD: 7/800MHZ SECONDARY BAND	GA00225	6	Included	
ADD: ENABLE DUAL BAND OPERATION	GA00579	6	Included	
ADD: ASTRO. DIGITAL CAI OPERATION	G806	6	Included	
ENH: SMARTZONE OPERATION APX	G51	6	Included	
ADD: P25 TRUNKING SOFTWARE	G361	6	Included	
ADD: TDMA OPERATION	GA00580	6	Included	
ADD: DVRS MSU ACTIVATION	GA00631	6	Included	
ADD: DVRS PSU ACTIVATION	G442	6	Included	
ADD: O5 CONTROL HEAD	G444	6	Included	
ADD: APX CONTROL HEAD SOFTWARE	G67	6	Included	
ADD: REMOTE MOUNT MID POWER	G335	6	Included	
ADD: ANT 1/4 WAVE 762-870 MHZ	G300	6	Included	
ADD: PALM MICROPHONE	W22	6	Included	
ADD: AUXILARY SPKR 7.5 WATT	B18	6	Included	
ADD: 3 YRS SERVICE FROM THE START	G78	6	Included	
ENH: OVER THE AIR PROVISIONING	G996	6	Included	
ENH: APX GPS ACTIVATION	GA00229	6	Included	
ADD: GPS ANTENNA	GA00226	6	Included	
ENH: ASTRO 25 OTAR W/ MULTIKEY	G298	6	Included	
ADD: AES/DES-XL/DES-OFB ENCRYPTION	G851	6	Included	
	UNIT TOTAL:	6	\$ 4,620.00	\$ 27,720.00

9/22/2016

**Woodbury County, IA Portables**  
**Prepared for: Emergency Services**  
**Prepared By: Shari Schmitz 952-237-5526**

Description	Model	Quantity	Contract Price	Extended Price
APX7000 DIGITAL PORTABLE RADIO	H97TGD9PW1 N	8	\$ 4,511.00	\$ 36,088.00
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	8	\$100	\$ 800.00
	<b>TOTAL:</b>	8	<b>\$ 4,611.00</b>	<b>\$ 36,888.00</b>

9/22/2016

**Woodbury County, IA Mobiles**

**Prepared for: Conservation**

**Prepared By: Shari Schmitz 952-237-5526**

Description	Model	Qty	Contract Price	Extended Price
APX7500 DUAL BAND MID POWER	M30TSS9PW1 N	11	\$ 4,620.00	\$ 50,820.00
ADD: VHF MP PRIMARY BAND	GA00306	11	Included	
ADD: 7/800MHZ SECONDARY BAND	GA00225	11	Included	
ADD: ENABLE DUAL BAND OPERATION	GA00579	11	Included	
ADD: ASTRO. DIGITAL CAI OPERATION	G806	11	Included	
ENH: SMARTZONE OPERATION APX	G51	11	Included	
ADD: P25 TRUNKING SOFTWARE	G361	11	Included	
ADD: TDMA OPERATION	GA00580	11	Included	
ADD: DVRS MSU ACTIVATION	GA00631	11	Included	
ADD: DVRS PSU ACTIVATION	G442	11	Included	
ADD: O5 CONTROL HEAD	G444	11	Included	
ADD: APX CONTROL HEAD SOFTWARE	G67	11	Included	
ADD: REMOTE MOUNT MID POWER	G335	11	Included	
ADD: ANT 1/4 WAVE 762-870 MHZ	G300	11	Included	
ADD: PALM MICROPHONE	W22	11	Included	
ADD: AUXILARY SPKR 7.5 WATT	B18	11	Included	
ADD: 3 YRS SERVICE FROM THE START	G78	11	Included	
ENH: OVER THE AIR PROVISIONING	G996	11	Included	
ENH: APX GPS ACTIVATION	GA00229	11	Included	
ADD: GPS ANTENNA	GA00226	11	Included	
ENH: ASTRO 25 OTAR W/ MULTIKEY	G298	11	Included	
ADD: AES/DES-XL/DES-OFB ENCRYPTION	G851	11	Included	
	<b>UNIT TOTAL:</b>	11	<b>\$ 4,620.00</b>	<b>\$ 50,820.00</b>

9/22/2016

**Woodbury County, IA Portables**  
**Prepared for: Conservation**  
**Prepared By: Shari Schmitz 952-237-5526**

Description	Model	Quantity	Contract Price	Extended Price
APX7000 DIGITAL PORTABLE RADIO	H97TGD9PW1 N	8	\$ 4,511.00	\$ 36,088.00
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	8	\$100	\$ 800.00
	<b>TOTAL:</b>	8	<b>\$ 4,611.00</b>	<b>\$ 36,888.00</b>

TOTAL FOR ALL CONSERVATION & EMERGENCY SERVICES RADIOS

**\$152,316.00**



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

WHEREAS, the Emergency Services and Conservation Departments propose 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 \$156,824.88, 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 Emergency Services and Conservation Departments shall be held at 4:40 p.m. on Tuesday, October 4, 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 27<sup>th</sup> 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 27<sup>th</sup> day of September, 2016.

---

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

## NOTICE OF PUBLIC HEARING

Governmental Body: The Board of Supervisors of Woodbury County, Iowa  
Date of Meeting: October 4, 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 Emergency Services and Conservation Departments. The total costs of the proposed Lease-Purchase Agreement are in the amount not to exceed \$156,824.88 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 \$152,316.00. 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

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

#9

Date: 9/23/16 Weekly Agenda Date: 9/27/16

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Sheriff Dave Drew

**WORDING FOR AGENDA ITEM:**

Intention to change medical service provider in jail and request further information with submitted proposals

**ACTION REQUIRED:**

- |  |  |   |
|--|--|---|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/>              | Approve Motion <input type="checkbox"/> |
| Give Direction <input type="checkbox"/>    | Other: Informational <input checked="" type="checkbox"/> | Attachments <input type="checkbox"/>    |

**EXECUTIVE SUMMARY:**

**BACKGROUND:**

Mercy Medical is requesting to no longer serve the jail with nursing staff. Recently the Board of Supervisors has reviewed medical services with expertise in correctional facility. Sheriff Drew and a representative will present information and come back with a recommendation for the next steps forward.

**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: 9/21/16

Weekly Agenda Date: 9/27/16

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** RED Dir., Judy Thompson (BCU)

**WORDING FOR AGENDA ITEM:**

Consideration of Financial Support for Regional Entrepreneur Grant Competition "Swimming with the Sharks" at Briar Cliff University

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The Briar Cliff University Business Dept. and it's Enactus (Entrepreneurial Action in Us) student organization, requests Woodbury County to consider providing a \$1,000 contribution to support the regional entrepreneur grant competition "Swimming with the Sharks" at Briar Cliff University. This event is one of many held during "Entrepalooza" which is a 2-week long series of events within the Siouxland region devoted to providing students (Elementary through College), small business owners and the general public with resources and technical assistance related to entrepreneurship and small business development.

**BACKGROUND:**

The Rural Economic Development department has contributed \$1,000 to this annual event for the past 4 years with the RED Director serving as one of the judges for the competition. The City of Sioux City, The Siouxland Initiative, Siouxland Economic Development Corporation, and the City of South Sioux City are also financial supporters of this annual grant competition.

**FINANCIAL IMPACT:**

\$1,000 from the Rural Economic Development Dept. budget.

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

Yes  No

**RECOMMENDATION:**

Approve request of \$1,000 from the Rural Economic Development department budget to support the regional entrepreneur grant competition, "Swimming with the Sharks".

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve request of \$1,000 from the Rural Economic Development department budget to support the regional entrepreneur grant competition, "Swimming with the Sharks".



MONDAY, FEB. 15

### The Journey to Your Vision

8:30 am - 1:00 pm • ISU Design West  
1014 1/2 4th Street • Sioux City

"The Journey To Your Vision" is uniquely designed to help Iowa entrepreneurs uncover opportunities for improving their business by understanding the stages of business growth, their unique challenges, and methods to overcome them. Sponsored by Iowa's West Coast Initiative, Iowa Farm Bureau and CIRAS.

CONTACT: (800) 254-9670 with questions or to register for the event

### A Conversation with Ted Waitt

6:30 pm • Briar Cliff University  
St. Francis Center, Stark Student Center

Hear Ted talk about his path to entrepreneurship and the history of Gateway Computers and the audience will have the opportunity to ask questions at the end. Sponsored by the Siouxland Economic Development Corporation. Free and open to the public.

CONTACT: Judy Thompson, BCU  
(712) 279-5549 or judy.thompson@briarcliff.edu

TUESDAY, FEB. 16

### Consulting Fair

6:30 pm • Western Iowa Tech Community College  
Advanced Sciences Building L416-417 • Sioux City

Get free business consulting from area experts to help start or grow your business. Get plugged into the Siouxland entrepreneurship community.

CONTACT: Todd Rausch, SBDC Regional Director  
(712) 274-6564 or todd.rausch@witcc.edu

CONTACT: Tom Eakin, SCORE  
(712) 277-2324

WEDNESDAY, FEB. 17

### Speed Networking

5:30 pm • Springboard Coworking  
700 4th Street #210 • Sioux City

Speed dating isn't just for relationships... it's for networking! Maximize your opportunity to meet business leaders and students in the Siouxland area at our Speed Networking event. Hosted by Morningside College's Entrepreneurship Group.

CONTACT: Paige McKern, President of  
Entrepreneurship Group at Morningside College  
pem003@morningside.com

THURSDAY, FEB. 18

### Ice Cream Cocktails & Biz Tales

6:00-8:00 pm • P's Pizza House  
630 8th Ave SW • Le Mars, IA

A chance to network and brain-pick fellow entrepreneurs from Siouxland while treating yourself to ice cream cocktails in the Ice Cream Capital of the World®.

CONTACT: Neal Adler,  
Executive Director LACC  
(712) 546-8821 or  
neal@lemarschamber.org

FRIDAY, FEB. 19

### 5th Grade Jump Start Market

9:30 - 10:30 am • College Center, Room 126  
South Sioux City

The public can buy food products created by fifth graders from Cardinal School during South Sioux City Chamber of Commerce's Coffee Hour. Sponsored by Northeast Community College Enactus Team

CONTACT: Pam Miller, College Dean,  
Enactus Advisor  
(402) 241-6400 or pmiller@collegecenter.org

# ENTREPALOOZA

CELEBRATING  
ENTREPRENEURIAL  
SPIRIT IN SIOUXLAND

MONDAY, FEB. 22

### The Recipe for a Small Business Community

Steve Records, VP of Field Operations, SCORE

6:30 pm • College Center, Room 126  
South Sioux City

Find out what it takes for Siouxland to support its small businesses from an expert from the national SCORE organization. SCORE provides free services to entrepreneurs and small businesses.

CONTACT: Tom Eakin, SCORE  
(712) 277-2324

TUESDAY, FEB. 23

### Innovation Grow

3:30 pm • Ho-Chunk Centre

Students from the three Sioux City Community schools taking an Entrepreneurship class will pitch the business ideas to Sioux City GO judges. The judges will make a decision and the winning business receives \$200 from Briar Cliff's Enactus team.

CONTACT: Judy Thompson  
(712) 279-5549 or judy.thompson@briarcliff.edu

### Sioux City Growth Organization's Innovation Market

5:00-8:30 pm • Ho-Chunk Centre

Browse and vote on business ideas and have an opportunity to network. Hear local and national entrepreneurs share their experiences. Competition finalists will be announced that night at 8:00 pm. Interested in getting a \$5,000 grant for your business? Entrepreneurs between the ages of 18 and 40 can submit their ideas until February 21. Go to [www.siouxcitygo.com/innovatesc](http://www.siouxcitygo.com/innovatesc)

CONTACT: Jennifer Bower  
jen\_bower03@yahoo.com

WEDNESDAY, FEB. 24

### Education Summit

Creating Young Entrepreneurs and Innovators

4:30-5:30 pm • Iowa State Design West Center  
1014 1/2 Design Place • Sioux City

In order to encourage entrepreneurship education in the area school systems, an Education Summit: Creating Young Entrepreneurs and Innovators event will be held on Wednesday, February 24 from 4:30 to 5:30 pm at the Iowa State Design West Center in downtown Sioux City. A panel of educators will discuss their experiences with implementing entrepreneurship curriculum into their schools. A question and answer session will follow the panel discussion.

CONTACT: Judy Thompson  
(712) 279-5549 or judy.thompson@briarcliff.edu

THURSDAY, FEB. 25

### Swimming with the Sharks

6:30 pm • Briar Cliff  
University, St. Francis Center,  
Stark Student Center

Seven Finalists pitch their ideas for starting or growing a business in Siouxland.

CONTACT: Judy Thompson  
(712) 279-5549 or judy.thompson@briarcliff.edu

FOR MORE INFORMATION ABOUT ENTREPALOOZA:  
Contact Judy Thompson at [judy.thompson@briarcliff.edu](mailto:judy.thompson@briarcliff.edu) or (712) 279-5549.



To the Woodbury County Board of Supervisors and Woodbury County Economic Development Director:

Jeremy Taylor  
Matthew Ung  
Larry Clausen  
Mark Monson  
Jaclyn Smith  
David Gleiser

Request for Economic Development funding from Woodbury County Economic Development for the 2017 Swimming with the Sharks competition.

On behalf of the Briar Cliff University business department and its Enactus organization, I am requesting a \$1,000 economic development grant for the February 23, 2017 Swimming with the Sharks program. Swimming with the Sharks is a competition where Siouxland entrepreneurs can pitch their businesses to a panel of judges for possible grant funding. Most of the judges come from the Economic Development entities that provide the grant money. David Gleiser has served as a judge in the past few years.

The objectives of the competition are to:

- Promote economic development in Siouxland
- Encourage young people to stay in Siouxland
- Encourage Siouxland entrepreneurs to grow in Siouxland

Woodbury County has supported this program in the past with a funding of \$1,000. Below are the 2016 winners.

1st place Geoff Arnold and Luis Trejo Lienwaivers.io \$2,500.

2nd place Jim Braunschweig Flickboards \$1,500.

3rd place Adam Gonshorowski Kesshi Studios \$500.

3rd place Lloyd Lee and Travis Hemmingson Qneo \$500

Last February, approximately 150 watched the pitches and the competition garnered publicity from both traditional media and websites.

Please let me know if you have questions. I may be reached at 712 279-5549 or [judy.thompson@briarcliff.edu](mailto:judy.thompson@briarcliff.edu).

Judy Thompson  
Professor of Business Administration  
Briar Cliff University

# State board awards funds to 2 Northwest Iowa industries, 1 startup

lienwaivers.io

2016 Winner

IAN RICHARDSON [irichardson@siouxcityjournal.com](mailto:irichardson@siouxcityjournal.com) Jun 17, 2016

DES MOINES | The Iowa Economic Development Authority Board on Friday awarded financial aid packages to two Northwest Iowa manufacturers and one Sioux City startup planning to expand and add or retain jobs.

Kooima Company, a laser-based fabrication job shop based in Rock Valley, was awarded \$121,000 in tax credits for a proposed \$12.1 million modernization project that will include the acquisition of fiber lasers, automated storage and retrieval equipment, press brakes and robotic welding systems over the next three years. The company currently employs 151 workers.

The state board also awarded the Sanborn-based Associated Milk Producers Inc., a dairy marketing cooperative owned by 2,200 Midwest dairy farm families, a \$37,500 forgivable loan and tax benefits via the High Quality Jobs Program. The funds will aid in expansion of its cheese plant and purchase of cheese-making equipment and whey processing equipment to increase capacity and efficiency of its facility.

The project is expected to result in a capital investment of \$16 million, and the funding will help the company retain nine jobs at a qualifying wage of \$19.44 per hour. The company currently has 92 full-time employees.

Sioux City startup lienwaivers.io, a software service that simplifies the lien waiver exchange process for builders, received \$25,000 from the Proof of Commercial Relevance program to build out and validate its platform.

The team is adding budgeting, invoicing, approval and payment functions to their lien waver exchange with the goal of creating an automated, cloud-based disbursement platform, according to the IEDA.

In total, the IEDA board awarded direct financial assistance and tax benefits to four companies for job creation and expansion projects on Friday.

The awards will help create 39 jobs, retain nine jobs and result in nearly \$44 million in new capital investment for the state.

The board also approved innovation funding for a total of four startups.

---

# Siouxlander takes dive into local entrepreneur scene

Qneo

2016

Winner

ALLY KARSYN [akarsyn@siouxcityjournal.com](mailto:akarsyn@siouxcityjournal.com) Jun 27, 2016

SIoux CITY | In nearly 30 years, a Sioux City native never sunk his teeth into one of the old-fashioned franks from George's Hot Dog Shop. Some locals might call it blasphemous. Or just plain unbelievable.

Lloyd Lee couldn't believe it himself. He had traveled the world eating pad Thai in Thailand, pig rectum and octopus in Korea and Nasi Goreng in Indonesia, following native customs by using his hands to scoop up the spiced fried rice and shredded meat.



He went to open air markets where fish flopped around on the table until their heads were chopped off and, against better judgment, he bit into a durian, a spiky foul-smelling fruit found all over southeast Asia.

Yet somehow, he spent part of his childhood living on Sioux City's west side without stepping into the locally-famed hot dog shop.

Not too long ago, he finally went in to tell the owners about Qneo, a mobile app he developed with business partner Travis Hemmingson. It's like a hyper-local version of Groupon, which offers a limited number of discount deals in Sioux City.

Pursuing this entrepreneurial endeavor, the budget backpacker has wandered far off the path he thought he was supposed to follow.

At one time, Lee had dreams of getting a big, flashy job in corporate finance that would take him overseas. After spending a semester in Italy and afterwards backpacking through Europe, he fell head over heels in love with travel, especially meeting new people and hearing their stories, which he gets to do now when he meets with small business owners to tell them about his coupon app.

"I knew I didn't want to go into finance," he said. "I just kind of made it through because I thought that I had to get my degree, get a job, work, then retire and die. I thought that was how life went."

Instead of taking a traditional trajectory, hurtling toward death, he found a way to get paid to live abroad and went to teach English to elementary school kids in Korea.

Upon his arrival in Tongyeong, Lee thought he knew how to travel since he'd been all over Europe, but his survival skills put to the test as he stepped out onto the streets lined with signs and lettering in indecipherable symbols. He had no phone, no directions back to his apartment written down and no grasp of the Korean language.

Eventually, he found his way around. During down time, he taught himself how to use Photoshop and Illustrator by watching YouTube videos. That led to learning coding and web development.

After three years in Korea, his whims took him deep sea diving around the Philippines, Thailand, China, Laos, Vietnam and Malaysia. He couchsurfed for about six months. Not knowing what he was going to eat or where he was going to sleep was thrilling.

He settled in East Timor, one of the youngest countries in the world, north of Australia, ringed by coral reefs. He worked at a scuba shop and went diving in the pristine waters three times a day.

Eventually, reality sunk in. He had student loans to pay. He made enough money to buy a ticket back to the United States by way of England, where he went to visit his British girlfriend one more time.

Lee returned to Sioux City in November 2014, entering a new kind of unknown. Unemployment.

He ended up in the marketing department of a tech company. That didn't last long. The structured corporate setting didn't agree with his freewheeling nature. So, when he was laid off two months ago, he didn't seek another 9-5. Instead, he's fully committed to Qneo, a side project he started last year.

Travel prepared him to take the leap. For Lee, being an entrepreneur is just as unpredictably exciting as gallivanting across the globe.

He pinched every penny to be able to buy plane tickets, prioritizing experiences over material possessions. Now, running a cash-strapped startup, his go-to outfit is a Qneo T-shirt; he's 30 and lives with roommates and never goes out to eat.

"It's hard work for no pay," he said. "It's a gamble. It's a risk. But I've always taken gambles and risks, calculated, I think, but maybe it's a little bit crazy."

After spending several years chasing the highs of new experiences abroad, by maintaining a traveler's mindset, he's discovered a different side of his hometown that he never knew.

# SCORE!

Flickboards  
2016 Winner

## Sioux City dad designs board game for his soccer-loving son

ALLY KARSYN akarsyn@siouxcityjournal.com Jun 21, 2016

SIOUX CITY | When a father couldn't find the perfect gift for his soccer-loving son, he made one, using gutter guard and golf tees pegged into a painted piece of wood.

The rough-hewn board game scored big points with 4-year-old Brady, and the adults played it as much as the kids over the holidays. Someone asked Jim Braunschweig if he'd make and sell more. He doubted it.

That was the beginning of Flickboards, a patent-pending product inspired by his son and handcrafted by his father.

Almost a year after giving his son the game, Braunschweig participated in the first-ever University of Iowa Venture School program presented in Sioux City in partnership with Western Iowa Tech Community College.

Through the intensive six-week program, he conducted over 60 customer discovery interviews and used the feedback to fine-tune the product and its marketing strategy.

"We wouldn't be where we are right now without doing that," he said. "I had completely different ideas about how I would sell or market Flickboards.

"Even the shape of the board and the overall product and how it's made was influenced by what I learned in Venture School. I wouldn't have taken the steps to do it on my own. You need that encouragement. You need a coach or a mentor or somebody to really push you and guide you."

Established in 2013, the Venture School program is built from a streamlined curriculum developed by the National Science Foundation at Stanford University and the University of California, Berkeley. It has helped guide over 170 entrepreneur teams and awarded over \$120,000 in cash prizes.

Six award-winning teams in Sioux City received \$500-\$1,000 following a pitch competition.

Braunschweig, who works full-time at J.D. Gordon Creative Labs, used his \$500 award to obtain a license to use the Iowa Hawkeyes logo on the board game. He also made a pitch for Flickboards at Swimming with the Sharks, a grant competition at Briar Cliff University, and put the second place prize of \$1,500 toward the rights to use logos from Iowa State University, the University of Northern Iowa and North Dakota State University.

Flickboards can be customized for football or soccer and hung on the wall when not in use. Prices range from \$85-\$135, depending on the team, photos or graphics selected.

Since the game was made for a preschooler, it has a simple concept.

Two players take turns flicking a wooden checker across the board until one scores. Like soccer or football, the chip returns to center field after a goal. The non-scoring player gets to "kick off." The first to five, wins.

Braunschweig's son, who just graduated from kindergarten and still loves soccer, helped him come up with the rules of the game. For example, players can't score off the initial flick, and if the chip goes out of bounds, the other player receives two shots in a row.

While Braunschweig handles all of the marketing and design aspects of Flickboards, his dad, an art teacher, does the finishing work on each board, adding the trim and pegs.

Three generations of Braunschweig boys, working on Flickboards, that's a winning combination.

---

## Seasonal suds: Winslow pushes envelope with revolving menu of beers

EARL HORLYK ehorlyk@siouxcityjournal.com Sep 21, 2016

SIOUX CITY | A former middle school science teacher, Jackson Street Brewing Co.'s Dave Winslow considers himself a student when it comes to beer.

