



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JUNE 27, 2017) (WEEK 26 OF 2017)

Live streaming at:
https://www.youtube.com/user/woodburycountyiowa

Agenda and Minutes available at:
www.woodburycountyiowa.gov

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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held June 27, 2017 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 silence cell phones and other devices while in the Board Chambers.

AGENDA

4:30 p.m. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

- 1. Citizen Concerns Information
2. Approval of the agenda June 27, 2017 Action

Consent Agenda

Items 3 through 10 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate roll call vote is requested by a Board Member.

- 3. Approval of the minutes of the June 20, 2017 meeting
4. Approval of claims
5. Board Administration – Karen James
Approval of appointment of Lincoln Ryan to the Veteran Affairs Commission
6. Board Administration/Public Bidder – Heather Satterwhite
Approval of Notice of Property Sale Resolution for Parcel #894729101019 (aka 703 Ross Street) setting for Tuesday, July 11th at 4:35

7. County Treasurer – Michael Clayton  
Approval of Resolution Naming Depositories for the County Treasurer
8. County Sheriff – Dave Drew  
Receive statement of unadjudicated Condemnation funds now being held by the Woodbury County Sheriff's Office
9. Human Resources – Ed Gilliland
  - a. Approval of Memorandum of Personnel Transactions
  - b. Approval of retiree request for spouse to remain on county health insurance
  - c. Authorize Chairman to sign Authorization to Initiate Hiring Process
10. Secondary Roads – Mark Nahra  
Consideration to approve the underground utility permits for Northwest Iowa Power Cooperative and to direct the chair to sign the permits

***End of Consent Agenda***

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|--------------------------------|--|------------------|
| <b>4:35 p.m.</b><br>(Set time) | 11. Board Administration/Public Bidder – Heather Satterwhite <ol style="list-style-type: none"> <li>a. Public hearing and sale of property Parcel #<a href="#">894721426015</a><br/>(aka 1915 Iowa Street)</li> </ol>  | Action           |
| <b>4:37 p.m.</b><br>(Set time) | <ol style="list-style-type: none"> <li>b. Public hearing and sale of property parcel #<a href="#">894726113001</a> &amp; #<a href="#">894726113009</a><br/>(aka 1014 &amp; 1014 1/2 Rustin Street)</li> </ol>  | Action           |
|                                | 12. Human Resources – Ed Gilliland<br>Presentation of Award Certificate to Nicholas Nieman   | Information      |
|                                | 13. Board Administration – Dennis Butler <ol style="list-style-type: none"> <li>a. Approval of Appropriations Resolution for FY 2018</li> <li>b. Approval of resolutions for Inter-fund Operating Transfers for FY 2018           <ol style="list-style-type: none"> <li>1. Transfers from the General Supplemental Fund to the General Basic Fund</li> <li>2. Transfers from Rural Basic Services Fund to the County Library Fund</li> <li>3. Transfers from Rural Basic Services Fund to the Secondary Roads Fund</li> <li>4. Transfers from Gaming Fund to the General Supplemental</li> <li>5. Transfers from the Local Option Sales Tax Fund to the Rural Basic</li> <li>6. Transfers from the Local Option Sales Tax Fund to the Rural Basic</li> <li>7. Transfers from the Local Options Sales Tax Fund to the Rural Basic</li> <li>8. Transfers from the Conservation Reserve Fund to the Debt Service Fund</li> <li>9. Transfers from the Rural Basic Services Fund to the Secondary Road – Special Bridge</li> </ol> </li> </ol> | Action<br>Action |
|                                | 14. Juvenile Detention – Dianne McTeer<br>Approval of the 2017-2018 Detention Meals Contract with CBM Managed Food Service   | Action           |
|                                | 15. Building Services – Kenny Schmitz<br>Approval of Law Enforcement Center – Building HVAC Front End Automation to HVAC Computer System   | Action           |
|                                | 16. Secondary Roads – Mark Nahra <ol style="list-style-type: none"> <li>a. Consider approval of plans for project number L-CO7(7)—73-97</li> <li>b. Consider approval of plans for project number L-B(Q10)—73-97</li> </ol>  | Action<br>Action |
|                                | 17. County Sheriff – Dave Drew <ol style="list-style-type: none"> <li>a. Grant application for the 2017/2018 U.S. Department of Justice COPS Hiring Program</li> <li>b. Approval of CBM contract</li> </ol>  | Action<br>Action |
|                                | 18. Board of Supervisors – Matthew Ung<br>State Preemption Regarding Woodbury County Weapons Ban   | Action           |

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|---|-------------|
| 19. Chairman's Report   | Information |
| a. Siouxland Regional Transportation Planning Association<br>Policy Board (June 22) |             |
| b. Siouxland Regional Transit System (SRTS) Board of Directors (June 22)            |             |
| c. Western Regional Community Improvement Regional Housing Trust<br>Fund (June 22)  |             |
| 20. Reports on Committee Meetings   | Information |
| 21. Citizen Concerns  | Information |
| 22. Board Concerns  | Information |