"You'll never know everything there is to know about beer," he said inside his 607 Fifth St. tasting room. "That's what makes experimenting and pushing the envelope so much fun."

Winslow has been busily brewing brand new beers bearing provocative names like Rod the Well Man IPA, Little Wood Stout, Matt's Fat Baby Irish Red and a Woodbury Merlot Infusion, which boasts an alcohol-by-volume rating of more than 11 percent.

"(The Merlot-infused beer) is surprisingly smooth and very tasty," he said, pouring the deep-violet, barrel-aged beer into a snifter. "People seem to like it a lot."

Another fan favorite has been Jackson Street Brewing's Oktoberfest beer.

"Who wouldn't enjoy a malty, full-bodied, German style of lager?" Winslow asked. "This will be perfect for fall."

A home winemaker before he turned to beer, Winslow opened his downtown tap room more than a year ago.

"Personally, I like a variety of beer and I love exploring the flavor of something you make yourself," he said. "While beer-making is a creative process, there's still a lot of grunt work involved."

And until recently, this "grunt work" required Winslow to be on site all the time. This became a hardship since he and his wife Tia have a 19-month-old son, Jackson, and a 2-week-old son, Pierce, at home.

"I just came to the realization that I needed to be home with my family," he said. "I've have some great knowledgeable employees and that means I can get the occasional day off."

Which isn't to say that Winslow is resting on his laurels. He's already conjuring up ideas for new brews.

"I enjoy having a beer selection that's constantly changing," he said. "I don't like drinking the same beer over and over again, and neither do my customers."

Ordinarily a fan of a hoppy India Pale ale (IPA) and a nice dark stout, Winslow is acquiring a taste for sour beers.

"We had a raspberry sour that was pretty popular," he said. "We're considering a cranberry sour but may end up pairing it with a sweeter fruit. You may think you like sour beers but some fruits may be just too sour."

This may be where Winslow's background in science comes into play.

"There are certain classic styles of beers," he said. "What we're just trying to bring is a new perspective to many of those classic styles."

Jackson Street  
Brewing Co.  
2015  
Winner

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: September 27, 2016

- \* PERSONNEL ACTION CODE:  
A- Appointment                    R-Reclassification  
T - Transfer                        E- End of Probation  
P - Promotion                      S - Separation  
D - Demotion                        O - Other

TO: **WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Pettigrew, Georgeann	Building Services	10-09-16	Clerk II	\$17.18/hour	5%=\$.82/hr	R	Per AFSCME Courthouse Contract agreement, from Grade 3/Step 2 to Grade 3/Step 3.

APPROVED BY BOARD DATE:

ED GILLILAND, HR DIRECTOR:



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

**TO:** Board of Supervisors and the Taxpayers of Woodbury County

**FROM:** Ed Gilliland, Human Resources Director

**SUBJECT:** Memorandum of Personnel Transactions

**DATE:** September 27, 2016

For the September 27, 2016 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) Building Services Clerk II, from Grade 3/Step 2 to Grade 3/Step 3.



Thank you

HUMAN RESOURCES DEPARTMENT  
WOODBURY COUNTY, IOWA

DATE: September 27, 2016

**AUTHORIZATION TO INITIATE HIRING PROCESS**

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Attorney	Secretary III	AFSCME Courthouse: \$18.94/hour		
	*Please see attached memo.			

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

# MEMORANDUM

Date: September 15, 2016  
To: Board of Supervisors  
From: PJ Jennings  
RE: Request for New Hire

Supervisors:

During the supervisor meeting on September 13, 2016 the board approved the motion to hire one support staff position for the fine collection division within my department. I would like to have the hiring process for that position begin as soon as possible.

Thank you

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

Date: 2016-09-21

Weekly Agenda Date: 2016-09-27

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Ed Gilliland

**WORDING FOR AGENDA ITEM:**

Approval of new Woodbury County Employee Handbook, Discussion and Action.

**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. The document was presented last week for review, we are asking for approval this week.

**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. Approve the handbook for use by the County.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to accept the new handbook as it is knowing that we may amend it at any time.

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

**#12a**

Date: 9/22/16 Weekly Agenda Date: 9/27/16

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Karen James, Administrative Coordinator

**WORDING FOR AGENDA ITEM:**

Approval of lifting tax suspension for M. C.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

On September 19, 2016, I talked with M. C. and he no longer wants his taxes suspended.

**BACKGROUND:**

**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:**

Motion to approve lifting tax suspension for M.C.

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

#12b

Date: 9/22/16 Weekly Agenda Date: 9/27/16

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Karen James, Administrative Coordinator

**WORDING FOR AGENDA ITEM:**

Approval of resolution for a tax suspension for R. M.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Please consider this request for a tax suspension for R. M. If the Board approves this request, the suspension resolution requires the chairman's signature.

**BACKGROUND:**

**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:**

Motion to approve resolution for a tax suspension for R. M.

WOODBURY COUNTY, IOWA

RESOLUTION # \_\_\_\_\_

#12c

RESOLUTION APPROVING ABATEMENT OF TAXES

**WHEREAS**, the Woodbury County, Iowa are the titleholders of real estate Parcels #884714300001, #884723100001, #884723100002 and #884723100004 located in Woodbury County, Iowa and legally described as follows:

Parcel #884714300001

Woodbury Township NW SW & SW SW 14-88-47

Parcel #884723100001

Woodbury Township NW NW 23-88-47

Parcel #884723100002

Woodbury Township SW NW 23-88-47

Parcel #884723100004

Woodbury Township SW of RD E ½ NW 23-88-47

**WHEREAS**, the above-stated property has an unpaid balance of taxes owing, and the parcel is owned by a political subdivision of the state; and

**WHEREAS**, the political subdivision, namely the Woodbury County, Iowa, is failing to immediately pay the taxes due; and

**WHEREAS**, the Board of Supervisors sees that good cause exists for the abatement of these taxes and any future taxes that may be levied against this parcel; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcels according to Code of Iowa, 445.63, and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 27th day of September, 2016.

ATTEST:

WOODBURYCOUNTYBOARD OF SUPERVISORS

\_\_\_\_\_  
Patrick F. Gill  
Woodbury County Auditor  
And Recorder

\_\_\_\_\_  
Jeremy Taylor, Chairman

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST - ROOM 102  
SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-14-300-001  
taxdept@woodburycountyiowa.gov

Receipt#  
**11106**

**TOTAL TAX DUE:** or **SEPT 1, 2016**

**\$2,604.00**

**\$1,302.00**

DED 002784116

Delinquent OCT 1, 2016

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST - ROOM 102  
SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-14-300-001  
taxdept@woodburycountyiowa.gov

Receipt#  
**11106**

**TAX DUE:** **MARCH 1, 2017**

**\$1,302.00**

DED 002784116

Delinquent APRIL 1, 2017

WOODBURY COUNTY  
620 DOUGLAS ST  
SIOUX CITY IA 51101-0000

WOODBURY COUNTY  
620 DOUGLAS ST  
SIOUX CITY IA 51101-0000

**PAY YOUR TAXES ONLINE AND CHECK YOUR TAX INFORMATION AT [www.woodburycountyiowa.gov](http://www.woodburycountyiowa.gov)**

039 00 039 WOODBURY SGT BLUFF LUTON COMM

039 00 039 WOODBURY SGT BLUFF LUTON COMM

**WOODBURY COUNTY REAL ESTATE TAXES. SEND THE CORRECT STUBS WITH YOUR CHECK FOR PAYMENT.**  
SEE REVERSE SIDE FOR MORE INFORMATION.

**Based on JANUARY 1, 2015 Valuations. Taxes FOR JULY 1, 2015 - JUNE 30, 2016, payable SEPTEMBER 2016 and MARCH 2017**

Parcel 8847-14-300-001 Location: WOODBURY

039 00 039 WOODBURY SGT BLUFF LUTON COMM

Sect 014 Twn 088 Rng 047 Exempt Acres .00  
Gross Acres 74.50  
Net Acres 74.50

Legal Description WOODBURY TOWNSHIP NW SW & SW SW 14-88-47

**VALUATIONS AND TAXES THIS YEAR LAST YEAR TAXES DUE Delinquent Tax, Specials, Drainage, Tax Sale**

	Assessed	Taxable	Assessed	Taxable
Agr				
Land:	226,790	104,566	226,790	101,380
Buildings:				
Dwelling:				
<b>TOTAL VALUE:</b>	<b>226,790</b>	<b>104,566</b>	<b>226,790</b>	<b>101,380</b>
Less Military Exemption:				

**NET TAXABLE VALUE:** \$104,566 \$101,380

Value Times Levy per 1000 of: 26.1055500 26.9574400 002784116 00000000 00000000

**EQUALS GROSS TAX OF:** 2,729.75 2,732.95 WOODBURY COUNTY

Less Credits of:

Homestead Credit

Ag Land Credit

Family Farm Credit

Business Prop Tax Credit Fund

Low Income/Elderly Credit

Prepaid Tax

125.97- 102.90-

620 DOUGLAS ST

SIOUX CITY IA 51101-0000

**NET ANNUAL TAXES: \$2,604.00 \$2,630.00**

House Tax: County EMA \$ 105,597.00

Taxing Authority:	%Total	Distribution of your current & prior year taxes		Total property taxes levied by taxing authority		
		Current	Prior	Current	Prior	Percent +/-
SGT BLUFF LUTON	51.939	1,352.51	1,382.75	6,321,804.00	5,195,028.00	21.689
COUNTY	40.206	1,046.97	1,037.96	29,229,268.00	27,280,551.00	7.143
WEST IA TECH	2.865	74.60	75.43	5,777,685.00	5,574,186.00	3.650
WOODBURY TWP	2.858	74.41	78.44	65,545.00	66,503.00	1.440-
CO ASSESSOR	1.612	41.98	41.93	502,574.00	483,332.00	3.981
CO EXTENSION	.507	13.20	13.17	471,524.00	442,611.00	6.532
STATE	.013	.33	.32	12,954.00	10,891.00	18.942

Online Payment Available at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

**TOTALS:** \$2,604.00 \$2,630.00

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST - ROOM 102  
SIOUX CITY IA 51101 PHONE (712) 279-6495  
taxdept@woodburycountyiowa.gov

Receipt#

**16/17 10-11106**

DUE SEPT 1, 2016

\$1,302.00

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

CHECK# \_\_\_\_\_

DUE MARCH 1, 2017

\$1,302.00

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

CHECK# \_\_\_\_\_

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST - ROOM 102  
SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-23-100-001  
taxdept@woodburycountyiowa.gov

Receipt#  
**11107**

Deed WOODBURY COUNTY COUNTY HOME

**TOTAL TAX DUE:** OR **SEPT 1, 2016**

**\$1,160.00**

**\$580.00**

DED 002784974

Delinquent OCT 1, 2016

WOODBURY COUNTY FARM  
620 DOUGLAS ST  
SIOUX CITY IA 51101-0000

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST - ROOM 102  
SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-23-100-001  
taxdept@woodburycountyiowa.gov

Receipt#  
**11107**

Deed WOODBURY COUNTY COUNTY HOME

**TAX DUE:** **MARCH 1, 2017**

**\$580.00**

DED 002784974

Delinquent APRIL 1, 2017

WOODBURY COUNTY FARM  
620 DOUGLAS ST  
SIOUX CITY IA 51101-0000

**PAY YOUR TAXES ONLINE AND CHECK YOUR TAX INFORMATION AT [www.woodburycountyiowa.gov](http://www.woodburycountyiowa.gov)**

039 00 039 WOODBURY SGT BLUFF LUTON COMM

039 00 039 WOODBURY SGT BLUFF LUTON COMM

**WOODBURY COUNTY REAL ESTATE TAXES. SEND THE CORRECT STUBS WITH YOUR CHECK FOR PAYMENT.**

SEE REVERSE SIDE FOR MORE INFORMATION.

**Based on JANUARY 1, 2015 Valuations. Taxes FOR JULY 1, 2015 - JUNE 30, 2016, payable SEPTEMBER 2016 and MARCH 2017**

Parcel 8847-23-100-001 Location: 1600 COUNTY HOME RD WOODBURY

039 00 039 WOODBURY SGT BLUFF LUTON COMM

Sect 023 Twn 088 Rng 047 Exempt Acres .00

Gross Acres 23.99  
Exempt Acres .00  
Net Acres 23.99

Legal Description WOODBURY TOWNSHIP NW NW 23-88-47

VALUATIONS AND TAXES THIS YEAR		LAST YEAR		TAXES DUE	Delinquent Tax, Specials, Drainage, Tax Sale
Agr	Assessed	Taxable	Assessed	Taxable	
Land:	101,070	46,600	101,070	45,180	
Buildings:					
Dwelling:					
<b>TOTAL VALUE:</b>	<b>101,070</b>	<b>46,600</b>	<b>101,070</b>	<b>45,180</b>	
Less Military Exemption:					
<b>NET TAXABLE VALUE:</b>		<b>\$46,600</b>		<b>\$45,180</b>	
Value Times Levy per 1000 of:	26.1055500		26.9574400		002784974 000000000 000000000
<b>EQUALS GROSS TAX OF:</b>		<b>1,216.52</b>		<b>1,217.94</b>	WOODBURY COUNTY COUNTY HOME
Less Credits of:					620 DOUGLAS ST
Homestead Credit					SIOUX CITY IA 51101-0000
Ag Land Credit		56.14-		25.18-	M WOODBURY COUNTY FARM
Family Farm Credit					a 620 DOUGLAS ST
Business Prop Tax Credit Fund					i SIOUX CITY IA 51101-0000
Low Income/Elderly Credit					l
Prepaid Tax					
<b>NET ANNUAL TAXES:</b>		<b>\$1,160.00</b>		<b>\$1,192.00</b>	

House Tax:				County EMA \$ 105,597.00		
Taxing Authority:	%Total	Distribution of your current & prior year taxes		Total property taxes levied by taxing authority		
		Current	Prior	Current	Prior	Percent +/-
SGT BLUFF LUTON	51.939	602.50	626.71	6,321,804.00	5,195,028.00	21.689
COUNTY	40.206	466.39	470.42	29,229,268.00	27,280,551.00	7.143
WEST IA TECH	2.865	33.23	34.19	5,777,685.00	5,574,186.00	3.650
WOODBURY TWP	2.858	33.15	35.55	65,545.00	66,503.00	1.440-
CO ASSESSOR	1.612	18.70	19.01	502,574.00	483,332.00	3.981
CO EXTENSION	.507	5.88	5.97	471,524.00	442,611.00	6.532
STATE	.013	.15	.15	12,954.00	10,891.00	18.942

Online Payment Available at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

TOTALS:	\$1,160.00	\$1,192.00	DUE SEPT 1, 2016	\$580.00	DUE MARCH 1, 2017	\$580.00
<b>WOODBURY COUNTY TREASURER</b>	Receipt#					
<b>MICHAEL R CLAYTON</b>	<b>16/17 10-11107</b>		Date Paid: _____		Date Paid: _____	
822 DOUGLAS ST - ROOM 102			CHECK# _____		CHECK# _____	
SIOUX CITY IA 51101 PHONE (712) 279-6495						
taxdept@woodburycountyiowa.gov						

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST - ROOM 102  
SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-23-100-002  
taxdept@woodburycountyia.gov

Receipt#  
**11108**

Deed WOODBURY COUNTY COUNTY HOME

**TOTAL TAX DUE:** OR **SEPT 1, 2016**

**\$886.00**

**\$443.00**

DED 002784974

Delinquent OCT 1, 2016

WOODBURY COUNTY FARM  
620 DOUGLAS ST  
SIOUX CITY IA 51101-0000

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST - ROOM 102  
SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-23-100-002  
taxdept@woodburycountyia.gov

Receipt#  
**11108**

Deed WOODBURY COUNTY COUNTY HOME

**TAX DUE:** **MARCH 1, 2017**

**\$443.00**

DED 002784974

Delinquent APRIL 1, 2017

WOODBURY COUNTY FARM  
620 DOUGLAS ST  
SIOUX CITY IA 51101-0000

**PAY YOUR TAXES ONLINE AND CHECK YOUR TAX INFORMATION AT [www.woodburycountyia.gov](http://www.woodburycountyia.gov)**

039 00 039 WOODBURY SGT BLUFF LUTON COMM

039 00 039 WOODBURY SGT BLUFF LUTON COMM

**WOODBURY COUNTY REAL ESTATE TAXES. SEND THE CORRECT STUBS WITH YOUR CHECK FOR PAYMENT.**

SEE REVERSE SIDE FOR MORE INFORMATION.

**Based on JANUARY 1, 2015 Valuations. Taxes FOR JULY 1, 2015 - JUNE 30, 2016, payable SEPTEMBER 2016 and MARCH 2017**

Parcel 8847-23-100-002 Location: WOODBURY

039 00 039 WOODBURY SGT BLUFF LUTON COMM

Sect 023 Twn 088 Rng 047 Exempt Acres .00

Gross Acres 39.49  
Exempt Acres .00  
Net Acres 39.49

Legal Description WOODBURY TOWNSHIP SW NW 23-88-47

VALUATIONS AND TAXES THIS YEAR		LAST YEAR		TAXES DUE	Delinquent Tax, Specials, Drainage, Tax Sale
Agr	Assessed	Taxable	Assessed	Taxable	
Land:	77,090	35,544	77,090	34,461	
Buildings:					
Dwelling:					
<b>TOTAL VALUE:</b>	<b>77,090</b>	<b>35,544</b>	<b>77,090</b>	<b>34,461</b>	
Less Military Exemption:					
<b>NET TAXABLE VALUE:</b>		<b>\$35,544</b>		<b>\$34,461</b>	
Value Times Levy per 1000 of:	26.1055500		26.9574400		002784974 000000000 00000000
<b>EQUALS GROSS TAX OF:</b>		<b>927.90</b>		<b>928.98</b>	WOODBURY COUNTY COUNTY HOME
Less Credits of:					
Homestead Credit					620 DOUGLAS ST
Ag Land Credit		42.82-		43.05-	SIOUX CITY IA 51101-0000
Family Farm Credit					M WOODBURY COUNTY FARM
Business Prop Tax Credit Fund					a 620 DOUGLAS ST
Low Income/Elderly Credit					i SIOUX CITY IA 51101-0000
Prepaid Tax					l
<b>NET ANNUAL TAXES:</b>		<b>\$886.00</b>		<b>\$886.00</b>	

House Tax:				County EMA \$ 105,597.00		
Taxing Authority:	%Total	Distribution of your current & prior year taxes		Total property taxes levied by taxing authority		
		Current	Prior	Current	Prior	Percent +/-
SGT BLUFF LUTON	51.938	460.18	465.82	6,321,804.00	5,195,028.00	21.689
COUNTY	40.208	356.24	349.66	29,229,268.00	27,280,551.00	7.143
WEST IA TECH	2.865	25.38	25.41	5,777,685.00	5,574,186.00	3.650
WOODBURY TWP	2.858	25.32	26.43	65,545.00	66,503.00	1.440-
CO ASSESSOR	1.612	14.28	14.13	502,574.00	483,332.00	3.981
CO EXTENSION	.507	4.49	4.44	471,524.00	442,611.00	6.532
STATE	.012	.11	.11	12,954.00	10,891.00	18.942

Online Payment Available at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

TOTALS:	\$886.00	\$886.00	DUE SEPT 1, 2016	\$443.00	DUE MARCH 1, 2017	\$443.00
<b>WOODBURY COUNTY TREASURER</b>	Receipt#					
<b>MICHAEL R CLAYTON</b>						
822 DOUGLAS ST - ROOM 102	<b>16/17 10-11108</b>		Date Paid: _____		Date Paid: _____	
SIOUX CITY IA 51101 PHONE (712) 279-6495			CHECK# _____		CHECK# _____	
taxdept@woodburycountyia.gov						

**WOODBURY COUNTY TREASURER  
MICHAEL R CLAYTON**

822 DOUGLAS ST - ROOM 102  
SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-23-100-004  
taxdept@woodburycountyiowa.gov

Receipt#  
**11109**

Deed WOODBURY COUNTY COUNTY HOME

**TOTAL TAX DUE:** or **SEPT 1, 2016**

**\$1,968.00**

**\$984.00**

DED 002784974

Delinquent OCT 1, 2016

WOODBURY COUNTY FARM  
620 DOUGLAS ST  
SIOUX CITY IA 51101-0000

**WOODBURY COUNTY TREASURER  
MICHAEL R CLAYTON**

822 DOUGLAS ST - ROOM 102  
SIOUX CITY IA 51101 PHONE (712) 279-6495 8847-23-100-004  
taxdept@woodburycountyiowa.gov

Receipt#  
**11109**

Deed WOODBURY COUNTY COUNTY HOME

**TAX DUE:** **MARCH 1, 2017**

**\$984.00**

DED 002784974

Delinquent APRIL 1, 2017

WOODBURY COUNTY FARM  
620 DOUGLAS ST  
SIOUX CITY IA 51101-0000

**PAY YOUR TAXES ONLINE AND CHECK YOUR TAX INFORMATION AT [www.woodburycountyiowa.gov](http://www.woodburycountyiowa.gov)**

039 00 039 WOODBURY SGT BLUFF LUTON COMM

039 00 039 WOODBURY SGT BLUFF LUTON COMM

**WOODBURY COUNTY REAL ESTATE TAXES. SEND THE CORRECT STUBS WITH YOUR CHECK FOR PAYMENT.**

SEE REVERSE SIDE FOR MORE INFORMATION.

**Based on JANUARY 1, 2015 Valuations. Taxes FOR JULY 1, 2015 - JUNE 30, 2016, payable SEPTEMBER 2016 and MARCH 2017**

Parcel 8847-23-100-004 Location: WOODBURY

039 00 039 WOODBURY SGT BLUFF LUTON COMM

Sect 023 Twn 088 Rng 047 Exempt Acres .00

Gross Acres 70.42

Net Acres 70.42

Legal Description WOODBURY TOWNSHIP SW OF RD E 1/2 NW 23 -88-47

**VALUATIONS AND TAXES THIS YEAR**

**LAST YEAR**

**TAXES DUE**

Delinquent Tax, Specials, Drainage, Tax Sale

	Assessed	Taxable	Assessed	Taxable
Agr Land:	171,460	79,055	171,460	76,646
Buildings:				
Dwelling:				
<b>TOTAL VALUE:</b>	<b>171,460</b>	<b>79,055</b>	<b>171,460</b>	<b>76,646</b>

Less Military Exemption:

**NET TAXABLE VALUE:**

\$79,055

\$76,646

Value Times Levy per 1000 of: 26.1055500

26.9574400

EQUALS GROSS TAX OF: 2,063.77

2,066.18

Less Credits of:

Homestead Credit

Ag Land Credit

Family Farm Credit

Business Prop Tax Credit Fund

Low Income/Elderly Credit

Prepaid Tax

95.24-

87.70-

**NET ANNUAL TAXES:**

**\$1,968.00**

**\$1,978.00**

002784974 000000000 00000000  
WOODBURY COUNTY COUNTY HOME

620 DOUGLAS ST

SIOUX CITY IA 51101-0000

M WOODBURY COUNTY FARM

i 620 DOUGLAS ST

l SIOUX CITY IA 51101-0000

House Tax:

County EMA \$ 105,597.00

Taxing Authority:	%Total	Distribution of your current & prior year taxes		Total property taxes levied by taxing authority		
		Current	Prior	Current	Prior	Percent +/-
SGT BLUFF LUTON	51.939	1,022.17	1,039.96	6,321,804.00	5,195,028.00	21.689
COUNTY	40.206	791.26	780.62	29,229,268.00	27,280,551.00	7.143
WEST IA TECH	2.865	56.38	56.73	5,777,685.00	5,574,186.00	3.650
WOODBURY TWP	2.858	56.24	59.00	65,545.00	66,503.00	1.440-
CO ASSESSOR	1.612	31.72	31.54	502,574.00	483,332.00	3.981
CO EXTENSION	.507	9.98	9.91	471,524.00	442,611.00	6.532
STATE	.013	.25	.24	12,954.00	10,891.00	18.942

Online Payment Available at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

**TOTALS:** \$1,968.00 \$1,978.00

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST - ROOM 102  
SIOUX CITY IA 51101 PHONE (712) 279-6495  
taxdept@woodburycountyiowa.gov

Receipt#

**16/17 10-11109**

DUE SEPT 1, 2016

\$984.00

DUE MARCH 1, 2017

\$984.00

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

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

CHECK# \_\_\_\_\_

CHECK# \_\_\_\_\_



WOODBURY COUNTY, IOWA

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

A RESOLUTION THANKING AND COMMENDING

*Gene Hacker*

FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, Gene Hacker has capably served Woodbury County as an employee of the Woodbury County Sheriff's Office for 17 years from January 29, 1999 to October 4, 2016; and

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

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

BE IT SO RESOLVED this 27th 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

September 14, 2016

TO: BOARD OF SUPERVISORS

FROM: MICHAEL R CLAYTON, WOODBURY COUNTY TREASURER

RE: TAX ABATEMENT PER SEC 445.16, BY RESOLUTION

Please abate the following building on leased land taxes. These taxes are uncollectable or impractical to pursue collection through personal judgment per sec 445.16 or should not have been assessed.

- 1) SIOUX CITY RIVERBOAT CORP INC , the boat was removed in November 2014 and should not be assessed for 2015.  
Parcel 8947 33 209 901  
Taxes for 2016-17 \$78,578.00
- 2) JAMES COON, building on leased land for mobile home that has been junked.  
Parcel 8644 31 100 901  
Taxes for 2016-2017 - \$54.00.







**WOODBURY COUNTY, IOWA**

**RESOLUTION #**

**RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Sioux City Riverboat Corp. Inc. is the titleholder of a building on leased land Parcel #894733209901 located in Woodbury County, Iowa and legally described as follows:

Parcel #894733209901

SIoux CITY EAST AUD 1943 PLAT PT GOV T LOTS 1-2 33-89-47

**WHEREAS**, the above-stated property has taxes payable Including special assessments and the parcel is owned by Sioux City Riverboat Corp. Inc.

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

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

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

**SO RESOLVED** this 27th day of September, 2016

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

---

Patrick F. Gill  
Woodbury County Auditor  
And Recorder

---

Jeremy Taylor, Chairman

**WOODBURY COUNTY, IOWA**

**RESOLUTION #**

**RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, James Coon is the titleholder of a building on leased land Parcel #864431100901 located in Woodbury County, Iowa and legally described as follows:

Parcel #864431100901

LITTLE SIOUX TOWNSHIP AN IRREG TCT BEING 1627.43 FT ON N X  
1409.8 FT ON S E 1/2 W 1/2 N 1/2 SEC 3 1-86-44 MOBILE HOME

**WHEREAS**, the above-stated property has taxes payable including special assessments and the parcel is owned by James Coon and

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

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

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

**SO RESOLVED** this 27th day of September, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

\_\_\_\_\_  
Patrick F. Gill  
Woodbury County Auditor  
And Recorder

\_\_\_\_\_  
Jeremy Taylor, Chairman

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM #14a**

Date: 9/22/2016 Weekly Agenda Date: 9/27/2016

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

**WORDING FOR AGENDA ITEM:**

Consider award of bid for RCB Culvert P-76 rehabilitation work

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The county received quotes for rehabilitation work a box culvert on September 20, 2016. The bids have been reviewed by the county engineer and an award recommendation is being made.

**BACKGROUND:**

The board received two quotes to repair an reinforced concrete box culvert on 255th Street East of Climbing Hill. The culvert will have both ends extended to replace two failed timber retaining walls that had allowed the road to be raised.

**FINANCIAL IMPACT:**

The project is funded with local county secondary road funds. This is a maintenance project paid from culvert line item budget.

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

Yes  No

**RECOMMENDATION:**

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

**ACTION REQUIRED / PROPOSED MOTION:**

Move that the board of supervisors awards the contract for project P-76 RCB extension project to Dixon Construction for \$107,799.00.

PROJECT NO. P76  
 Quote: TUESDAY, September 20, 2016  
 RCB Extension of Structure P76  
 IN SECTION 23 T87N, R45W

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

*****		*****		*****		*****		*****		*****		*****		*****	
ITEM NO.	ITEM	QUANTITIES	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE
1	Clear and Grubb	0.25 Acre	\$ 5,000.00	\$ 1,250.00	\$ 18,000.00	\$ 4,500.00	\$ 15,000.00	\$ 3,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Embankment in Place	500 C.Y.	\$ 25.00	\$ 12,500.00	\$ 12.00	\$ 6,000.00	\$ 25.00	\$ 12,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Granular Backfill	35 C.Y.	\$ 70.00	\$ 2,450.00	\$ 75.00	\$ 2,625.00	\$ 100.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Excavation Class 20	182 C.Y.	\$ 25.00	\$ 4,550.00	\$ 65.00	\$ 11,830.00	\$ 40.00	\$ 7,280.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Structural Concrete	41.42 C.Y.	\$ 1,200.00	\$ 49,704.00	\$ 1,975.00	\$ 81,804.50	\$ 1,000.00	\$ 41,420.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Reinforcing Steel	6,366 Lbs	\$ 2.50	\$ 15,915.00	\$ 3.00	\$ 19,098.00	\$ 1.50	\$ 9,549.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Safety Closure	2 Each	\$ 600.00	\$ 1,200.00	\$ 150.00	\$ 300.00	\$ 250.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Traffic Control	1 L.S.	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,300.00	\$ 4,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Mobilization	1 L.S.	\$ 8,000.00	\$ 8,000.00	\$ 35,000.00	\$ 35,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>			<b>\$ 97,069.00</b>	<b>\$ 97,069.00</b>	<b>\$ 164,657.50</b>	<b>\$ 164,657.50</b>	<b>\$ 107,799.00</b>	<b>\$ 107,799.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

1 Dixon Const \$107,799.00  
 2 Graves Const \$164,657.50  
 Engineer's Est \$ 97,069.00



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

Date: 9/22/2016 Weekly Agenda Date: 9/27/2016

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

**WORDING FOR AGENDA ITEM:**

Consideration of Certificate of Completion of Contract Work for the Secondary Road Department.

**ACTION REQUIRED:**

- |  |   |   |
|--|---|---|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/>   | Approve Motion <input type="checkbox"/> |
| Give Direction <input type="checkbox"/>    | Other: Informational <input type="checkbox"/> | Attachments <input type="checkbox"/>    |

**EXECUTIVE SUMMARY:**

The county board of supervisors let project number RC-CO97(119)--9A-97 to improve roads to the new CF Industries plant. All contract work associated with this project is now complete.

**BACKGROUND:**

The RISE grant received by Woodbury County for the CF Industries project allowed the completion of four major projects to serve the new CF Industries fertilizer plant. The grant paid for railroad crossing improvements on 255th St., grading and paving of the new CF Industries Drive, and improvements to routes D51 and K25 including pavement replacement and intersection turn lanes on the route to CF.

**FINANCIAL IMPACT:**

The county drew upon Urban Renewal funds and federal aid funds to match the RISE grant. 80% of the project funding was provided by the RISE grant.

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

Yes  No

**RECOMMENDATION:**

Recommend the Board certify the completion and final acceptance of the RISE project RC-CO97(119)--9A-97 and authorize the chair to sign the certificate.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to certify the completion and final acceptance of the RISE project RC-CO97(119)--9A-97 and authorize the chair to sign the certificate.



# Iowa Department of Transportation

## CERTIFICATE of COMPLETION and FINAL ACCEPTANCE of AGREEMENT WORK

COMPANY: \_\_\_\_\_ COUNTY/CITY: Woodbury County

ADDRESS: 759 East Frontage Road Merville, IA 51039 PROJECT NO.: RC-CO97(119)--9A-97

KIND OF WORK: PCC Paving

AGREEMENT DATE: February 13, 2013 FIELD COMPLETION DATE: March 23, 2016

This is to certify that the work covered by the above referenced agreement has been completed in accordance with said agreement and is hereby accepted, subject to final audit of costs.

SIGNATURE: *Mark J. Nelson* DATE: 2/19/2016, \_\_\_\_\_ Year  
Project Engineer (Res. Construction) (Area Engineer) (County) (City)  
(Consultant)

\*SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_, \_\_\_\_\_ Year  
District (Construction) (Maintenance) (Local Systems) Engineer

Approved and work accepted by the Board of Supervisors/City  
Council of \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Year

SIGNATURE: \_\_\_\_\_  
Chairman/Mayor

Acknowledge completion of project in accordance with referenced agreement by the Iowa Department of  
Transportation

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Year

SIGNATURE: \_\_\_\_\_  
Iowa Department of Transportation

\*On Local State Assisted  
Projects District does  
NOT certify but  
acknowledges  
completion of project.

**DO NOT WRITE IN THIS BOX. CENTRAL OFFICE USE ONLY.**  
(Check or Initial Appropriate Box)

Office of Audits

Copy to Company

Copies to District

Original to Files

**SEPTEMBER 20, 2016 — MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS AS TRUSTEES FOR THE ORTON SLOUGH DRAINAGE DISTRICT IN WOODBURY COUNTY**

The Board of Supervisors met on Tuesday, September 20, 2016 as Trustees for Orton Slough Drainage District in Woodbury County. Board members present were Clausen, Monson, Smith, Ung, and Taylor. Staff members present were Karen James, Board Administrative Coordinator, Joshua Widman, Assistant County Attorney, Mark Nahra, County Engineer, and Patricl Gill, Auditor/Clerk to the Board.

The Board called to order a Orton Slough Drainage District Trustee meeting.

Receive the quotes for Orton Slough Ditch clean out. The quotes are as follows:

L.A. Carlson, Merrill, IA	\$38,547.25
Johnston Excavation, Whiting, IA	\$48,400.00

Motion by Monson second by Ung to refer the quotes to Secondary Roads for review and recommendation. Carried 5-0. Copy filed.

The Bennet McDonald Smithland Drainage District meeting was adjourned.

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

Date: 9/22/2016 Weekly Agenda Date: 9/27/2016

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

**WORDING FOR AGENDA ITEM:**

Trustee Meeting - Orton Slough Drainage District: Consider award of quote for Orton Slough Ditch Cleaning work

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The trustees received quotes for the Orton Slough Ditch Cleanout on September 20, 2016. The bids have been reviewed by the county engineer and an award recommendation is being made.

**BACKGROUND:**

The board received two quotes to clean the ditch between the UP RR crossing structure to the main Orton Slough Drainage District intake. This work is being done to complete needed maintenance on the existing district facilities as discussed with affected landowners in 2014 and 2015. This work connects the upland ditch to the repaired main intake.

**FINANCIAL IMPACT:**

The project is funded by property taxes levied against the drainage 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 award the contract to the low bidder, L. A. Carlson Construction Company.

**ACTION REQUIRED / PROPOSED MOTION:**

Move that the board of supervisors awards the contract for Orton Slough Drainage District ditch cleanout to L.A. Carlson Construction for \$38,547.25.

PROJECT NO. Partial Clean Out of Orton Slough Waterway 2016  
 Quote: TUESDAY, September 20, 2016  
 Orton Slough  
 IN SECTION 21 T87N, R47W

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

*****		*****		*****		*****		*****		*****		*****		*****	
ITEM NO.	ITEM	QUANTITIES	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE
1	Mobilization	1 L.S.	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Open Ditch Excavation	3,493 L.F.	\$ 4.00	\$ 13,972.00	\$ 5.75	\$ 20,084.75	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Spoil Bank Leveling	34.93 Sta.	\$ 125.00	\$ 4,366.25	\$ 250.00	\$ 8,732.50	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Furnish and Install CMP Pipe 36"	40 L.F.	\$ 75.00	\$ 3,000.00	\$ 60.00	\$ 2,400.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Clear and Grubb	1 Job	\$ 15,000.00	\$ 15,000.00	\$ 500.00	\$ 500.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Fence Removal and Disposal	1 Sta.	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Furnish and Install Rip Rap	25 Ton	\$ 65.00	\$ 1,625.00	\$ 55.00	\$ 1,375.00	\$ -	\$ 2,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Remove and salvage Existing 24 X 40 Private Crossing	2 Each	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Open Ditch Fertilize and seed	39 Sta.	\$ 100.00	\$ 3,900.00	\$ 45.00	\$ 1,755.00	\$ -	\$ 4,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>			<b>\$ 45,363.25</b>	<b>\$ 45,363.25</b>	<b>\$ 38,547.25</b>	<b>\$ 38,547.25</b>	<b>\$ 48,400.00</b>	<b>\$ 48,400.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

1 L.A. Carlson \$ 38,547.25  
 2 Johnston Excav. \$ 48,400.00  
 Engineer's Estimate \$ 45,363.25

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

Date: 9/22/2016

Weekly Agenda Date: 9/27/2016

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

**WORDING FOR AGENDA ITEM:**

Consider approval of reclassification and annexation of lands draining to the Wolf Creek Drainage District

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The Board of Supervisors acting as trustees for the Wolf Creek Drainage District directed ISG, the drainage engineer for the Wolf Creek Drainage District, to do a preliminary engineering study of the needs of the district following a series of complaints about non functioning drain outlets in the lower reaches of the district. The drainage engineer completed his study and presented the board with the results of the study. The study found clean out of the ditch and replacement of some drainage structures are necessary to restore the function of the drainage district. The drainage engineer also found errors and omissions in the taxation and distribution of benefit on lands within the district.

The drainage engineer also presented his results to landowners within the district. The consensus discussion from the landowners directed the board to pursue, as a first step pursue a study to determine the reclassification and annexation of lands served by the Wolf Creek drainage district. The drainage engineer has completed a work authorization agreement for the Board's consideration for approval on the project.

**BACKGROUND:**

The board of supervisors acts as trustees for drainage districts that do not have a separate board of trustees. The Code of Iowa in Chapter 468 empowers the Board to make decisions in the best interests of drainage districts under its jurisdiction.

This agreement authorizes the drainage engineer to review the current tax distribution within the lands of the district. The review includes determining whether lands should be added to the district or dropped from the district. It was noted in a preliminary review that some lands taxed within the district appear as if they may be drained by the altered West Fork Little Sioux River channel that was moved subsequent to the establishment of the Wolf Creek District.

The work authorization provides a ceiling on price for the work to reclassify the district without authorization by the drainage district trustees.

**FINANCIAL IMPACT:**

Costs for work done within drainage districts is paid for by tax levy against district property.

**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?**

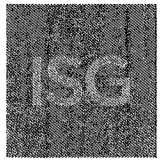
Yes  No

**RECOMMENDATION:**

That the Board approve the work authorization directing the drainage engineer to prepare a reclassification and annexation study of the Wolf Creek Drainage District.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the work authorization directing the drainage engineer to proceed with a reclassification and annexation study of the Wolf Creek Drainage District.



# WORK AUTHORIZATION

September 22, 2016  
Woodbury County Board of Supervisors  
Mark Nahra, P.E.  
759 Frontage Road  
Merville, IA 51039  
Wolf Creek Drainage District, Woodbury County, Iowa

## DESCRIPTION OF WORK

This Proposal - Work Authorization constitutes the express authority given to ISG by the above named client to do the following described work.

### Annexation of Additional Lands:

1. As the appointed Drainage Engineer, perform a desktop evaluation in combination with a field review to determine the lands contiguous to the District which receive benefitted by the facility but not currently on the District's assessment schedule.
2. Prepare and file with the Board of Supervisors an annexation report which includes a table listing the parcels proposed to be annexed into the Wolf Creek Drainage District.
3. Assist legal counsel in the preparation of public notice.
4. Assist the Board of Supervisors, acting as trustees for the District, in conducting the necessary public hearing to satisfy the Iowa Drainage Code (Chapter 468.119).

### Reclassification of the Drainage District:

1. Assist the Auditors Office in appointing two commissioners to reclassify lands within the boundaries of the Wolf Creek Drainage District as specified in Iowa Drainage Code Chapter 468.38.
2. Working with the appointed commissioners we will distribute the benefits each parcel derives from the district facilities. Only parcels receiving drainage and/or flood benefits from the Wolf Creek Drainage District will be included on the new assessment schedule.
3. Any interior Drainage Districts discovered within the watershed boundary of the Wolf Creek Drainage District will not be reclassified under this work authorization. If such a District is found to exist, we will communicate the findings with the Woodbury County Engineer's Office.
4. Each quarter-quarter section or subdivide thereof will be examined, reviewed with the appointed commissioners and classified based on some following factors; benefitted acres, wetness factor, proximity to outlet, percent usage of the outlet, levee protection factor, flood factor, elevation factor and runoff factor.
5. Prepare and file with the Board of Supervisors a Commissioners' Report which will contain an assessment schedule for approval by the Board of Supervisors, acting as Trustees. This schedule is intended to provide a basis upon which to spread levies required to cover costs, present and future, incurred by the District.
6. Assist legal counsel in the preparation of public notice.
7. Assist the Board of Supervisors in conducting the necessary public hearing to satisfy the Iowa Drainage Code (Chapter 468.46)





# SCHEDULE OF FEES

Our services will be performed on a fix fee, or lump sum basis. We will keep the Board informed of our progress through contact with the Woodbury County Engineer's Office. The cost to complete annexation and reclassification of the Wolf Creek Drainage District will not exceed \$54,000 without prior approval from the Woodbury County Board of Supervisors.

Work Item	Cost - Not to Exceed Without Approval
Annexation & Reclassification: Wolf Creek Drainage District (7,681 AC)	\$54,000

## AGREEMENT

The above named client agrees to pay ISG for the above described work on the basis of compensation checked below: (Net 30 Days)

<input checked="" type="checkbox"/>	Lump Sum
<input type="checkbox"/>	Hourly (rates attached and made a part of hereof)
<input type="checkbox"/>	Other as described above

The terms and conditions on the last page of this form are a part of this Agreement.

Client: Woodbury County Board of Supervisors

Engineer: ISG

By: \_\_\_\_\_

By: Brian W. Blomma

Title: Chairman

Title: Project Manager

Please sign + return one copy of this agreement to: 1725 N. Lake Ave., PO Box 458, Storm Lake, IA 50588



## TERMS AND CONDITIONS

ISG shall perform the services outlined in this Proposal/Work Authorization for the stated fee arrangement.

### Access to Site

Unless otherwise stated, ISG will have access to the site for activities necessary for the performance of the services. ISG will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

### Information Responsibility

ISG shall indicate to the Client the information needed for rendering of services hereunder, and the Client shall provide to ISG such information as is available to the Client. The Client recognizes that it is impossible for ISG to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions which may have occurred in assembling the information.

### Construction Review

The Client recognizes that it is neither practical nor customary for ISG to include all construction details in plans and specifications, creating a need for interpretation in the field by ISG or an individual who is under ISG supervision. The Client also recognizes that construction review permits ISG to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to misinterpretation of design documents, or due to other causes. For the foregoing reasons, construction review is generally considered an essential element of a complete design professional service. Accordingly, if the Client directs ISG to not provide construction monitoring, ISG shall not be responsible for the consequences of any of ISG'S acts, errors or omissions, except for the consequences which, it reasonably could be concluded, ISG'S review services would not have prevented or mitigated.

### Fee

The total fee, if stated, shall be understood to be an estimate, and shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly (Time & Material) basis, the rates shall be those that prevail at the time services are rendered. Rates are included on the attached fee schedule.

### Billings/Payments

Invoices for ISG'S services shall be submitted, at ISG'S option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, ISG may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

### Late Payments

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of ISG. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

The Client shall indemnify and hold harmless ISG and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except ISG.), or anyone for whose acts any of them may be liable.

### Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client and ISG, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of ISG and their subconsultants to the Client and for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of ISG and their subconsultants to all those named shall not exceed \$50,000, ISG'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

### Termination of Services

This agreement may be terminated by the Client or ISG should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay ISG for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

### Ownership of Documents

All documents produced by ISG under this agreement shall remain the property of ISG and may not be used by the Client for any other endeavor without the written consent ISG.

### Applicable Laws

Unless otherwise specified, this agreement shall be governed by the laws of the State of Iowa.

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

Date: 9/22/16

Weekly Agenda Date: 9/27/16

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervisor Smith

**WORDING FOR AGENDA ITEM:**

Iowa Policy Project data on raising the minimum wage in Woodbury County

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

full report can be seen at <https://iowapolicypoints.org/2016/09/14/is-it-time-for-woodbury-county-to-join-the-party/>  
Minimum wage data:  
10,000 workers in Woodbury County would be impacted by raising wage  
With a working population of 51,000 in the county, that equals roughly 1 in 5 workers  
80% of those benefitting from increase are above age 20 ( not teenagers sacking groceries)  
1/3 of workers are full time and 26% are parents, meaning this is their primary income for raising a family

**BACKGROUND:**

Counties in Iowa studying raising the minimum wage or have already raised it are Linn, Johnson, Polk, Lee, Wapello  
Counties are given home rule authority, pursuant to an amendment to the Iowa Constitution, which allows Woodbury County to raise the wage.

**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:**

Consider data and proceed in the best interest of our citizens.

**ACTION REQUIRED / PROPOSED MOTION:**

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

**#18**

Date: 9/22/2016

Weekly Agenda Date: 9/27/2016

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervisor Taylor

**WORDING FOR AGENDA ITEM:**

Approval of a Resolution Regarding the Intention to Effectively Raise Wages in Woodbury County

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Woodbury County will once again hear information related to a proposal to create a task force for the purpose of joining a handful of Iowa's 99 counties in setting a first-ever mandated county minimum wage. However, it should be stated clearly by the County that the panacea (solve-all) of raising the wage to \$9.00 or even \$10.10, which advocates admit will do nothing to "raise people out of poverty," is simply inadequate.

Woodbury County can do better by working families to instead continue focusing on creating the conditions for opportunity so that our residents can have living wages. As liberal advocacy often does--develops yet another bad government solution--Woodbury County should clearly reject the either-or-statements, "If you care about workers, then you will raise the wage." This resolution shows that we indeed care and will actually raise living wages by helping people.

County government can help set the conditions for continued private economic growth with low unemployment which in turn has grown wages during the last five years.

**BACKGROUND:**

Full Dialogue and Discussion: 1. The Board of Supervisors respectfully gave a full debate on the issue before deciding against the creation of the task force. All sides were heard. 2. A few meetings later, with a call to action through e-mail from State Representative Chris Hall and a local union leader, we allowed many of those same advocates to speak under "Citizen Concerns." 3. We then received an Assistant County Attorney's opinion that Supervisor Smith could not expend county funds, time, or personnel contrary to Board action that rejected creating a task force. 4. Supervisor Jackie Smith and some advocates held a rally of 30 people, with Sioux City Councilwoman Rhonda Capron advocating for the minimum wage 5. This informational item is another attempt to insist (with data from the left-leaning Iowa Policy Project) on a minimum wage as the only way to help the county grow.

**Complications**

We have stated the fraught-with complications that the Iowa League of Cities, the Restaurant Association, and the legal community have raised: if Sioux City or others reject the minim. wage, it is for naught; once a mere majority of supervisors hold the level of wage, advocacy for increases will be perpetual; dealing with compensation in the restaurant industry; and the incredibly bad policy of creating a wage based on age exceptions. Woodbury County has over 83% of its population in one urban center governed by Sioux City Council. Given its legal dubious standing, any city can exempt itself (similar to what four recent cities and the University of Iowa did). I assume that if the City of Sioux City desires a minimum wage and that would cover the vast majority of employers, then in the spirit of self-governance, advocates will turn their focus there with Councilwoman Capron putting this on the agenda.

**The Reality of the Situation**

The left-leaning Iowa Policy Project--advocates an increase to \$9.00 or \$10.10 in Woodbury County while admitting that a couple with two children would each need to make \$16 an hour. Many of our employers are already paying above such wages, which is why when asked by a major executive at a Rotary Club meeting, "Who is making minimum wage?" the simple question could not be answered. Wal-Mart's new effective wage will be \$11.50 and recent advertisements for starting wages sent to Woodbury County households started at \$14.23-15.06. Supervisor Smith's example of a single mother and child (according to a recent MIT study) would need to make over \$23 / hour, a rate at which the CBO says would result in 3-5 million jobs lost. Therefore, we should be focused on living wages rather than what are clearly starting wages when first entering the work force.

**FINANCIAL IMPACT:**

Passing the resolution as a statement of the position of the county will have no financial impact.

(For more on a recent NY Times article, see "A Better Way to Raise Incomes"  
[http://www.nytimes.com/2016/07/06/opinion/a-better-way-to-raise-incomes.html?\\_r=0](http://www.nytimes.com/2016/07/06/opinion/a-better-way-to-raise-incomes.html?_r=0))

**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 attached resolution as a statement of Woodbury County's position on how to most effectively raise wages.

**ACTION REQUIRED / PROPOSED MOTION:**

Approve the attached resolution as a statement of Woodbury County's position on how to most effectively raise wages.

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

WHEREAS, wages and income affect the ability of individuals and families to provide for themselves and the freedom to pursue their own happiness; and

WHEREAS, the proper role of Woodbury County as a local government is to provide the conditions for sound economic growth and act as partners with other local jurisdictions and governmental bodies in the region; and

WHEREAS, Woodbury County has recently renewed a cooperative relationship with increased communication and cooperation with the City of Sioux City on a major economic development project with the Ag Expo Center as part of a transformative Reinvestment District; and

WHEREAS, a majority of Woodbury County’s employers reside in the City of Sioux City and the City of Sergeant Bluff and the county respects the right of self-governance and “government closest to the people,” a city council, to decide if a historically state or federal issue should be decided otherwise; and

WHEREAS, other valued communities within rural Woodbury County — Merville, Sloan, Lawton, Correctionville, Anthon, Pierson, Salix, Danbury, Bronson, Hornick, Smithland, Cushing, and Oto— who desire to increase higher minimum wages in their respective cities have the ability to do so without the imposition of the County; and

WHEREAS, many job creators in Woodbury County pay far above the state and federal minimum wage, which are entry-level wages into the workforce; and

WHEREAS, Woodbury County focuses on entrepreneurial conditions wherein job creators desire to startup, expand, or relocate with partners like the Siouxland Initiative and other private industry that has contributed to the conditions wherein job creators have created unprecedented capital investment in our region and high-paying jobs far above the state or federal minimum wage; and

WHEREAS, the current data for Woodbury County/Sioux City “laborshed” according to the Iowa Economic Development Authority has risen for five years consecutively and is now on average \$16.81 per hour regionally and \$18.72 per hour in Sioux City; and

NOW, THEREFORE, BE IT RESOLVED that the Woodbury County Board of Supervisors champions economic growth and higher living wages for all residents in keeping with the best tradition of improving quality of life and the pursuit of economic and individual prosperity.

BE IT SO RESOLVED this 27<sup>th</sup> 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 BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM**

Date: 9/22/2016 Weekly Agenda Date: 9/27/2016

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

**WORDING FOR AGENDA ITEM:**

Approval of LEC Courtrooms Arraignment Audio/ Video System

**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:**

Agenda Item Approves Equipment upgrade to eliminate Judicial problems associated with voice-over delay.

**BACKGROUND:**

During arraignments County Judges are experiencing system audio problems with voice-over conversation and delays which inhibit the ability to correctly discern conversation. There is concern that there could be future liability issues related to the current system due to the inability to discern repeated back and forth conversations.

**FINANCIAL IMPACT:**

\$3,485.00

**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:**

Upgrade existing equipment per Electronic Innovations recommendations.

**ACTION REQUIRED / PROPOSED MOTION:**

1. Motion to approve LEC Courtroom audio/video upgrade in the amount of \$3,485.00
2. Motion to approve reallocation of CIP funding. Reallocate \$3,485.00 from CIP #A13-17 to LEC Courtroom Audio/ Video repair / upgrade.





Electronic Communications Inc  
 1246 River Drive  
 North Sioux City, SD 57049

Phone 605-217-2299  
 Fax 605-217-2288

# PROPOSAL

Number AAAQ197

Date Feb 23, 2016

Sold To	Ship To	Your Sales Rep
<b>WOODBURY COUNTY COURTHOUSE</b> BOARD OF SUPERVISORS 620 DOUGLAS STREET , IA 51101	<b>WOODBURY COUNTY COURTHOUSE</b> BOARD OF SUPERVISORS 620 DOUGLAS STREET , IA 51101	<b>Shawn Scott</b>  605-217-2299 shawn@ecisystems.com

Phone  
 Fax

Phone  
 Fax

Terms	P.O. Number	Ship Via
-------	-------------	----------

Qty	Part Number	Description	Unit Price	Ext. Price
7	DC 5980 P	Portable Discussion Unit Base	\$450.00	\$3,150.00
7	Patch5	Cat5e Sheilded Patch Cables	\$5.00	\$35.00
4	Labor2	Labor	\$75.00	\$300.00
			<b>SubTotal</b>	\$3,485.00
			<b>Tax</b>	\$0.00
			<b>Shipping</b>	\$0.00
			<b>Total</b>	<b>\$3,485.00</b>

This proposal includes addition of seven speaker units, parts and labor to connect them. Two speakers would be added to each courtroom and one in booking. These speakers will be on when the system is active allowing the microphones to be active at all times and thus getting rid of the 1 second delay time it takes for the microphones to come online in the current configuration.

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

Date: 9/22/2106

Weekly Agenda Date: 9/27/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

**WORDING FOR AGENDA ITEM:**

Approval of Courthouse Exterior Terra-Cotta Emergency Repair- Contract

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Approval of Courthouse south side exterior terra cotta emergency repairs. Quotes have been received from two companies on the emergency repair project. Forrest & Associate Inc. & Mid-Continental Restoration. Forrest & Associate Inc. indicated by telephone conversation that they would charge a fee to visit the site to review & make recommendations on what work that needs to be completed. The review fee would be based on an hourly labor rate which would include travel time (to and from the site) from Des Moines, Iowa, and time spent at the site. Mid-Continental Restoration Co., Inc. was contacted in the same manner. On September 15th, the President of Mid-Continental Restoration traveled from Kansas City and arrived on site to review the project. There was no cost for the review. Both companies have indicated a solid dollar amount can't be placed on the project. This is due to make-up of terra cotta internal components that can't be observed until cap pieces are removed. Historical Preservation Brief 7 "The Preservation of Historic Glazed Architectural Terra-Cotta is very informative. The brief includes standard terra-cotta assembly detail which helps one understand how pieces are singularly structured and how the assembly ties one piece to another.

**BACKGROUND:**

On August 23rd, 2016 abnormal gaps in the Courthouse exterior terra-cotta were noticed from ground level. On August 24th, 2016 a high-lift was utilized to conduct an extensive review of the terra-cotta on all sides of the building with pictures taken for reference. Conditions indicated severe deterioration in some areas. On August 26th, 2016 after further review of the worst area on the south side of the building a piece of terra-cotta was considered to be falling and straps were installed to hold the piece in place. On August 30th, 2016 Building Services reported to the Board of Supervisors that the condition of the exterior terra-cotta was of concern on the south side and that a piece was falling. On September 1st, 2016 the Board of Supervisors (Chairman) received a letter from Terry Glade with Cannon, Moss, Brygger Architects informing that an emergency situation exists with the exterior terr-cotta. On September 6th, 2016 the Woodbury County Board of Supervisors passed Resolution #12423 delcaring a state of emergency exists pertaining to exterior terra-cotta located on the south the south side of the Woodbury County Courthouse.

**FINANCIAL IMPACT:**

Currently not known. Building Services anticipates a bare minimum for removal of \$10,000.00.

Building Services requests partial 2017 CIP fund reallocation.

Currently CIP #C1-17 was allocated \$250,000.00 for Trosper Hoyt Tuckpointing.

Building services recommends reallocating \$50,000.00 from that CIP item to "Courthouse Exterior Terra-Cotta Repair".

**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:**

Building Services recommends approval of work to complete south side terra-cotta repairs as necessary. Mid-Continental Restoration Company has demonstrated a willingness to work with Woodbury County and of the current options would be the preferred choice for repairs going forward.

**ACTION REQUIRED / PROPOSED MOTION:**

1. Motion to approve Mid-Continental Restoration Co. Inc. Bid dated September 21st, 2016.
2. Motion to reallocate \$50,000.00 from 2017 CIP # C1-17 (Trosper Hoyt Tuckpointing) funds to Courthouse Exterior Terra-Cotta repair.



September 21, 2016

Kenny Schmitz  
Building Service Director  
Woodbury County Courthouse  
401 8<sup>th</sup> St.  
Sioux City, IA, 51101

RE: Emergency Terra Cotta Cornice Repair  
Woodbury County Courthouse – Sioux City

Dear Mr. Schmitz:

Attached is our revised proposal for the work to be performed on the above referenced project. Should you have questions, please feel free to contact me at (888) 521-8536.

We trust that the enclosed will meet with your approval and look forward to the opportunity of working with you.

Respectfully submitted,

**MID-CONTINENTAL RESTORATION CO., INC.**

Craig Hauser  
South Dakota Branch  
[craig\\_hauser@midcontinental.com](mailto:craig_hauser@midcontinental.com)  
Cell: (605) 505-0151

CH/kc  
Encl.



**MID-CONTINENTAL  
RESTORATION Co., INC.**

South Dakota Branch Office  
904 S Ben St, Parkston, SD 57366  
Ph: (605) 928-3533 Fax: (605) 928-3553  
[www.midcontinental.com](http://www.midcontinental.com)

**REVISED PROPOSAL / CONTRACT**

September 21, 2016

From: Craig Hauser, 904 S Ben St., Parkston, SD 57366  
Cell: (605) 505-0151 Email: [craig\\_hauser@midcontinental.com](mailto:craig_hauser@midcontinental.com)

To: Kenny Schmitz, Building Service Director, Woodbury County Courthouse, 401 8<sup>th</sup>  
St., Sioux City, IA, 51101 Cell: (712) 253-3745 email:  
[kschmitz@woodburycountyiowa.gov](mailto:kschmitz@woodburycountyiowa.gov)

Subject: Emergency Terra Cotta Cornice Repair

Job Name: Woodbury County Courthouse, 401 8<sup>th</sup> St., Sioux City, IA

---

**BASE BID: SOUTHWEST TERRA COTTA CORNICE**



- (1) A close inspection shall be made of the terra cotta units. Those found to be displaced or loose shall be carefully removed and salvaged for reuse.
- (2) Temporary weather protection shall be installed after the removal of the terra cotta units.
- (3) The **OWNER** shall be responsible for the covering of electrical wires and, in case wires cannot be covered, re-routing or shutting down of the electricity for the work to be accomplished.
- (4) The above outlined work shall be performed out of a man-lift, so it will be necessary to place the man-lift on the concrete or pavement. This proposal **does not include** concrete or pavement repair, however, if necessary, MCR can provide a "not-to-exceed" price for this work.
- (5) The Owner shall be responsible for procuring all building permits necessary for completion of this project.
- (6) The Owner shall be responsible for contacting the City and closing the alleyway off to vehicle and pedestrian traffic.
- (7) During the construction phase, all precaution shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection. Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.
- (8) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the job-site and has not guaranteed the removal or eradication of any mold/fungi/organic pathogens and other airborne contaminants. Mid-Continental Restoration Co., Inc., shall be held harmless from and against any and all claims, suits or damages resulting in anyway whatsoever from mold/fungi/organic/ pathogens or other airborne contaminants, that may be present at the job-site before, during and after Mid-Continental has completed its work pursuant to this contract.
- (9) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.
- (10) The above outlined work shall be handled on a "**Time and Materials**" basis with labor billed at:

Job Superintendent: **\$85.00**

Journeymen: **\$65.00**

Laborer: **\$50.00**

Materials, sundries, & equipment rentals at cost plus **20%** markup for overhead and profit. A one-time mobilization fee of **\$250.00** shall also be assessed.

**TO ACCEPT BASE BID, PLEASE SIGN BELOW**

If BASE BID is accepted, please sign here:

Mid-Continental Restoration Co., Inc.

By: \_\_\_\_\_  
Owner/Owner Representative      Dated

By: \_\_\_\_\_  
Contractor      Dated

THE ABOVE PROPOSAL IS ACCEPTED UPON THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A" ATTACHED.

PLEASE SIGN AND RETURN THE COMPLETE PROPOSAL TO THE HOME OFFICE. OUR COMPANY WILL RETURN A FULLY SIGNED COPY TO YOU FOR YOUR RECORDS. IF DESIRED, YOU MAY EMAIL OR FAX THE PROPOSAL ACCEPTANCE TO THIS OFFICE AT (605) 928-3553 OR TO OUR CORPORATE OFFICE AT (620) 223-5052. THE EMAILED OR FAXED COPY OF THE SIGNED PROPOSAL WILL BE CONSIDERED A LEGAL BINDING DOCUMENT.

ANY APPLICABLE SALES TAX DUE ON THIS CONTRACT IS INCLUDED IN THE CONTRACT PRICE AND WILL BE STATED SEPARATELY ON OUR BILLING(S), UNLESS ALL OR PART OF THE CONTRACT CONTAINS UNIT PRICE OR TIME & MATERIAL WORK. IF UNIT PRICE OR TIME & MATERIAL WORK IS INCLUDED, APPLICABLE STATE AND LOCAL TAX WILL BE ADDED TO THAT PORTION OF THE CONTRACT.

THE PROPOSAL SET FORTH HEREIN IS THE RESULT OF THE COMPANY'S INITIAL INSPECTIONS OF THE OWNER'S PROPERTY AND WAS DEVELOPED BASED UPON THE COMPANY'S EXPERIENCE IN THE INDUSTRY AND THE COMPANY'S WORK ON SIMILAR PROJECTS. MID-CONTINENTAL RESTORATION COMPANY, INC. DOES NOT EMPLOY A LICENSED ARCHITECT OR ENGINEER, THEREFORE THE "PROPOSAL" IS NOT AND SHOULD NOT BE CONSIDERED AN "ENGINEER'S REPORT" OR AN "ARCHITECT'S REPORT." AS A RESULT, THE COMPANY HEREBY DISCLAIMS ANY LIABILITY WHATSOEVER THAT MAY RELATE TO THE COMPANY'S ANALYSIS OF THE EXISTING CONDITIONS OF THE OWNER'S BUILDING AND THE COMPANY'S RECOMMENDATIONS FOR REPAIR/REMEDICATION THEREOF.

## EXHIBIT "A"

### TERMS & CONDITIONS

#### LIMITED WARRANTY

Goods and material installed by Mid-Continental Restoration are the products of reputable manufacturers. Mid-Continental Restoration shall use its best efforts to obtain from each manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods or material that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of Mid-Continental Restoration.

~~THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY RELATING TO THE DESCRIBED EQUIPMENT, GOODS OR MATERIAL WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PROPOSAL. THE IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL NOT APPLY AND IS EXPRESSLY WAIVED.~~

Mid-Continental Restoration warrants its workmanship to be free from defects for a period of one (1) year from the date of completion of installation of the above goods and material. Mid-Continental Restoration's warranty is limited to the materials and equipment which Mid-Continental Restoration or its agents or employees install. No warranty is provided for materials and equipment which Mid-Continental Restoration does not install or provide.

The foregoing proposal, subject to these terms and conditions, is submitted for customer's consideration with the understanding that it must be approved by an authorized representative of Mid-Continental Restoration after its acceptance by the customer and is not binding upon Mid-Continental Restoration until so approved in writing and delivered to the customer. When so approved, it shall constitute the entire contract between the parties and no understanding or obligations not herein expressly set forth are binding upon them.

Your acceptance of this proposal is expressly limited to the terms contained within this document. Any conditions set forth in the purchase order or in any similar communication shall not be binding nor effective unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any additional terms or conditions, oral or written, express or implied, not contained within this document are not binding or controlling on the parties unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.

#### EXCLUSIONS FROM LIMITED WARRANTY. The following are *not* covered by this warranty:

Any damage to the extent it is caused or made worse by failure by the Owner, General Contractor or by anyone other than Mid-Continental Restoration, its employees, agents, contractors or subcontractors, to comply with the Warranty requirements of manufacturers of appliances, fixtures and items of equipment, or failure by the Owner to give notice to the Contractor of any defects within a reasonable time.

Any damage from the presence of mold or fungus or the creation of conditions that may contribute to the growth of mold or fungus.

~~Mid-Continental Restoration's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or materials hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the amount attributable to such labor, equipment, goods or material or part thereof involved in the claim. Mid-Continental Restoration shall not, under any circumstances be liable for any labor or charges without the prior written consent of Mid-Continental Restoration. Mid-Continental Restoration shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages, including, but not limited to loss of profits, revenues, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If Mid-Continental Restoration furnishes Customer with advice or other assistance which concerns any labor, equipment, goods or material furnished hereunder, or any system or equipment in which any of such equipment goods or material may be installed, and which is not required pursuant to this contract, the furnished of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.~~

If Mid-Continental Restoration encounters asbestos or polychlorinated biphenyl (PCB) on the site, Mid-Continental Restoration shall immediately stop work and report the condition to the owner's representative in writing. Mid-Continental Restoration shall not resume work in the affected area until the asbestos or polychlorinated biphenyl (PBS) has been removed or rendered harmless. Mid-Continental Restoration shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.

Any installation dates given in advance are estimated and are subject to prior orders with Mid-Continental Restoration. Mid-Continental Restoration shall not be liable for failure to perform or delay in performance resulting from strikes, accidents, fires, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitations by the foregoing, any cause beyond Mid-Continental Restoration's reasonable control.

~~If on any breach of default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorneys' fees, whether or not suit is instituted in connection herewith.~~

This agreement plus any attachments and/or addendums (both sides) constitutes the entire agreement between the parties, and no terms or understandings not herein contained shall be valid or binding unless contained in writing signed by both parties.

Net cash upon completion of the work, unless this contract extends beyond one month (30 days), in which case Mid-Continental Restoration is to be paid 90% of the work done monthly and the balance upon completion of our work. Those projects extending over 30 days will be invoiced at 30-day intervals. Any accounts 30 days past due will be assessed a finance charge of 1½ % per month. Within ten (10) calendar days from commencement of this project, MCR reserves the right to invoice the Owner for all start up costs such as material purchases, equipment purchases and mobilization costs. The invoice for start-up costs will be payable to MCR within fourteen (14) calendar days from the invoice date. In the event time payments are desired, terms shall be included in the specifications and balance due secured by note.

Mid-Continental Restoration agrees to provide the following insurance coverage, subject to change without notice to Customer: (1) Worker's Compensation and/or Employer's Liability insurance - State Requirement; (2) Automobile Liability insurance with limits of at least \$1,000,000.00 combined single limit, bodily injury and property damage for injuries to person or persons involved in an accident in connection with this contract; (3) Contractor's Liability, with limits of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, \$2,000,000.00 Products/Completed Operations Aggregate; \$2,000,000.00 Policy Aggregate and (4) Excess Liability - \$5,000,000.00





**CANNON MOSS BRYGGER ARCHITECTS**  
302 JONES STREET, SUITE 200 • SIOUX CITY, IA 51101 • (P) 712.274.2933

September 1, 2016

Mr. Jeremy Taylor, Chairperson  
Woodbury County Board of Supervisors  
620 Douglas St.  
Sioux City, IA 51101

RE: Woodbury County Courthouse Terra Cotta, Emergency Action

Dear Mr. Taylor:

As discussed at the Board of Supervisor's meeting on Tuesday the 30<sup>th</sup> and again this morning at the Courthouse Historical Advisory Committee meeting, an emergency situation exists with some terra cotta.

During the course of work on the windows of Courtroom 203 it was noticed that the terra cotta overhang at those windows had some loose pieces. In the last week, it became apparent that one piece of this terra cotta was shifting and dropping out of position. The movement was so noticeable that measures were taken to strap this piece into place and the hydraulic lift being used on the window project was placed directly underneath this area to catch any pieces that may fall loose.

It has been estimated that this one piece of terra cotta could weigh as much as 200 pounds. Identical pieces of terra cotta are positioned adjacent to this particular piece with the grout joints between the pieces in various stages of disrepair or completely missing.

If this piece of terra cotta were to fall to the ground it would destroy anything and/or anyone in its path. With the sudden change in its position, that it will fall loose has become a certainty if means are not taken to repair it. The purpose of this letter is to describe the seriousness of these conditions and the need for emergency action. Even if the fallen piece did not land on anything or anyone, to replicate the piece of terra cotta would take months of work as well as substantial funds.

I am recommending that emergency repairs begin immediately to avoid injury to persons, property and historic significance to the building. To delay taking action by going through the usual design, construction documents and bidding process, poses an unacceptable risk to life and property.

These repairs would consist of removing the piece that is already in jeopardy as well as any other adjacent affected or dangerously loose pieces. These would then be repaired, reconditioned and installed back in place using new materials and appropriate methods. It would also include repairs to the top side of the overhang to prevent water intrusion into the structure that could have caused the situation in the first place.

At this time this emergency recommendation applies to the terra cotta overhang at the Courtroom 203 windows only. However, a survey or condition report should be pursued to determine the threat to other similar installations around the building. That exploration may actually uncover additional areas needing prompt attention.

Please call me if you have any questions or concerns about the statements in this letter.

Respectfully,  
Cannon Moss Brygger Architects



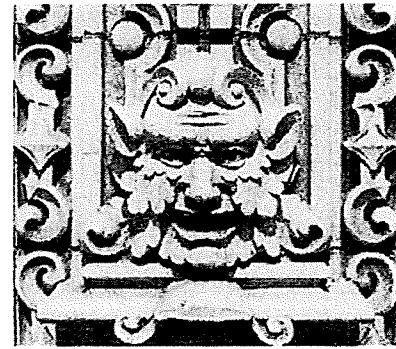
Terry Glade, AIA, LEED AP

Cc: Kenny Schmitz - Woodbury County Building Superintendent  
Ed Storm, AIA - FEH Design  
Shane Albrecht - Baker Group

# 7 PRESERVATION BRIEFS

## The Preservation of Historic Glazed Architectural Terra-Cotta

de Teel Patterson Tiller



U.S. Department of the Interior National Park Service  
Preservation Assistance Division Technical Preservation Services

Glazed architectural terra-cotta was significant in the development of important architectural idioms in this country—specifically, the “Chicago School,” the High Rise and the Historic or Beaux Arts styles. In fact, glazed architectural terra-cotta is one of the most prevalent masonry building materials found in the urban environment today (Fig. 1). Popular between the late 19th century and the 1930s, glazed architectural terra-cotta offered a modular, varied and relatively inexpensive approach to wall and floor construction. It was particularly adaptable to vigorous and rich ornamental detailing. However, with changing vogues in materials and architectural styles and rising production costs, glazed architectural terra-cotta fell into disfavor and disuse by the mid-20th century.

Today, information on the maintenance, rehabilitation and replacement of glazed architectural terra-cotta is limited, as are sources of new glazed architectural terra-cotta. This report, then, will discuss some of the major deterioration problems that commonly occur in historic glazed architectural terra-cotta, methods of determining the extent of that deterioration and recommendations for the maintenance, repair and replacement of the deteriorated historic material.

### What is Terra-Cotta?

Generically, the broadest definition of terra-cotta refers to a high grade of weathered or aged clay which, when mixed with sand or with pulverized fired clay, can be molded and fired at high temperatures to a hardness and compactness not obtainable with brick. Simply put, terra-cotta is an enriched molded clay brick or block. The word *terra-cotta* is derived from the Latin word *terra-cocta*—literally, “cooked earth.” Terra-cotta clays vary widely in color according to geography and types, ranging from red and brown to white.

Terra-cotta was usually hollow cast in blocks which were open to the back, like boxes, with internal compartment-like stiffeners called webbing (Fig. 2). Webbing substantially strengthened the load-bearing capacity of the hollow terra-cotta block without greatly increasing its weight.

Terra-cotta blocks were often finished with a glaze; that is, a slip glaze (clay wash) or an aqueous solution of metal salts was brushed or sprayed on the air-dried block before firing. Glazing changed the color, imitated different finishes, and produced a relatively impervious surface on the weather face of the final product. The glaze on the terra-cotta unit possessed excellent weathering properties when properly maintained. It had rich color and provided a hard surface that was not easily chipped off. Glazing offered unlimited and fade-resistant colors to the designer. Even today, few building

materials can match the glazes on terra-cotta for the range and, most importantly, the durability of colors.

### Types of Terra-Cotta

Historically there are four types or categories of terra-cotta which have enjoyed wide use in the history of the American building arts: 1) brownstone, 2) fireproof construction, 3) ceramic veneer, and 4) glazed architectural.

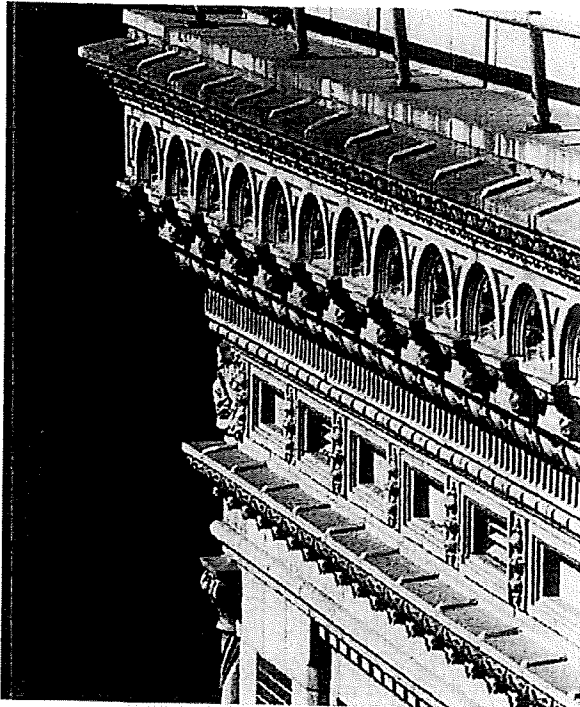
*Brownstone* terra-cotta is the variety of this masonry material used earliest in American buildings (mid- to late 19th century). The brownstone type is a dark red or brown block either glazed (usually a slip glaze) or unglazed. It was hollow cast and was generally used in conjunction with other masonry in imitation of sandstone, brick or real brownstone. It is often found in the architecture of Richard Upjohn, James Renwick, H. H. Richardson and is associated with the Gothic and Romanesque Revival movements through such ornamental detailing as moldings, finials and capitals.

*Fireproof construction* terra-cotta was extensively developed as a direct result of the growth of the High Rise building in America. Inexpensive, lightweight and fireproof, these rough-finished hollow building blocks were ideally suited to span the I-beam members in floor, wall and ceiling construction (Fig. 3). Certain varieties are still in production today, although fireproof construction terra-cotta is no longer widely employed in the building industry.

*Ceramic veneer* was developed during the 1930s and is still used extensively in building construction today. Unlike traditional architectural terra-cotta, ceramic veneer is not hollow cast, but is as its name implies: a veneer of glazed ceramic tile which is ribbed on the back in much the same fashion as bathroom tile. Ceramic veneer is frequently attached to a grid of metal ties which has been anchored to the building.

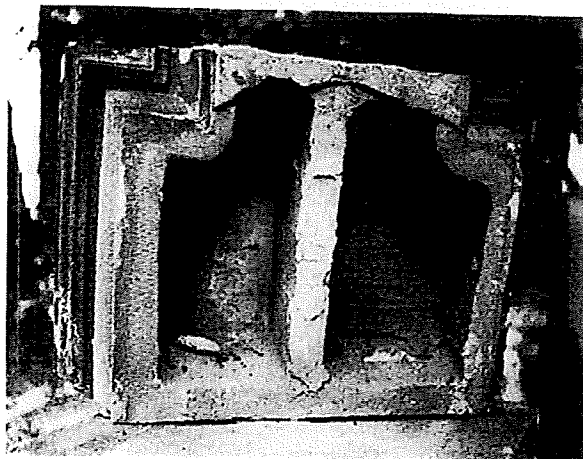
*Glazed architectural* terra-cotta was the most complex development of terra-cotta as a masonry building material in this country. The hollow units were hand cast in molds or carved in clay and heavily glazed (often in imitation of stone) and fired. Sometimes called “architectural ceramics,” glazed architectural terra-cotta was developed and refined throughout the first third of the 20th century and has been closely associated with the architecture of Cass Gilbert, Louis Sullivan, and Daniel H. Burnham, among others. Significant examples in this country include the Woolworth Building (1913) in New York City and the Wrigley Building (1921) in Chicago.

Late 19th and early 20th century advertising promoted the durable, impervious and adaptable nature of glazed archi-



**Figure 1. Terra-Cotta Detailing.** *Adaptable to every nuance of color, texture, and modeling, glazed architectural terra-cotta was ideally suited to satisfy the tastes of an eclectic age. Its popularity was, however, short lived; it endured only 30 or 40 years after its introduction as a building material late in the 19th century. (Larry Payne, Houston, Texas)*

tectural terra-cotta. It provided for crisp, vigorous modeling of architectural details as the molds were cast directly from clay prototypes without loss of refinement. Glazed architectural terra-cotta could accommodate subtle nuances of modeling, texture and color. Compared to stone, it was easier to handle, quickly set and more affordable to use. Thought to be fireproof and waterproof, it was readily adaptable to structures of almost any height. The cost of molding the clay, glazing and firing the blocks, when compared to carving



**Figure 2. Webbing.** *Webbing, or the hollow internal compartment construction of glazed architectural terra-cotta blocks, made them inexpensive to produce, easy to handle and light in construction; these were significant factors in the popularity of the material in the first decades of this century.*

stone, represented a considerable savings, especially when casts were used in a modular fashion—that is, repeated over and over again. Maintenance of the fired and glazed surface was easy; it never needed paint and periodic washings restored its original appearance.

With the passage of time, many of the phenomenal claims of the early proponents of glazed architectural terra-cotta have proven true. There are many examples throughout this country that attest to the durability and permanence of this material. Yet present-day deterioration of other significant glazed architectural terra-cotta resources ultimately belie those claims. Why? Historically, the lack of foresight or understanding about the nature and limitations of the material has, in many instances, allowed serious deterioration problems to occur that are only now becoming apparent.

#### Characteristics of Glazed Architectural Terra-Cotta as a Building Material

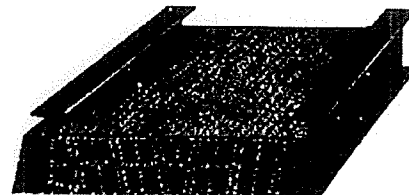
Glazed architectural terra-cotta has many material properties similar to brick or stone. It also has many material properties radically different from those traditional masonry materials. It is those differences which must be considered for a better understanding of some of the material characteristics of glazed architectural terra-cotta when it is used as a building material.

**Difficult to identify:** Glazed architectural terra-cotta probably comprises one of the largest if not the largest constituent material in some of our urban environments today. However, the infinite varieties of glazing have hidden this fact from the casual observer. One of the attractive features of glazed architectural terra-cotta in its time was that it could be finished (glazed) in exact imitation of stone. In fact, many building owners and architects alike are often surprised to discover that what they presumed to be a granite or limestone building is glazed architectural terra-cotta instead.

**Two separate systems:** Historically, glazed architectural terra-cotta has been used in association with two specific and very different types of building systems: as part of a traditional *load-bearing* masonry wall in buildings of modest height, and as a *cladding material* in High Rise construction. As cladding, glazed architectural terra-cotta often utilized an extensive metal anchoring system to attach it or to "hang it" onto a wall framing system or superstructure (Fig. 4). In the first instance the anchoring was limited; in the second, the anchoring was often extensive and complex. Likewise, in the first instance, deterioration has generally been limited. However, where glazed architectural terra-cotta was used as clad-



Section Through Typical Arch



Perspective of Typical Arch

**Figure 3. Fireproof construction terra-cotta.** *Perspective and section through fireproof construction terra-cotta and I-beam detailing in industrial floor construction. (Detail, "Sweets" Industrial Catalogue of Building Construction, 1906)*

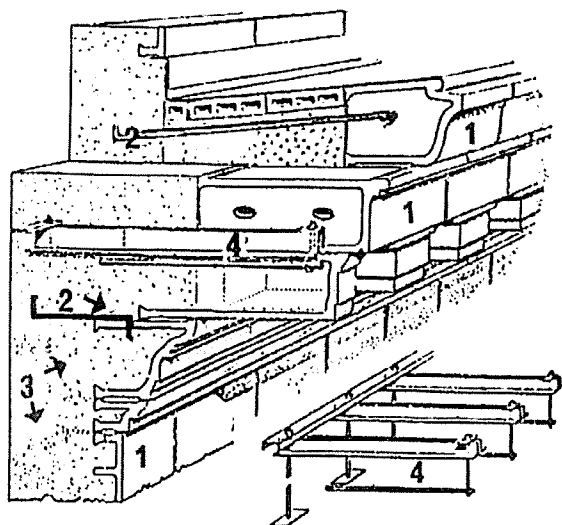


Figure 4. Typical Construction Detail of Glazed Architectural Terra-Cotta Ornament. Construction detailing was often complex. The terra-cotta units (1) which were laid in mortar were fitted with holes or slots to receive the metal anchors (2) (often called "Z" straps or "light iron") which were often fitted directly to the building frame. Masonry backfill (3) (either brick or poured cement) was laid between the terra-cotta units, with the building frame encasing the metal anchor. Overhanging or protruding elements were further secured by metal dowels or outriggers (4). (Detail, Architectural Terra Cotta, Charles E. White, Jr., 1920)

ding, particularly in high rise construction, present-day deterioration and failure are often severe.

**Complexity of deterioration:** Deterioration is, by nature of the design, infinitely complex—particularly when glazed architectural terra-cotta has been used as a cladding material. Deterioration creates a "domino"-like breakdown of the whole system: glazed units, mortar, metal anchors, and masonry backfill. In no other masonry system is material failure potentially so complicated.

**Poor original design:** The root of deterioration in glazed architectural terra-cotta systems often lies in a misapplication of the material. Historically, glazed architectural terra-cotta was viewed as a highly waterproof system needing neither flashing, weep holes nor drips. This supposition, however, has proved to be untrue, as serious water-related failure was evident early in the life of many glazed architectural terra-cotta clad or detailed buildings.

#### Common Deterioration Problems

No one case of deterioration in glazed architectural terra-cotta is ever identical to another owing to the infinite number of variations with the material: original manufacture, original installation inconsistencies, number of component parts, ongoing repairs or the various types and sources of deterioration. However, certain general statements may be made on the nature of glazed architectural terra-cotta deterioration.

Material failure can most commonly be attributed to water-related problems. However, less frequent though no less severe causes may include: faulty original craftsmanship, which is often cited but hard to determine; stress-related deterioration; damage caused by later alterations and additions; or inappropriate repairs.

**Water-related deterioration:** As with most building conservation and rehabilitation problems, water is a principal source of deterioration in glazed architectural terra-cotta. Terra-cotta systems are highly susceptible to such complex water-

related deterioration problems as glaze crazing, glaze spalling and material loss, missing masonry units and deteriorated metal anchoring, among others.

**Crazing,** or the formation of small random cracks in the glaze, is a common form of water-related deterioration in glazed architectural terra-cotta. When the new terra-cotta unit first comes from the kiln after firing, it has shrunken (dried) to its smallest possible size. With the passage of time, however, it expands as it absorbs moisture from the air, a process which may continue for many years. The glaze then goes into tension because it has a lesser capacity for expansion than the porous tile body; it no longer "fits" the expanding unit onto which it was originally fired. If the strength of the glaze is exceeded, it will crack (craze) (Fig. 5). Crazing is a process not unlike the random hairline cracking on the surface of an old oil painting. Both may occur as a normal process in the aging of the material. Unless the cracks visibly extend into the porous tile body beneath the glaze, crazing should not be regarded as highly serious material failure. It does, however, tend to increase the water absorption capability of the glazed architectural terra-cotta unit.

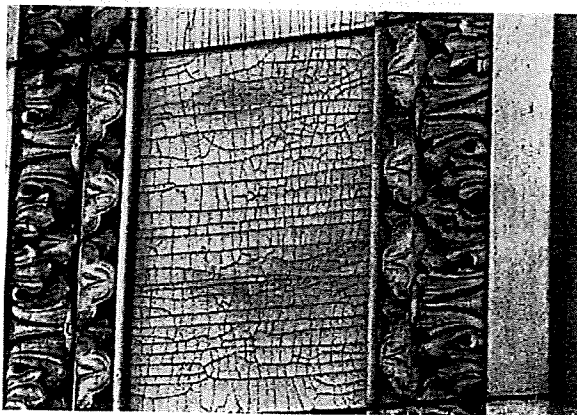
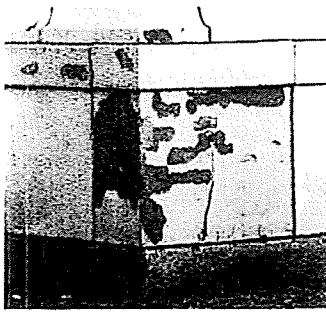


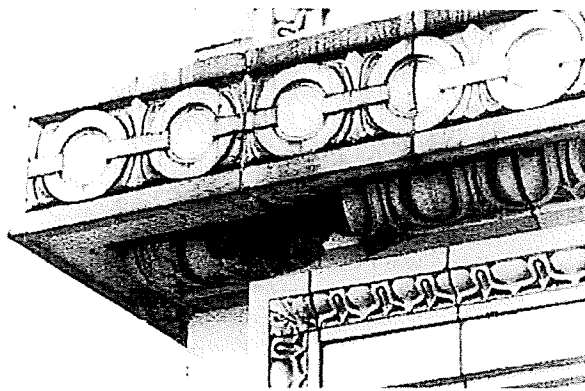
Figure 5. Crazing. Water and air-borne moisture entering the glazed architectural terra-cotta causes expansion of the porous clay body which increases its volume. This, in turn, is sufficient to upset the "fit" of the glaze and to make it shatter, commonly called crazing.

**Spalling,** the partial loss of the masonry material itself, is, like crazing, caused by water and is usually a result not only of air-borne water but more commonly of water trapped within the masonry system itself. Trapped water is often caused by poor water detailing in the original design, insufficient maintenance, rising damp or a leaking roof. In most cases, trapped water tends to migrate outward through masonry walls where it eventually evaporates. In glazed architectural terra-cotta, the water is impeded in its journey by the relatively impervious glaze on the surface of the unit which acts as a water barrier. The water is stopped at the glaze until it builds up sufficient pressure (particularly in the presence of widely fluctuating temperatures) to pop off sections of the glaze (glaze spalling) or to cause the wholesale destruction of portions of the glazed architectural terra-cotta unit itself (material spalling).

Glaze spalling may appear as small coin-size blisters where the glaze has ruptured and exposed the porous tile body beneath (Fig. 6). This may occur as several spots on the surface or, in more advanced cases of deterioration, it may result in the wholesale disappearance of the glaze. Spalling of the glaze may also be symptomatic of deterioration (rusting) of the internal metal anchoring system which holds the terra-cotta units together and to the larger building structure. The increase in volume of the metal created by rusting creates increased internal pressures in the terra-cotta unit which, in



**Figure 6. Glaze Spalling.** Blistering of the glaze, like crazing, is the result of the increase in water in the porous clay body and the subsequent destruction of the glaze as a result of water migration and pressure. Glaze spalling may also be caused by deterioration of metal anchors behind the terra-cotta unit.



**Figure 7. Material Spalling.** Excessive expansion of the porous tile body caused by water and freezing temperatures produces major material spalling, a situation often difficult to repair.

turn, may spall the glaze, or in more extreme cases, cause material spalling.

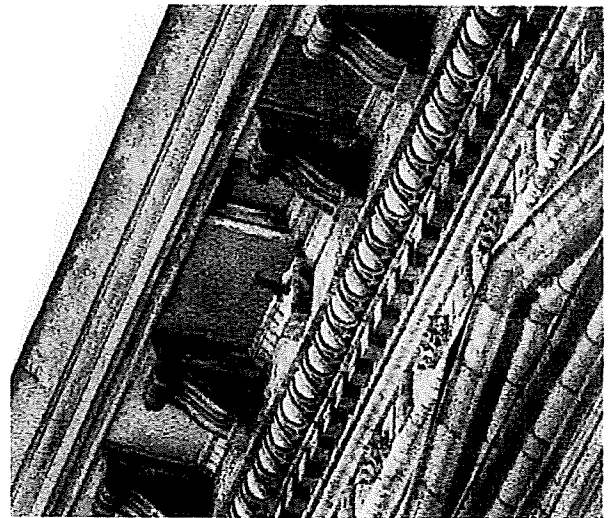
Material spalling is a particularly severe situation. Not only is the visual integrity of the detailing impaired, but a large area of the porous underbody, webbing and metal anchoring is exposed to the destructive effects of further water entry and deterioration (Fig. 7). Both glaze and material spalling must be dealt with as soon as possible.



**Figure 8. Deterioration of Exposed Detailing.** Exposed or freestanding terra-cotta detailing (parapets, urns, balusters, etc.) have traditionally been subject to the most severe vicissitudes of deterioration as a result of freezing temperatures and water. (Colorado State Historic Preservation Office)

Missing units is a serious situation which particularly plagues architectural terra-cotta systems. Unlike brick or stone, damaged glazed architectural terra-cotta is exceedingly difficult to replace. New production is extremely limited. Missing units create gaps which increase the structural load on the remaining pieces and also permit water to enter the system. Exposed or freestanding glazed architectural terra-cotta detailing (balusters, urns, parapet walls, etc.) are particularly susceptible to extensive loss of material (Fig. 8). These elements face the most severe vicissitudes of water- and temperature-related deterioration in direct proportion to the extent of their exposure. The replacement of missing units should be a high priority work item in the rehabilitation of glazed architectural terra-cotta.

**Deterioration of metal anchoring:** Deteriorated anchoring systems are perhaps the most difficult form of glazed architectural terra-cotta deterioration to locate or diagnose. Often, the damage must be severe and irreparable before it is noticed on even the most intense "prima facie" examination. Water which enters the glazed architectural terra-cotta system can rust the anchoring system and substantially weaken or completely disintegrate those elements. Where water has been permitted to enter the system, some deterioration has more than likely taken place. Partial deterioration results in staining and material spalling. Total deterioration and the lack of any anchoring system may result in the loosening of the units themselves, threatening the architectural or structural integrity of the building. Recently, falling glazed architectural terra-cotta units have become a serious safety concern to many building owners and municipal governments (Fig. 9). Early detection of failing anchoring systems is exceedingly difficult.



**Figure 9. Deterioration of Metal Anchoring and Masonry Backfill.** Trapped water may deteriorate masonry backfill or rust metal anchoring causing overhanging architectural elements to loosen and drop from the building. This is particularly true when unmaintained roof drainage systems fail and soak the masonry system. Note the exposed metal anchoring.

**Deterioration of mortar and other adjacent materials:** Deteriorated mortar has always been a key to the survival or failure of any masonry system. This is particularly true with glazed architectural terra-cotta. In recognition of the fragile nature of the system, the need for insuring a relatively dry internal system is important. Sound mortar is the "first line" of defense in terra-cotta systems. It is a maintenance "must." Deteriorated mortar joints are a singularly culpable source of water and, therefore, of deterioration. Mortar deterioration may result from improper original craftsmanship or air-

and water-borne pollution. More often, however, lack of ongoing maintenance is mainly responsible. Deteriorated mortar should not be overlooked as a major source of glazed architectural terra-cotta failure.

The deterioration of materials adjoining the glazed architectural terra-cotta (flashing, capping, roofing, caulking around windows and doors) bears significant responsibility in its deterioration. When these adjoining materials fail, largely as a result of lack of maintenance, water-related deterioration results. For instance, it is not uncommon to find wholesale terra-cotta spalling in close proximity to a window or doorway where the caulking has deteriorated.

**Stress-related deterioration:** Stress-related deterioration of glazed architectural terra-cotta frequently occurs in high rise buildings. The evolution of stress relieving details (flexible joints, shelf angles, etc.) occurred late in the development of American building construction. Consequently, most early continuously clad High Rise buildings (c. 1900–1920s) had little or no provisions for normal material and building movement in their original design. The development of large stress-related cracks or wholesale material deterioration is often caused by unaccommodated building-frame shortening under load, thermal expansion and contraction of the façade and moisture expansion of the glazed architectural terra-cotta units themselves (Fig. 10). Cracks running through many units or stories or large areas of material deterioration often indicate stress-related problems. This sort of deterioration, in turn, permits significant water entry into the terra-cotta system.

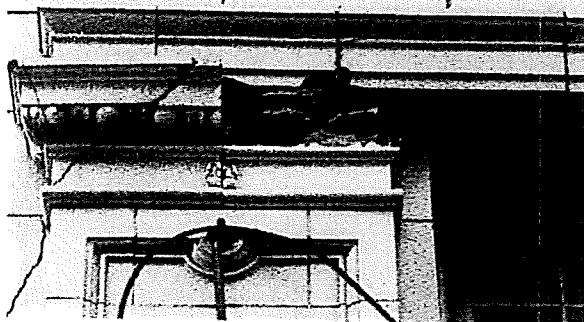


Figure 10. Structural Cracking. Structural cracking, whether static (nonmoving) or dynamic (moving or active), should be caulked to prevent water entry into the glazed architectural terra-cotta system. Note the exposed webbing.

**Inappropriate repairs:** Inappropriate repairs result because using new terra-cotta for replacement of deteriorated or missing glazed architectural terra-cotta has generally been impractical. Repairs, therefore, have traditionally been made in brick or cementitious build ups of numerous materials such as stucco or fiberglass. Some materials are appropriate temporary or permanent replacements, while others are not. (These issues are discussed at a later point in this report.) However, improper anchoring or bonding of the repair work or visual incompatibility of repairs have themselves, with the passage of time, become rehabilitation problems: replacement brick that is pulling free, cement stucco that is cracking and spalling, or a cement or bituminous repairs that are not visually compatible with the original material.

**Alteration damage:** Alteration damage has occurred as a result of the installation of such building additions as signs, screens, marquees or bird proofing. These installations often necessitated the boring of holes or cutting of the glazed architectural terra-cotta to anchor these additions to the building frame beneath. As the anchoring or caulking deteriorated, or as these elements were removed in subsequent renovation

work, these holes have become significant sources of water-related damage to the glazed architectural terra-cotta system.

#### Deterioration Inspection and Analysis

Certain deterioration in glazed architectural terra-cotta may be on the building surface and patently obvious to the casual observer—crazing, spalling, deterioration of mortar joints. Other deterioration may be internal or within the masonry system and hard to determine—deterioration of anchoring, deterioration behind the glaze, crumbling of internal webbing. *Prima facie*, “first inspection,” examination may indicate surface deterioration problems while not revealing others. This demonstrates one of the most frustrating aspects of dealing with deteriorated glazed architectural terra-cotta: that there are two systems or levels of deterioration, one which is visible and the other which is not.

Material failure in glazed architectural terra-cotta is necessarily complex. For this reason, it is generally advised that the examination and repair of this material should be the responsibility of an experienced professional. Few restorationists have experience in the inspection, repair and replacement of glazed architectural terra-cotta. This is certainly never the province of the amateur or the most well-intentioned but inexperienced architect or engineer. There are some methods of internal and external inspection and analysis which are relatively simple to the trained professional. Other methods, however, are expensive, time consuming, and only in the experimental stage at this writing. These all generally preclude the use of anyone but an experienced professional.

**Preliminary cleaning:** Before a terra-cotta building is analyzed for deterioration, it is often advisable, but not always necessary, to clean the surface of the material. This is particularly true when the material has been exposed to the vicissitudes of heavy urban pollution. While most building materials are cleaned for “cosmetic” purposes, the cleaning of glazed architectural terra-cotta for the purpose of inspection and analysis may be advised. Dirt on glazed architectural terra-cotta often hides a multitude of problems. It is only with cleaning that these problems become obvious. Recommended cleaning procedures are covered later in the report.

#### Methods of inspection:

**Prima facie analysis** is the unit by unit, first-hand, external inspection of the glazed architectural terra-cotta building surface. Special note of all visible surface deterioration (staining, crazing, spalling, cracking, etc.) should be made on elevation drawings. Binoculars are often used where cost, height, or inaccessibility prevent easy inspection. However, much deterioration may go unnoticed unless scaffolding or window-washing apparatus is used in a true “hands on” inspection of each unit of the façade.

**Tapping**, a somewhat inexact method of detection of internal deterioration is, nevertheless, the most reliable inspection procedure presently available. Quite simply, tapping is the striking of each unit with a wooden mallet. When struck, an undamaged glazed architectural terra-cotta unit gives a pronounced ring, indicating its sound internal condition. Conversely, deteriorated units (i.e., units which are failing internally) produce a flat, hollow sound. Metal hammers are never to be used, as they may damage the glazed surface of the unit. Extensive experience is the best teacher with this inspection method.

**Infrared scanning** is only in the experimental stage at this time, but its use seems to hold great promise in locating deteriorated internal material in terra-cotta. All materials emit heat—heat which can be measured in terms of infrared light. While infrared light cannot be seen by the human eye, it can be measured by infrared scanning. Infrared photography, a kind of infrared scanning, has been of particular use in detecting sources of heat loss in buildings in recent years.

Broken or loose internal terra-cotta pieces have a less firm attachment to the surrounding firm or attached pieces and, therefore, have different thermal properties, i.e., temperatures. These temperature differences become evident on the infrared scan and may serve as a fair indication of internal material deterioration in terra-cotta.

*Sonic testing* has been successfully used for some time to detect internal cracking of concrete members. In the hands of an experienced operator, there are conditions where it can detect internal failure in glazed architectural terra-cotta. Sonic testing registers the internal configuration of materials by penetrating the material with sound waves and reading the patterns that "bounce back" from the originating source of the sound. Readings at variance with those from undeteriorated material might indicate collapsed webbing or pools of water in the interior of the terra-cotta unit.

*Metal detection* is a nondestructive and generally useful way of locating the position of internal metal anchoring. Metal detectors indicate the presence of metals by electro-magnetic impulses. These impulses are transmitted onto an oscilloscope where they may be seen or they are converted to sound patterns which may be heard by the operator. Original drawings are eminently useful in predicting where internal metal anchoring should be. Metal detectors can confirm that indeed they are still there. Without original drawings, the contractor or architect can still locate the metal anchoring, however. No reading where an anchor would be expected could indicate a missing anchor or one that has seriously deteriorated. The information produced by metal detection is, at best, only rough. However, it is the most viable way of locating the internal metal anchoring without physically removing, thus irreparably damaging, the glazed architectural terra-cotta units themselves.

*Laboratory analysis* may be carried out on samples of removed original material to find glaze absorption, permeability or glaze adhesion, or to evaluate material for porosity. These tests are useful in determining the present material characteristics of the historic glazed architectural terra-cotta and how they may be expected to perform in the future.

#### Maintenance, Repair and Replacement

Deterioration in glazed architectural terra-cotta is, by definition, insidious in that the outward signs of decay do not always indicate the more serious problems within. It is, therefore, of paramount importance that the repair and replacement of deteriorated glazed architectural terra-cotta not be undertaken unless the causes of that deterioration have been determined and repaired. As mentioned before, one of the primary agents of deterioration in glazed architectural terra-cotta is water. Therefore, water-related damage can be repaired only when the sources of that water have been eliminated. Repointing, caulking and replacement of missing masonry pieces are also of primary concern. Where detailing to conduct water in the original design has been insufficient, the installation of new flashing or weep holes might be considered.

Where stress-related or structural problems have caused the deterioration of glazed architectural terra-cotta, the services of a structural engineer should be sought to mitigate these problems. This may include the installation of relieving joints, shelf angles or flexible joints. In any case, stress-related and structural deterioration, like water-related deterioration, must be stopped before effective consolidation or replacement efforts may begin.

**Cleaning:** The successful cleaning of glazed architectural terra-cotta removes excessive soil from the glazed surface without damaging the masonry unit itself. Of the many cleaning materials available, the most widely recommended are water, detergent, and a natural or nylon bristle brush. More

stubborn pollution or fire-related dirt or bird droppings can be cleaned with steam or weak solutions of muriatic or oxalic acid.

*A note of caution:* Any acids, when used in strong enough solutions, may themselves deteriorate mortar and "liberate" salts within the masonry system, producing a situation called efflorescence. For further information on this situation, refer to: "Preservation Briefs 1: The Cleaning and Waterproof Coating of Masonry Buildings," Heritage Conservation and Recreation Service, Department of the Interior, Washington, D.C.

Commercial cleaning solutions may be appropriate but probably are not necessary when water and detergent will suffice. There are, however, certain cleaning techniques for glazed architectural terra-cotta which are definitely *not* recommended and which would damage the surface of the material. These include: all abrasive cleaning measures (especially sandblasting), the use of strong acids (particularly fluoride-based acids), high-pressure water cleaning and the use of metal bristle brushes. All of these techniques will irreparably harm the glaze in one fashion or another and subsequently expose the porous tile body to the damaging effects of water.

It is important to remember that glazed architectural terra-cotta was designed to be cleaned cheaply and easily. This, in fact, was one of its major assets and was much advertised in the selling of the material early in this century.

**Waterproofing:** The covering of crazed glazing (see Fig. 5) with waterproof coatings is the subject of an on-going controversy today. The question involves whether or not the micro-cracks conduct substantial amounts of water into the porous tile body. Tests indicate that the glaze on new unexposed terra-cotta is itself not completely waterproof. Some testing also indicates that most crazing on historic glazed terra-cotta does not substantially increase the flow of moisture into the porous tile body when compared to new material. Excessive and serious crazing is, however, an exception and the coating of those areas on a limited scale may be wholly appropriate.

In an effort to stem water-related deterioration, architects and building owners often erroneously attribute water-related damage to glaze crazing when the source of the deterioration is, in fact, elsewhere: deteriorated caulking, flashing, etc. The waterproof coating of glazed architectural terra-cotta walls may cause problems on its own. Outward migration of water vapor normally occurs through the mortar joints in these systems. The inadvertent sealing of these joints in the wholesale coating of the wall may exacerbate an already serious situation. Spalling of the glaze, mortar, or porous body will, more than likely, result.

**Repointing:** Repointing of mortar which is severely deteriorated or improperly or infrequently maintained is one of the most useful preservation activities that can be performed on historic glazed architectural terra-cotta buildings. On-going and cyclical repointing guarantees the long life of this material. Repointing should always be carried out with a mortar which has a compressive strength (measured in p.s.i.) *lower* than the adjacent masonry unit. Hard (Portland cement) or coarsely screened mortars may cause point loading and/or prevent the outward migration of the water through the mortar joints, both of which ultimately damage the terra-cotta unit. Repointing with waterproof caulking compounds or similar waterproof materials should never be undertaken because, like waterproof coatings, they impede the normal outward migration of moisture through the masonry joints. Moisture then may build sufficient pressure behind the waterproof caulk and the glaze on the terra-cotta to cause damage to the unit itself.

**Repair of glaze spalling:** Glaze spalling is also a highly culpable source of water-related deterioration in glazed archi-



tectural terra-cotta. It is important to coat or seal these blistered areas (see Fig. 6) and to prevent further entry of water into the system by this route. All loose or friable material should be removed. This may be done easily by hand; chisels or similar small tools are most effective. The exposed material is then painted over. At this time, no permanently effective reglazing materials are available. However, there are several acrylic-based proprietary products and masonry paints which can be used effectively to protect these exposed areas, thus preventing the entry of water. These materials are effective for 5 to 7 years and can be reapplied. They also can be tinted to approximate closely the original glaze color.

**Repair of minor material spalling:** Minor material spalling, where visual or cosmetic considerations are negligible, should be treated in a manner similar to glaze spalling damage. That is, areas where small portions of the body and glaze have spalled and which are far removed from close scrutiny (i.e., detailing on entablatures, upper story windows, etc.) are best remedied by painting with a masonry paint or an acrylic-based proprietary product. Units on which material spalling is easily observed (on the street level, door surrounds, etc.), and on which visual integrity is a consideration, may be better replaced. Patching is not appropriate. Stucco-like or cementitious build-ups are difficult to form satisfactorily, safely and compatibly in situ to replace missing pieces of glazed architectural terra-cotta. Cementitious repairs never satisfactorily bond to the original material. The differential expansion coefficients of the two materials (the repair and the original) preclude a safe, effective and long-term attachment.

**Repair of major spalling:** Glazed architectural terra-cotta units, which have spalled severely thereby losing much of their material and structural integrity in the wall, should be replaced. Partial in situ repair will not be long lasting and may, in fact, cause complicated restoration problems at a later date. Appropriate methods of replacement are discussed at a later point in this report.

**Temporary stabilization:** Stabilization measures are necessary when deterioration is so severe as to create a situation where pieces of glazed architectural terra-cotta may fall from the building. This is a particular concern with greatly exposed detailing: cornices, balconies, balustrades, urns, columns, buttresses, etc. Restoration work on these pieces is expensive and often must be carried on over a period of time. Unstable terra-cotta pieces are often removed or destroyed in lieu of such measures. This is particularly true in areas of heavy traffic-related vibrations or in earthquake zones. There are, however, less severe measures which may be employed on a temporary basis. Substantial success has been achieved in securing unstable glazed architectural terra-cotta pieces with metal strapping and nylon net (Fig. 11). While these measures should not be seen as permanent preservation solutions, they do offer temporary alternatives to the wanton destruction of significant glazed architectural terra-cotta detailing in the name of public safety and local code compliance.

**Repair of addition and structural damage:** Holes, sign anchors, slots for channel steel, or structural cracking in the surface of glazed architectural terra-cotta cladding should be permanently sealed with a material that will expand with the normal dynamics of the surrounding material, yet effectively keep water out of the system. Any one of a number of commercially available waterproof caulking compounds would be appropriate for this work. Holes and static (nonmoving) cracks may be caulked with butyl sealants or acrylic latex caulks. For dynamic (moving or active) cracks, the polysulfide caulks are most often used, although others may be safely employed. It is, however, important to remember that these waterproof caulking compounds are not viable repointing materials and should not be used as such.

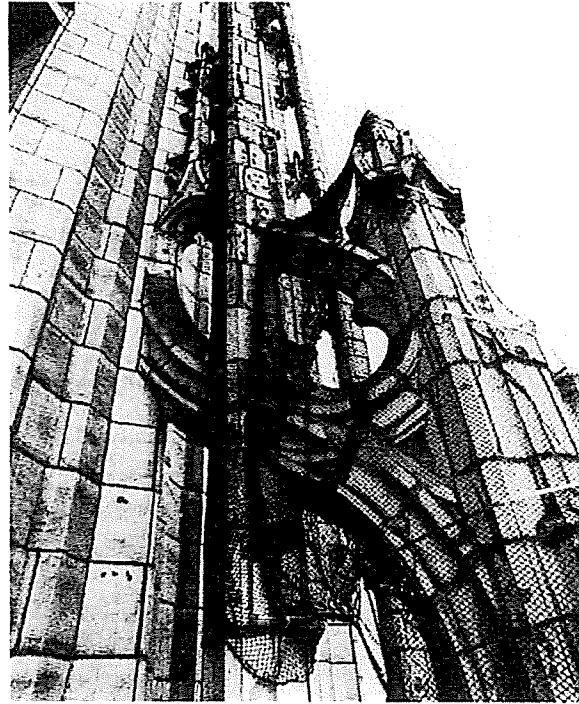


Figure 11. Temporary Stabilization Measures. Falling glazed architectural terra-cotta detailing has become a source of concern, particularly in dense urban areas and locations of high seismic activity. Nylon netting and metal strapping, while not seen as permanent preservation measures, do offer a temporary alternative to the removal of these elements.

**Temporary replacement:** Temporary replacement measures should be implemented when missing units are scheduled to be replaced but work cannot be undertaken immediately. Lengthy delivery time, prorating of work or seasonal considerations may postpone replacement work. Severe deterioration should at least be ameliorated until work can begin. Temporary repointing, removal and saving of undamaged units to be reset later, or the temporary installation of brick infill to retard further deterioration might be considered.

**Removing earlier repairs:** Removing earlier repairs may be necessary when the work has either deteriorated or has become visually incompatible. Cementitious stucco, caulks with black bituminous compounds or brick repair work may become structurally or visually unstable or incompatible and should be removed and properly rehabilitated.

**Replacement of glazed architectural terra-cotta:** Replacement of severely spalled, damaged, or missing glazed architectural terra-cotta elements is always difficult. Certainly, in-kind replacement is advisable, but it has a number of drawbacks. Stone, fiberglass, and precast concrete are also viable choices, but like in-kind replacement, also have their inherent problems.

*Several notes on replacement:* When replacing glazed architectural terra-cotta, all of the original deteriorated material should be completely removed. Half bricks or similar cosmetic replacement techniques are not advised.

—When possible and where applicable, replacement units should be anchored in a manner similar to the original. Both structural and visual compatibility are major considerations when choosing replacement materials.

—Removing and reanchoring damaged glazed architectural terra-cotta is an extremely difficult if not impossible task. The complexity of the interlocking system of masonry units, back-

fill, and metal anchoring system precludes the removal of the glazed architectural terra-cotta unit without destroying it. Reanchoring deteriorated units is likewise impossible. Therefore, if the terra-cotta in question is loose, severely deteriorated, or its structural integrity in serious question, it is best removed and replaced.

*In-kind* replacement is possible today, but only on a limited basis. Most new glazed architectural terra-cotta is machine made, not hand made as the original. Thus, the porous tile body of the new material tends to be more uniform but less dense and often not as durable. The glaze on the new glazed architectural terra-cotta tends to be thinner than that on the older material and subsequently more brittle. Machine processing has also produced a glaze that is uniform in color as opposed to historic glazes which were slightly mottled and, therefore, richer. Visual compatibility is an important consideration when replacing in-kind.

Only a fairly limited inventory of in-kind pieces is presently available for replacement such as plain ashlar blocks and the simpler details such as cappings and sills. When deterioration severely damages the more ornate pieces (urns, cartouche work, balusters, etc.) either expensive hand casting or alternative materials must be sought. There is a tendency today to replace damaged ornamental work with simpler, cheaper and more readily available units. This decision *cannot*, however, be supported, as the removal of this work inevitably diminishes the character and integrity of the building. Another major consideration in choosing in-kind replacement is the question of delivery time, which is often quite lengthy. If new glazed architectural terra-cotta is chosen as a replacement material, the architect or building owner should plan far in advance.

*Stone* may be a suitable replacement material for damaged glazed architectural terra-cotta. Its durability makes it highly appropriate, although the increase in weight over the original hollow units may be of some concern. The fact that historic glazed architectural terra-cotta was glazed in imitation of stone, however, may make the choice of stone as a replacement material a fortuitous one. Metal anchoring may be accommodated easily in the carving. Cost, however, is the major drawback in stone replacement, particularly where rich detailing must be carved to match the original.

*Fiberglass* replacement is a viable alternative, particularly when rich and elaborate ornamentation has to be duplicated. Casting from original intact pieces can produce numerous sharp copies of entablatures, moldings, balusters, voussoirs, etc. Anchoring is easily included in casting.

Significant drawbacks in using fiberglass replacement are color compatibility, fire code violations and poor weathering and aging properties. The appropriate coloring of fiberglass is exceedingly difficult in many instances. Painting is often unsatisfactory, as it discolors at a rate different than that of the historic glazed original. While fiberglass casting is lighter than the original units and, therefore, of great interest in the rehabilitation of buildings in areas of high seismic activity, many fire code requirements cannot be met with the use of this material.

*Precast concrete* units show great promise in replacing glazed architectural terra-cotta at this writing. Precast concrete units can, like fiberglass, replicate nuances of detail in a modular fashion; they can also be cast hollow, use light-weight aggregate and be made to accommodate metal anchoring when necessary. Concrete can be colored or tinted to match the original material with excellent results. It is cost effective and once production is in process, precast concrete can be produced quickly and easily.

Experience shows that it is advisable to use a clear masonry coating on the weather face of the precast concrete units to guarantee the visual compatibility of the new unit, to prevent

moisture absorption, to obtain the proper reflectivity in imitation of the original glaze and to prevent weathering of the unit itself. Precast concrete replacement units are presently enjoying great use in replicating historic glazed architectural terra-cotta and show promise for future rehabilitation programs.

Once the replacement material is selected (new glazed architectural terra-cotta, stone, precast concrete, or fiberglass), it must be reanchored into the masonry system. Original metal anchoring came in numerous designs, materials and coatings ranging from bituminous-coated iron to bronze. While most of these anchors are no longer available, they may be easily replicated in large quantities either in the original material when appropriate or out of more durable and available metals such as stainless steel.

Since the masonry backfill is already in place in the historic building, the new replacement unit with anchoring may simply be fitted into the existing backfill by boring a hole or slot for anchor and bedding the anchor and the unit itself in mortar. When replacing historic glazed architectural terra-cotta which originally employed metal anchoring, it is important to replace that anchoring when replacing the unit. Serious problems may result if anchoring is omitted in restoration when it was used originally. It is erroneous to assume that mortar alone will be sufficient to hold these replacement pieces in place.

#### Summary

Today, many of this country's buildings are constructed of glazed architectural terra-cotta. However, many of these are in a state of serious deterioration and decay. Glazed architectural terra-cotta was, in many ways, the "wonder" material of the American building industry in the late 19th century and during the first decades of the 20th century. New technology and methods of rehabilitation now hold promise for the restoration and rehabilitation of these invaluable and significant resources. Restoration/rehabilitation work on glazed architectural terra-cotta is demanding and will not tolerate half-way measures. Today's preservation work should equal the spirit, attention to detail, pride in workmanship and care which characterized the craftsmanship associated with this widely used, historic masonry material.

#### Suggested Further Readings

"Recipes for Baked Earth." *Progressive Architecture*, (November, 1977).

McIntyre, W.A. *Investigations into the Durability of Architectural Terra Cotta*. Special Report 12. London: Department of Scientific and Industrial Research, Building Research Station, 1929.

Prudon, Theodore H.M. "Architectural Terra-Cotta: Analyzing the Deterioration Problems and Restoration Approaches." *Technology and Conservation*, Vol. 3 (Fall, 1978), pp. 30-38.

Prudon, Theodore H.M. *Terra Cotta as a Building Material. A Bibliography*. Ottawa, Ontario: Association for Preservation Technology, 1976.

The illustrations for this brief not specifically credited are from the files of the Technical Preservation Services Division.

This Preservation Brief was written by de Teel Patterson Tiller, Architectural Historian, Technical Preservation Services Division. Information for this publication was based in part upon interviews and consultation with Theodore H.M. Prudon, The Ehrenkrantz Group, P.C., New York, New York. Additional comments and information were provided by Si A. Bortz, Illinois Institute of Technology Research Institute, Chicago, Illinois, and Jerry G. Stockbridge, Wiss, Janney, Elstner, and Associates, Northbrook, Illinois.

This publication was prepared pursuant to Executive Order 11593, "Protection and Enhancement of the Cultural Environment," which directs the Secretary of the Interior to "develop and make available to Federal agencies and State and local governments information concerning professional methods and techniques for preserving, improving, restoring and maintaining historic properties." The Brief has been developed under the technical editorship of Lee H. Nelson, AIA, Chief, Preservation Assistance Division, National Park Service, U.S. Department of the Interior, Washington, D.C. 20240. Comments on the usefulness of this information are welcome and can be sent to Mr. Nelson at the above address. This publication is not copyrighted and can be reproduced without penalty. Normal procedures for credit to the author and the National Park Service are appreciated. June 1979.



# Forrest & Associate INC.

Quality Masonry Renovation/Construction Since 1960



9-14-16  
Baker Group  
4224 Hubbell Ave.  
Des Moines, Iowa 50317

Atten: Dave Weaver

Re: Terra Cotta Repairs on Woodbury County.

## PROPOSAL

We propose to furnish all labor, material and equipment necessary to complete the masonry portion of the above mentioned project on a time and material plus ten percent, and as stated below.

### INCLUDED IN THE ABOVE:

Rate as needed below:

Bricklayer Super: \$75.95 Per hour

Bricklayer: \$73.99 Per hour

Labor or truck driver: \$59.81 Per hour

PM: \$80.00 Per hour

Equipment will be at rental rates.(Star Equipment).

### EXCLUDED FROM THE ABOVE:

**Architect or Engineering Fees**

Winter Protection/Heat/Cover, hotel cost if needed, expense for staying overnight.

Anything Not Listed Herein

Please contact this office if you should have any questions.

Sincerely,

FORREST & ASSOCIATE, INC.

Robert D. Van Heeswyk

Project Coordinator

Sign \_\_\_\_\_ . Date \_\_\_\_\_ . Print \_\_\_\_\_ .



## Woodbury County Planning & Zoning

620 DOUGLAS ST • SIXTH FLOOR • SIOUX CITY, IA 51101

John Pylelo - Planning & Zoning Director • [jpylelo@woodburycountyiowa.gov](mailto:jpylelo@woodburycountyiowa.gov)

Peggy Napier - Clerk II • [pnapier@woodburycountyiowa.gov](mailto:pnapier@woodburycountyiowa.gov)

Telephone (712) 279-6557 • Fax (712) 279-6530

**Date:** September 14, 2016  
**To:** Property Owners within 1,000 feet  
**From:** John Pylelo, Director of Planning and Zoning  
Woodbury County, Iowa  
**Re:** Notice of Public Hearing on a Petition for Rezoning

A property owner within 1,000 feet of property owned by you has petitioned to rezone a portion of a parcel of property. The property owner, Lynette Mennen wishes to sell 2.833 acres of property with the buyer intending to construct a single family dwelling.

The property to be sold is currently zoned AP (Agricultural Preservation). Mennen has applied to have the parcel rezoned to AE (Agricultural Estates). The rezoning is requested to allow for a level of residential density of more than two residences per quarter-quarter.

The 2.833 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 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 2.833 acres are the most southerly portion of GIS Parcel #884723200001.

Location Mapping of the property to be rezoned is located on reverse page.

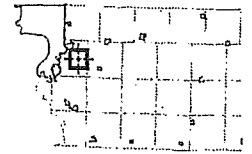
**A public hearing on this matter will be held before the Woodbury County Zoning Commission at their meeting beginning at 6:00 PM on Monday, September 26, 2016 in the Woodbury County Board Office Meeting Room, First Floor - Courthouse, 620 Douglas St. in Downtown Sioux City, IA. Please attend the hearing should you have questions or wish to provide comment on this matter.**

**Use the 7<sup>th</sup> Street entrance when entering and exiting the Courthouse. Be advised security procedures are now in place upon entering the building.**

**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				
	(Note: Not to be used on legal documents).				

Date created: 8/10/2016

Developed by  
The Schneider Corporation

2.833 Acres to be rezoned AE



## Woodbury County Planning & Zoning

---

620 DOUGLAS ST • SIXTH FLOOR • SIOUX CITY, IA 51101  
John Pylelo - Planning & Zoning Director • [jpylelo@woodburycountyiowa.gov](mailto:jpylelo@woodburycountyiowa.gov)  
Peggy Napier - Clerk II • [pnapier@woodburycountyiowa.gov](mailto:pnapier@woodburycountyiowa.gov)  
Telephone (712) 279-6557 • Fax (712) 279-6530

**Date:** September 14, 2016  
**To:** Property Owners within 1,000 feet  
**From:** John Pylelo, Director of Planning and Zoning  
Woodbury County, Iowa  
**Re:** Notice of Public Hearing on a Petition for Rezoning

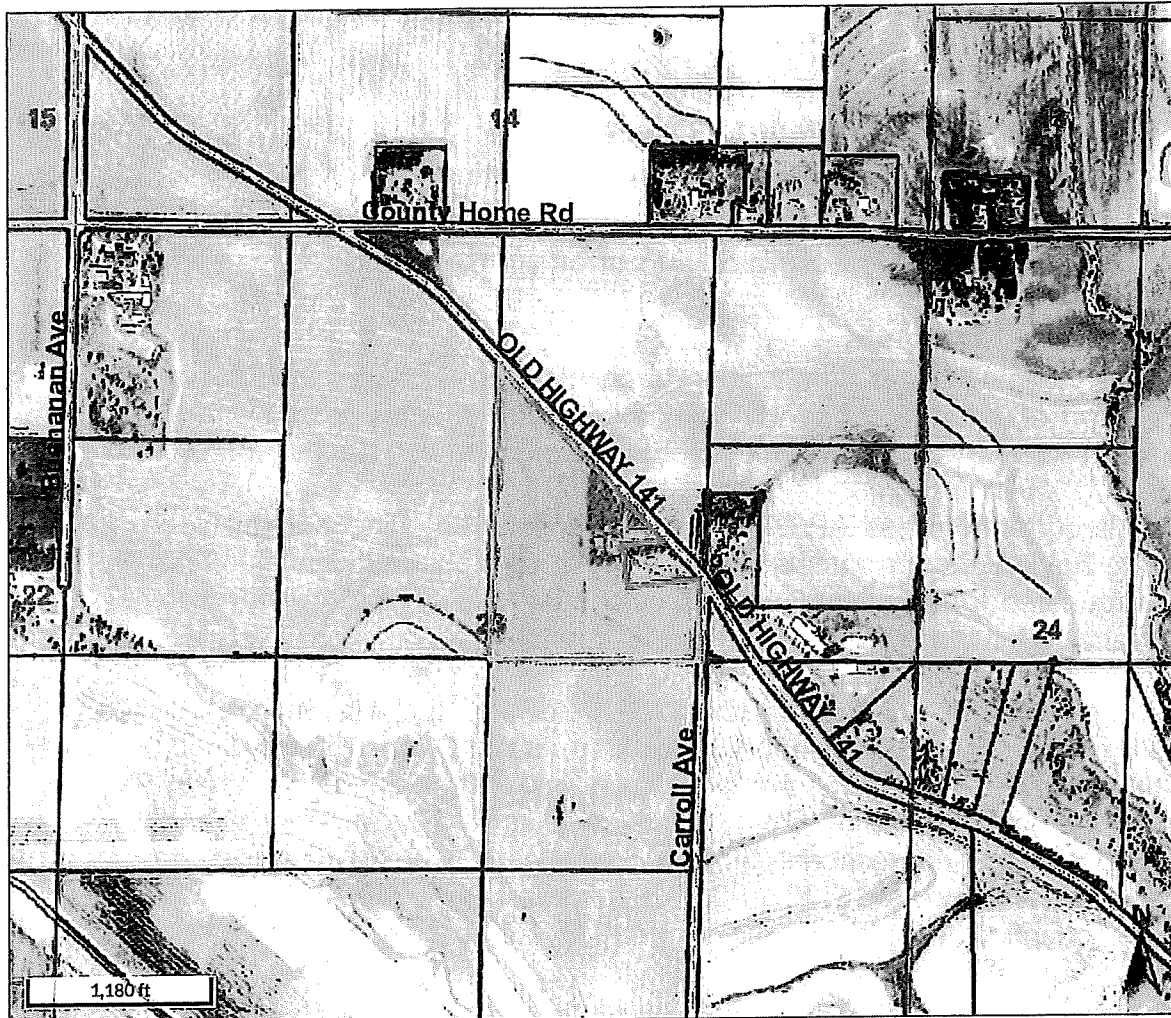
The Woodbury County Zoning Commission has submitted an petition to rezone property within 1,000 feet of property owned by you. The property owners, Jimmie Lee and Renee T. Coyer have consented to the rezoning applied for.

The property is currently zoned AP (Agricultural Preservation). The Commission has applied to have 2 Coyer parcels rezoned to AE (Agricultural Estates). The rezoning is requested to allow for a level of residential density of more than two residences per quarter-quarter.

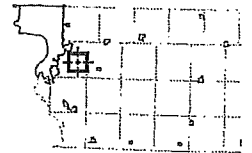
The rezoning is for 33.71 acres within the West ½ of the NE ¼ in Section 23, T88N, R47W of the 5th P.M. (Woodbury Township) in the County of Woodbury and State of Iowa. The 33.71 acres are located on the west side of Old Highway 141 north of the intersection of Old Highway 141 and Carroll Avenue and serviced by the driveway addressed 1650 Old Highway 141. The 33.71 acres are the entirety of GIS Parcel #884723200007 (2.24 acres) and #884723200008 (31.47 acres). Location Mapping or the property to be rezoned is located on reverse page.

**A public hearing on this matter will be held before the Woodbury County Zoning Commission at their meeting beginning at 6:00 PM on Monday, September 26, 2016 in the Woodbury County Board Office Meeting Room, First Floor - Courthouse, 620 Douglas St. in Downtown Sioux City, IA. Please attend the hearing should you have questions or wish to provide comment on this matter.**

**Use the 7<sup>th</sup> Street entrance when entering and exiting the Courthouse. Be advised security procedures are now in place upon entering the building.**



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 SEC OR 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)

CITY DEVELOPMENT BOARD  
STATE OF IOWA

---

IN THE MATTER OF THE CITY OF SERGEANT	)	NO. UA16-17 / SERGEANT BLUFF
BLUFF VOLUNTARY ANNEXATION WITHIN	)	
THE URBANIZED AREA OF THE CITY OF	)	FILING OF WRITTEN DECISION
SIOUX CITY	)	

---

TO: Cities of Sergeant Bluff and Sioux City, Woodbury County Board of Supervisors, Woodbury County Attorney, Siouxland Interstate Metropolitan Planning Council, Iowa Attorney General, Affected Public Utilities and Parties of Record.

You and each of you are hereby notified that the City Development Board has approved the annexation of territory to the City of Sergeant Bluff under City Development Board Case File Number UA16-17.

Please find enclosed the Findings of Fact, Conclusions of Law, Determination, and Final Order by the City Development Board approving the annexation. An appeal of the Board's decision may be filed within 30-days of the date of the enclosed Order.

If no appeal is filed within 30-days of the date of this Order, the City Development Board will file with the Iowa Secretary of State and record with the Woodbury County Recorder to complete this annexation.

CITY DEVELOPMENT BOARD



---

Matt Rasmussen, City Development Board Administrator  
Phone: 515-725-3126



PROOF OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing instrument was served upon:

Mr. Dakin Schultz  
Iowa Dist. Trans. Planner  
2800 Gordon Dr. PO Box 987  
Sioux City, IA 51102

Mr. Travis Paugh  
Cable One  
900 Steuben Street  
Sioux City, IA 51101

Woodbury Co Bd of Supervisors  
Woodbury County Crths., Rm. 104, 620  
Douglas St.  
Sioux City, IA 51101

Mr. Robert Wignes  
Cable One  
900 Steuben Street  
Sioux City, IA 51101

Mr. Patrick Jennings  
Woodbury Co. Attorney  
620 Douglas Street, Ste. 300, Woodbury Cty.  
Crths.  
Sioux City, IA 51101

Mr. Terry Burke  
Windstream Communications  
115 S. 2nd Avenue W.  
Newton, IA 50208

Ms. Michelle Bostinelos  
SIMPCO  
1122 Pierce Street  
Sioux City, IA 51102

Mr. Dan Winkel  
Long Lines  
501 4th Street, P.O. Box 67  
Sergeant Bluff, IA 51054

Ms. Sarah Kleber  
Sergeant Bluff City Attorney  
1128 Historic 4th Street, P.O. Box 3086  
Sioux City, IA 51102

Mr. Mark Huntley  
City of Sergeant Bluff, Iowa  
P.O. Box 703  
Sergeant Bluff, IA 51054

Ms. Shari Bentley  
Sergeant Bluff City Clerk/Finance Officer  
401 4th Street, P.O. Box 703  
Sergeant Bluff, IA 51054

Ms. Michelle Bostinelos  
Siouxland Interstate Metropolitan Planning  
Council  
P.O. Box 1077  
Sioux City, IA 51102

City of Sioux City - City Council  
P.O. Box 447  
Sioux City, IA 51102

Mr. Casey Lee  
Woodbury Township Trustees  
1458 210th Street  
Sergeant Bluff, IA 51054

Mr. Tyler Ahlquist  
MidAmerican Energy Company  
223 South Iowa Street  
Sioux City, IA 51101


Ms. Nicole Jensen  
City of Sioux City Attorney  
P.O. Box 447  
Sioux City, IA 51102

Mr. Kirk Maxfield  
MidAmerican Energy Company  
P.O. Box 778  
Sioux City, IA 51102

Mr. John Pylelo  
Office of Planning and Zoning  
Woodbury County Crths., 6th Fl., 620 Douglas  
Street  
Sioux City, IA 51101

Said copy was mailed in an envelope addressed to them at the address shown above, with postage fully paid and by depositing same in a United States Post Office depository in Des Moines, Iowa, on the 16<sup>th</sup> day of September, 2016.

Local Delivery  
Honorable Tom Miller, Iowa Attorney General

  
Betty Hessing, Administrative Assistant

BEFORE THE CITY DEVELOPMENT BOARD  
STATE OF IOWA

---

IN THE MATTER OF THE VOLUNTARY	)	NO. UA16-17 / SERGEANT BLUFF
ANNEXATION OF THE CITY OF	)	FINDINGS OF FACT AND
SERGEANT BLUFF WITHIN THE URBANIZED	)	CONCLUSIONS OF LAW AND
AREA OF THE CITY OF SIOUX CITY	)	DETERMINATION

---

TO: Cities of Sergeant Bluff and Sioux City, Woodbury County Board of Supervisors, Woodbury County Attorney, Siouxland Interstate Metropolitan Planning Council, Iowa Attorney General, Iowa Department of Transportation and affected public utilities.

STATEMENT OF THE CASE

The City of Sergeant Bluff (hereinafter the "City") filed its request for City Development Board approval of annexation of territory within the urbanized area of the City of Sioux City on August 26, 2016. Notice of City Development Board review of the request and owners' applications were given on August 30, 2016, and the Board considered the matter at its September 14, 2016, meeting. The City Development Board, having considered the City's request for approval, the property owners' applications and all evidence submitted by the affected parties, hereby makes the following findings of fact, conclusions of law and determination:

FINDINGS OF FACT

1. On July 14, 2016, Nanette A. Winkel, President, Little Jon's Investments, Inc. f/k/a Colorado Condominiums, Inc.; on July 15, 2016, Jason E. Kvidera & Gina A. Kvidera; by written application, which included a map, requested the City of Sergeant Bluff to annex the following described property owned by them and located in Woodbury County, Iowa:

The proposed annexation territory is described in Appendix A attached hereto and by this reference made a part of.

2. On July 23, 2016, the City of Sergeant Bluff published in an official county newspaper notice of the City Council's meeting on August 9, 2016, to consider the application for voluntary annexation.
3. On July 18, 2016, the City of Sergeant Bluff provided a copy of the application for voluntary annexation to the City of Sioux City, Woodbury County Board of Supervisors, Siouxland Interstate Metropolitan Planning Council, Iowa Department of Transportation and affected public utilities.
4. By resolution dated August 9, 2016, which contained a legal description, the City Council of Sergeant Bluff voted to annex the subject property.
5. The area to be annexed is within two miles of the City of Sioux City and is therefore within its urbanized area.
6. The area to be annexed has a common boundary with the City of Sergeant Bluff of more than 50 feet.
7. The area to be annexed does not contain railroad right-of-way.
8. On August 26, 2016, the City requested the City Development Board to approve the annexation of the territory described in finding number one. Said request included a copy of the owners' applications, map and City Council resolution.
9. On August 30, 2016, the City Development Board notified, by mail, the Cities of Sergeant Bluff and Sioux City, Woodbury County Board of Supervisors, Woodbury County Attorney, Siouxland Interstate Metropolitan Planning Council, Iowa State Attorney General, Iowa Department of Transportation and affected public utilities of the proposed annexation and request for approval. Said notice invited oral and written evidence relative to the proposed annexation.
10. The City Development Board received no response from any governmental unit, business or individual.
11. The Board considered the City's request at its September 14, 2016, meeting and found it to be complete and properly filed.
12. Based on the information favoring the annexation found in the City's request and other materials filed by the City of Sergeant Bluff and the absence of evidence of any potential adverse consequences, the Board finds the annexation to be in the public interest.

#### CONCLUSIONS OF LAW

1. The territory to be annexed "adjoins" the City of Sergeant Bluff as the term is defined in Iowa Code Section 368.1(1) and is within the "urbanized area" of the City of Sioux City as the term is defined in Iowa Code Section 368.1(16).

2. The City published notice of the filing of the application and provided copies of the proposed annexation to parties in accordance with the requirements of Iowa Code Section 368.7.
3. The City Development Board possesses jurisdiction to approve or decline the application for annexation in accord with Iowa Code Section 368.7(3). If the application is approved by the Board, the Board is required to file portions of the proceedings in accord with Iowa Code Section 368.7.
4. The resolution by the City Council of Sergeant Bluff conforms to Iowa Code Section 368.7.
5. The City of Sergeant Bluff's request for Board approval and the annexation is in substantial compliance with Iowa Administrative Code r. 263—7.2.
6. In accord with the standards set forth in Iowa Code Chapter 368, including the presumption of validity for voluntary annexation approval set forth in Iowa Code Section 368.6, the annexation proposal is in the public's interest.

Dated this 16<sup>th</sup> day of September, 2016.

CITY DEVELOPMENT BOARD

for 

Dennis Plautz, Chairperson  
Signature affixed by Matt Rasmussen, Administrator for  
City Development Board as authorized under Iowa  
Administration Code 263 - 9.11(2)

THEREFORE, IT IS ORDERED that the application of the following described territory to the City of Sergeant Bluff is hereby approved:

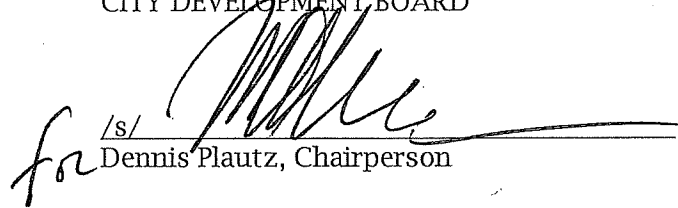
The proposed annexation territory is described in Appendix A and attached hereto and by this reference made a part of.

IT IS FURTHER ORDERED that the owner's annexation application and map, City Council resolution, notices of Board review and this Order be filed by the Board with the Sergeant Bluff City Clerk and that the Board file a copy of the map and legal description with the Iowa Department of Transportation.

To complete the annexation process, the Board Administrator shall mail a copy of this Order and other relevant documents to the Woodbury County Recorder and Iowa Secretary of State on or after the 31<sup>st</sup> day following issuance of this Order. To request a stay of completion of the annexation process, a person or city authorized by Iowa Code Section 368.22 to appeal this Order must deliver to the Board Administrator a timely written request for a stay accompanied by notice of the filing of a petition for judicial review or intent to file a petition for judicial review. Any such request shall be referred to the Board for action at its next regularly scheduled meeting or at a special meeting.

Dated this 16<sup>th</sup> day of September, 2016.

CITY DEVELOPMENT BOARD

*for*  /s/ Dennis Plautz, Chairperson

PROOF OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing instrument was served upon:

Mr. Dakin Schultz  
Iowa Dist. Trans. Planner  
2800 Gordon Dr. PO Box 987  
Sioux City, IA 51102

Woodbury Co Bd of Supervisors  
Woodbury County Crths., Rm. 104, 620  
Douglas St.  
Sioux City, IA 51101

Mr. Patrick Jennings  
Woodbury Co. Attorney  
620 Douglas Street, Ste. 300, Woodbury Cty.  
Crths.  
Sioux City, IA 51101

Ms. Michelle Bostinelos  
SIMPCO  
1122 Pierce Street  
Sioux City, IA 51102

Ms. Sarah Kleber  
Sergeant Bluff City Attorney  
1128 Historic 4th Street, P.O. Box 3086  
Sioux City, IA 51102

Ms. Shari Bentley  
Sergeant Bluff City Clerk/Finance Officer  
401 4th Street, P.O. Box 703  
Sergeant Bluff, IA 51054

City of Sioux City - City Council  
P.O. Box 447  
Sioux City, IA 51102

Mr. Tyler Ahlquist  
MidAmerican Energy Company  
223 South Iowa Street  
Sioux City, IA 51101

Mr. Kirk Maxfield  
MidAmerican Energy Company  
P.O. Box 778  
Sioux City, IA 51102

Mr. Travis Paugh  
Cable One  
900 Steuben Street  
Sioux City, IA 51101

Mr. Robert Wignes  
Cable One  
900 Steuben Street  
Sioux City, IA 51101

Mr. Terry Burke  
Windstream Communications  
115 S. 2nd Avenue W.  
Newton, IA 50208

Mr. Dan Winkel  
Long Lines  
501 4th Street, P.O. Box 67  
Sergeant Bluff, IA 51054

Mr. Mark Huntley  
City of Sergeant Bluff, Iowa  
P.O. Box 703  
Sergeant Bluff, IA 51054

Ms. Michelle Bostinelos  
Siouxland Interstate Metropolitan Planning  
Council  
P.O. Box 1077  
Sioux City, IA 51102

Mr. Casey Lee  
Woodbury Township Trustees  
1458 210th Street  
Sergeant Bluff, IA 51054

Ms. Nicole Jensen  
City of Sioux City Attorney  
P.O. Box 447  
Sioux City, IA 51102

Mr. John Pylelo  
Office of Planning and Zoning  
Woodbury County Crths., 6th Fl., 620 Douglas  
Street  
Sioux City, IA 51101

Said copy was mailed in an envelope addressed to them at the address shown above, with postage fully paid and by depositing same in a United States Post Office depository in Des Moines, Iowa, on the 16<sup>th</sup> day of September, 2016.

Local Delivery  
Honorable Tom Miller, Iowa Attorney General

  
Betty Hessing, Administrative Assistant

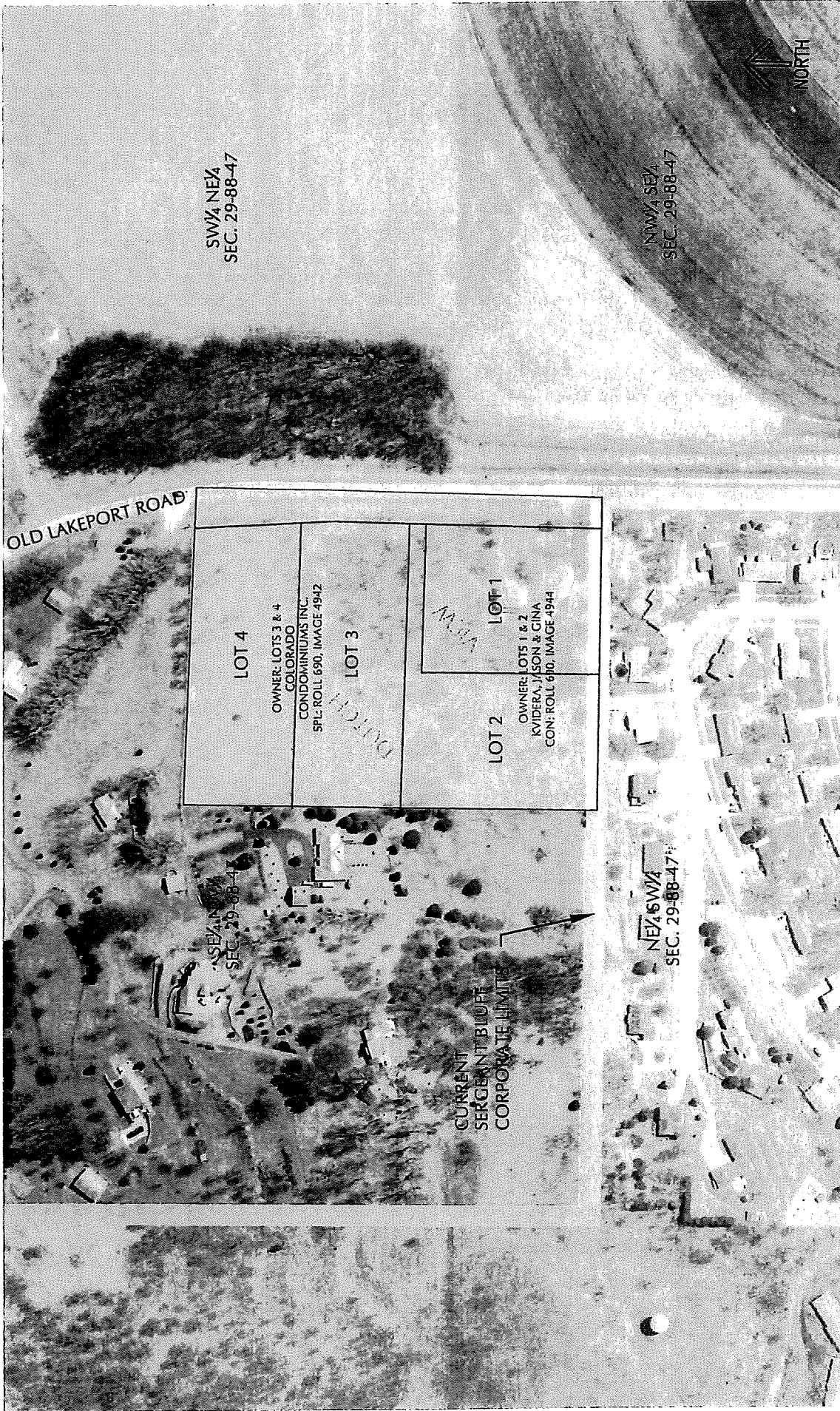


Appendix A  
Legal Description of Territory Proposed to be  
Annexed to the City of Sergeant Bluff, Iowa  
CDB Case No. UA16-17

Those portions of the Southeast Quarter of the Northwest Quarter (SE1/4-NW1/4) and the Northeast Quarter of the Southwest Quarter (NE1/4-SW1/4) of Section Twenty-nine (Sec.29), Township 88 North, Range 47 West of the 5<sup>th</sup> P.M., Woodbury County, Iowa, described as follows:

Beginning at the center of said Sec. 29; thence South 00°38'10" East along the east line of the NE1/4-SW1/4 of said Sec.29 for a distance of 265.98 feet to the northeast corner of Camelot Addition to the City of Sergeant Bluff, Woodbury County, Iowa; thence North 89°32'59" West along the north line of said Camelot Addition for a distance of 577.83 feet to the southeast corner of Lot 2 of Country Estates, an addition to Woodbury County; thence North 00°28'33" West along the east line of said Lot 2 for a distance of 751.40 feet to the northeast corner of said Lot 2; thence South 89°28'50" East along the south line of Lot 3 of said Country Estates for a distance of 575.64 feet to the east line of the SE1/4-NW1/4 of said Sec.29; thence South 00°38'54" East along said line for a distance of 484.76 feet to the Point of Beginning, containing 433,112 square feet or 9.94 acres, subject to easements, if any, of record or apparent.

The territory extends to the center line of all  
secondary roads adjacent to the above described properties.



THIS DOCUMENT WAS PREPARED FOR MAPPING PURPOSES ONLY AND IS NOT INTENDED FOR USE AS A PLAT OF SURVEY.



**VEENSTRA & KIMM, INC.**  
 203 Sergeant Square Drive, Suite B  
 712-943-5055 712-943-5088 (FAX)

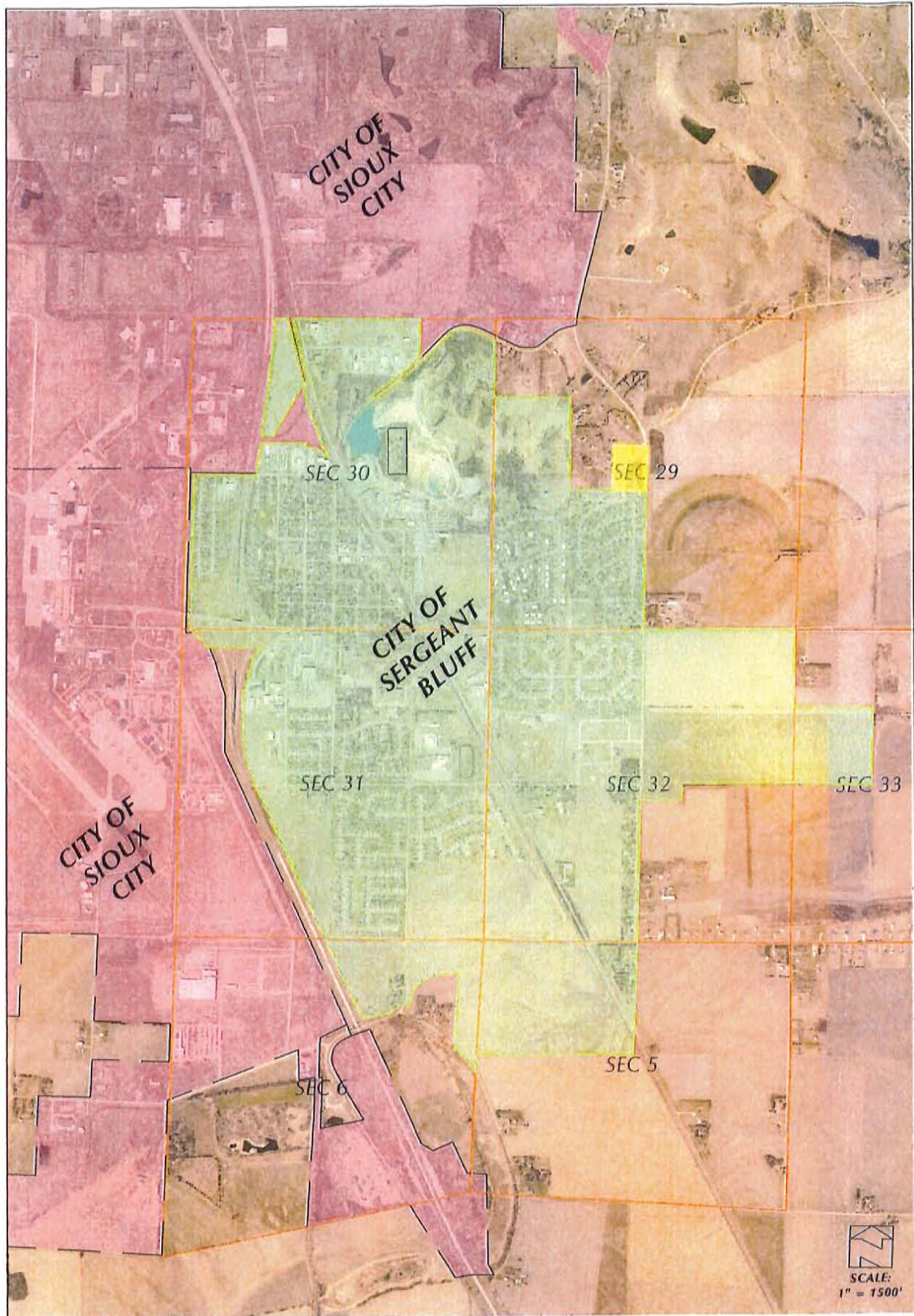
**ANNEXATION 2016  
 DUTCH VIEW**

Sergeant Bluff, Iowa 51054  
 877-241-8009 (WATS)

NOTES:

SCALE	1" = 400'	DRAWING #	LOTS 1-4
DRAWN	CWB		
CHECKED	AMG		
APPROVED	CWB		
DATE	06-09-2016		

PROJECT# 349287



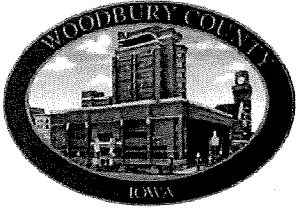
- EXISTING SIOUX CITY LIMITS
- EXISTING SERGEANT BLUFF CITY LIMITS
- PROPOSED SERGEANT BLUFF CITY LIMITS



VEENSTRA & KIMM, INC.

EXISTING CITY LIMITS  
SERGEANT BLUFF, IOWA  
JUNE, 2016

203 Sergeant Square Drive, Suite B • Sergeant Bluff, Iowa 51054  
712-943-5055 • 712-943-5088 (FAX) • 877-241-8009 (VATS)



# Woodbury County Secondary Roads Department

759 E. Frontage Road • Merville, Iowa 51039  
Telephone (712) 279-6484 • (712) 873-3215 • Fax (712) 873-3235

COUNTY ENGINEER  
Mark J. Nahra, P.E.  
mnahra@woodburycountyiowa.gov

ASSISTANT TO THE COUNTY ENGINEER  
Benjamin T. Kusler, E.I.T.  
bkusler@woodburycountyiowa.gov

SECRETARY  
Tish Brice  
tbrice@woodburycountyiowa.gov

To: Board Members

From: Mark Nahra, County Engineer

Date: September 20, 2016

RE: Weekly Work Report

## Construction Project Report

### To be let:

**FM-CO97(126)—55-97**, HMA resurfacing of County Route D22, Old Highway 20. Letting date: September 20, 2016. The project will overlay the existing pavement on county road D22 from the intersection of K49 northeast of Lawton to approximately one half mile east of Buchanan Avenue. Some cross road culverts will also be replaced as part of the project work. The project will be paid for with county farm to market funds. Project work is likely to be done in early 2017, but could start in late 2016 if the contractor chooses to do so.

**L-B(D38)—73-97**, Bridge replacement on 120<sup>th</sup> Street between Emmett and Fayette Avenues. Letting date: October 11, 2016. Late Start Date: April 15, 2016. The existing bridge has been closed pending replacement due to deteriorating condition. This is a locally funded project paid from the secondary road fund. A single span bridge has been designed to replace the existing bridge and has been submitted for Corps of Engineer approval and permitting. The project is scheduled to be completed in the 2017 construction season.

**L-C(M208)—73-97**, Bridge replacement on Pocahontas Avenue between 270<sup>th</sup> and 280<sup>th</sup> Streets. Letting date: October, 2016. Late Start Date: To be determined. The existing bridge has been posted for restricted loads due to deteriorating condition. This is a locally funded project paid from the secondary road fund. A box culvert has been designed to replace the existing bridge and has been submitted for Corps of Engineer approval and permitting. The project is scheduled to be completed in the 2017 construction season.

**P-76 Box Culvert Extension**, Culvert extension/bank repair on 255th Street near Hancock Avenue. Letting date: September 20, 2016. Late Start Date: November 7, 2016. Timber retaining walls supporting the road embankment above a too short culvert have failed. The project will extend the culvert on both sides of the road to support the embankment height. The project is scheduled to be completed in the 2016 construction season.

## **Under Contract:**

**ER-CO97(125)—58-97**, Road slide repairs on D38 and D50. Letting date: April 19, 2016. Late Start Date: July 25, 2016. Contractor: K and L Construction. Bid price: \$199,613.00. This is the final Emergency Relief/FHWA funded repair to our paved roads from flood damage experienced in June 2014. This final project repairs 7 sites on D38 and 2 sites on D50. This is a federal aid funded project with 80% federal - 20% farm to market fund dollars paying the cost of repair. The project has been let by the Iowa DOT and awarded by the Board of Supervisors at their May 10, 2016 meeting. The board signed the contracts on June 7, 2016 and the contracts have been approved by the Iowa DOT and returned to the county. Much of the excavation work is complete. Structural concrete and pipe extensions are underway. We expect the project to be complete by the end of September.

**STP-S-CO97(127)—5E-97**, PCC Pavement Replacement on County Route K25 (275<sup>th</sup> St./Poplar Street) through Salix. Letting date: April 19, 2016. Late Start Date: June 6, 2016. Contractor: Sioux City Engineering. Bid Price: \$979,679.88. Working days allowed: 40 Days. Project work started with pavement removal on August 1<sup>st</sup>.

The contractor has completed paving from the beginning of the project near the interchange to the church in town as of last Thursday night. Home owners along the west end of the road in the rural portion of the project are able to use the finished pavement to drive to their houses. Work continues on base preparation this week just ahead of the paving operation. Paving resumed today and will continue through the week.

The county added gravel to Buchanan Avenue to provide reliable access for county residents on the west edge of town. The Salix interchange project will be closing the northbound ramps on Friday, so access will have to be on Buchanan Avenue until the ramps re-open. Curb and gutter and sidewalk work will remain after paving is complete.

**BRS-CO97(128)—60-97**, Bridge on County Route K49 (Emmett Avenue) north of Lawton. Letting date: April 19, 2016. Late Start Date: June 6, 2016. Work days: 85 days. Contractor: Godberson Smith Construction. Bid Price: \$693,386.45. This is a federal aid funded project with 80% federal - 20% farm to market fund dollars paying the cost of construction.

The bridge deck pour is complete. Bridge barrier rail is complete and subdrains are installed at both ends of the bridge. Channel work has been underway all week. Approach paving and guardrail installation remains before completion of the project. The approach sections are scheduled to be poured next week. The project is expected to be completed early this fall.

**RC-CO97(130)—9A-97**, PCC Pavement Replacement on Port Neal Circle. Letting date: April 12, 2016. Late Start Date: May 15, 2016. Contractor: Godberson-Smith Construction Bid Price: \$1,443,548.84. This project is a RISE funded project to replace the Port Neal Circle pavement from the north intersection of Port Neal Road and Port Neal Circle west and south to the AGP/MidAmerican Energy plant entrances. The county will be constructing a new 10" PCC pavement with two 13' wide mainline lanes and a 12' wide turn lane.

The road was closed to traffic on June 2<sup>nd</sup>. The new pavement is complete in the stage one construction area from the north Port Neal Circle/Port Neal Road intersection back to the Mid American Construction entrance and shoulder work is complete except for pavement markings. Pavement removal is complete on stage 2 of the project from the MidAmerican entrance to the AGP entrance. Placement of crushed subbase is finished and paving resumed Monday, September 19 and continues through the week. We expect mainline and turn lane paving to be completed this week. Shouldering will follow late next week.

The project is significantly behind schedule at this time. The project is expected to be complete by late-September or early October.

**FEMA Weir Repair Projects, FEMA 11:** Repairs to one stream grade control structure. Letting date: April 12, 2016. Contractor: Niewohner Construction. Bid price: \$161,796.40. The stream grade control structure is on Hancock Avenue on Wolf Creek and was damaged by flooding in the June 2014 flood. It is funded by FEMA and Hungry Canyons funds with local secondary road match. Contracts have been approved by the Board.

Construction work is nearing completion on the weir repair. Work should be complete by next week.

**L-B(X14)—73-97,** Bridge on 280<sup>th</sup> Street north of Danbury. Letting date: April 5, 2016. Late Start Date: August 1, 2016. Contractor: Graves Construction. Bid price: \$490,806.48. The existing bridge was load posted and in deteriorating condition. Last summer, one of the timber wings for the bridge failed resulting in the bridge being closed to traffic. This is a locally funded project from the \$1.3 million special projects levy paying the cost of construction. The bridge is scheduled to be completed in the 2016 construction season. Contracts have been approved by the Board. The contractor has not requested a preconstruction meeting or proposed a start date at this time.

**BROS-CO97(120)—5F-97,** D53 Bridge over the Garretson Drainage Ditch on 280<sup>th</sup> Street north of Hornick. Letting date: March 15, 2016. Bid price: \$904,806.92. Late Start Date: June 6, 2016 with 100 working days. Contractor: Graves Construction. The existing bridge is load restricted with a 10 ton posting for truck operation. The bridge replacement project is a federal aid funded project with 80% federal - 20% farm to market fund dollars paying the cost of construction. The bridge is scheduled to be completed in the 2016 construction season. Contracts are in place and a preconstruction meeting for the project was held on May 11, 2016.

The contractor started work on May 23, 2016. The bridge contractor successfully poured the bridge deck last week. Falsework forms have been dropped and the bridge rail was poured today. The subcontractor building the road grade has completed rough grade work on the east side of the bridge. The west side ditch and culvert through the farm dike is constructed. Road grade work west of the bridge will be started once the new deck can take traffic. Completion of the project is now expected in late October or early November due to the time loss caused by the falsework failure.

**L-B(L212)—73-97,** Bridge replacement on Story Avenue between 190<sup>th</sup> and 200<sup>th</sup> Streets. Letting date: July 26, 2016. Late Start Date: September 26, 2016. Contractor: Dixon Construction. Bid price: \$238,096.50. The existing bridge is posted to a maximum 20 gross load and is in deteriorating condition. This is a locally funded project paid from the secondary road fund. A box culvert has been designed to replace the existing bridge and has been submitted for Corps of Engineer approval and permitting. The project is scheduled to be completed in the 2016 construction season. The board has approved the contract at the August 16<sup>th</sup> board meeting. The contractor has not yet determined when project work will start.

## **OTHER PROJECTS:**

### **CITY OF SIOUX CITY – PORT NEAL ROAD PROJECT**

The Port Neal Road/225<sup>th</sup> Street intersection reconstruction project for the city of Sioux City is underway. Grading of the roadway east of the current Port Neal Road alignment is nearing completion. The contractor closed Port Neal Road on August 8<sup>th</sup> to allow grading to continue to connect to 225<sup>th</sup> Street west of the old Port Neal Road alignment.

The road will remain closed until the new paving is completed. The project engineer is expecting another 2-3 weeks of paving work before being able to re-open Port Neal Road to traffic. It may take longer to get 225<sup>th</sup> Street open to the west as this work depends on the railroad, not the construction contractor.

**COUNTY BRIDGE B82**

County Bridge B82 is on 140<sup>th</sup> Street between Kossuth and Lee Avenues. It was one of the flood damaged structures from the June 18, 2016 flood event. Initially, we were going to try to replace the east abutment bridge piling to reopen the bridge this fall, but since it would remain a posted bridge and it is scheduled for replacement in the 2017 construction season, we will be moving it forward in our design schedule to replace it in whole, hopefully with a winter 2016-2017 letting. The result is that the bridge will be closed through the winter of 2016-2017.

**COUNTY BRIDGE L275**

County Bridge L275 is on Union Avenue between 190<sup>th</sup> and 200<sup>th</sup> Streets. This summer's inspection of the structure has determined severe deterioration to the piling in the north pier that requires that the bridge be closed as it is no longer safe to carry traffic. The bridge had been posted 10 tons. The bridge is programmed for replacement during FY 2017 with federal aid bridge replacement funds. Design work was scheduled to start this fall, but it will be started early due to the closure. Federal aid projects are harder to fast track, so a late spring or summer project letting is the best that could be hoped for, but cannot be guaranteed as we may run into permitting issues with the project. The bridge will be closed through the winter of 2016-2017 and for much of 2017 until it is replaced.

**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>
9/10/16	Saturday	218	203	15	0	16
9/11/16	Sunday	216	201	15	0	16
9/12/16	Monday	210	195	15	0	16
9/13/16	Tuesday	210	195	15	0	16
9/14/16	Wednesday	209	193	16	0	12
9/15/16	Thursday	212	196	16	0	14
9/16/16	Friday	210	195	15	0	13
		<b>1485</b>	<b>1378</b>	<b>107</b>	<b>0</b>	<b>103</b>
<b>24 HOUR DAILY COUNT</b>						
<u>DATE</u>	<u>TOTAL</u>	<u>MALE</u>	<u>FEMALE</u>			
9/10/16	246	208	38			
9/11/16	238	208	30			
9/12/16	228	201	27			
9/13/16	236	203	33			
9/14/16	233	197	36			
9/15/16	225	192	33			
9/16/16	232	196	36			
	<b>1638</b>	<b>1405</b>	<b>233</b>			
*Highest population count each day						