## ADJOURNMENT

*Subject to Additions/Deletions*

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## CALENDAR OF EVENTS

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|---------------------------|-------------------|---|
| <b>MONDAY, JUNE 26</b>    | <b>6:00 p.m.</b>  | Zoning Commission Meeting, First Floor Boardroom  |
| <b>TUESDAY, JUNE 27</b>   | <b>1:00 p.m.</b>  | Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars |
| <b>WEDNESDAY, JUNE 28</b> | <b>6:30 p.m.</b>  | Bronson Town Hall Meeting, Bronson Community Center   |
| <b>THURSDAY, JUNE 29</b>  | <b>10:00 a.m.</b> | Policy Review Committee Meeting, First Floor Boardroom  |
|                           | <b>3:00 p.m.</b>  | Health Committee Meeting, LEC Conference Room   |
| <b>FRIDAY, JUNE 30</b>    | <b>11:00 a.m.</b> | Hospitalization Collaborative Meeting, LEC Conference Room  |
| <b>MONDAY, JULY 3</b>     | <b>6:00 p.m.</b>  | Board of Adjustment meeting, First Floor Boardroom  |
| <b>THURSDAY, JULY 6</b>   | <b>4:30 p.m.</b>  | Conservation Board Meeting, Browns Lake Bigelow Park Shelter  |
| <b>TUESDAY, JULY 11</b>   | <b>4:45 p.m.</b>  | Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.   |
| <b>WEDNESDAY, JULY 12</b> | <b>10:00 a.m.</b> | STARCOMM Executive Board Meeting, The Security Institute - Western Iowa Tech  |
| <b>TUESDAY, JULY 18</b>   | <b>3:00 p.m.</b>  | Historical Committee Meeting, First Floor Boardroom   |
| <b>WEDNESDAY, JULY 19</b> | <b>8:05 a.m.</b>  | Woodbury County Information Communication Commission, First Floor Boardroom   |
|                           | <b>12:00 p.m.</b> | Siouxland Economic Development Corporation Meeting, 617 Pierce, Ste. 202  |
|                           | <b>6:30 p.m.</b>  | 911 Service Board Meeting, Public Safety Center, Climbing Hill  |
|                           | <b>8:00 p.m.</b>  | County's Mayor Association Meeting, Public Safety Center, Climbing Hill   |

**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.*

**JUNE 20, 2017, TWENTYFORTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, June 20, 2017 at 4:00 p.m. Board members present were De Witt, Pottebaum, Radig, and Ung; Taylor was absent. Staff members present were Dennis Butler, Budget/Tax Analyst, Karen James, Board Administrative Assistant, Ed Gilliland, Human Resources Director, P.J. Jennings, County Attorney and Patrick Gill, Auditor/Clerk to the Board.

- 1. There was no appeal hearing held.

The regular meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.

- 2. There were no citizen concerns.
- 3. Motion by Radig second by Ung to approve the Agenda for June 20, 2017. Carried 4-0. Copy filed.

Motion by Ung second by Radig to approve the following items by consent:

- 4. To approve minutes of the June 13, 2017 meeting. Copy filed.
- 5. To approve the claims totaling \$596,471.57. Copy filed.
- 6. To approve and authorize the Chairperson to sign a Resolution approving and authorizing a form of loan agreement and authorizing and providing for the issuance of \$4,717,404 General Obligation Capital Loan Notes, Series 2017, and levying a tax to pay said notes; approval of the tax exemption certificate

**RESOLUTION #12,581**  
**RESOLUTION APPROVING AND AUTHROIZING A FORM**  
**OF LOAN AGREEMENT AND AUTHROIZING AND**  
**PROVIDING FOR THE ISSUANCE OF \$4,717,404 GENERAL**  
**OBLIGATION CAPITAL LOAN NOTES, SERIES 2017, AND**  
**LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF**  
**THE TAX EXEMPTION CERTIFICATE**

WHEREAS, the Issuer is a political subdivision, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of security technology and voting equipment projects at the Courthouse, Law Enforcement Center, Trospen Hoyt Facility and WCIC Facility, at a total cost of the projects not to exceed \$1,200,000, essential county purposes, and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$1,100,000 be authorized for said purposes; and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Board is therefore now authorized to proceed with the issuance of said Notes for such purposes; and

WHEREAS, the Issuer is also in need of funds to pay costs of boiler and steamtrap improvement projects at the Courthouse, Trospen Hoyt Facility and Siouxland District Health Facility, at a total cost of the projects not to exceed \$1,200,000, essential county purposes, and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$850,000 be authorized for said purposes; and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Board is therefore now authorized to proceed with the issuance of said Notes for such purposes; and

WHEREAS, the Issuer is also in need of funds to pay costs of miscellaneous needs assessments and facility maintenance, replacement projects at the Courthouse, Law Enforcement Center, Prairie Hills Facility and Climbing Hills Facility, essential county purposes, and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$1,100,000 be authorized for said purposes; and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Board is therefore now authorized to proceed with the issuance of said Notes for such purposes; and

WHEREAS, the Issuer also is in need of funds to pay costs of HVAC Automation Projects at the Courthouse and Siouxland District Health Facility, at a total cost of the projects not to exceed \$1,200,000, essential county purposes, and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$900,000 be authorized for said purposes; and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Board is therefore now authorized to proceed with the issuance of said Notes for such purposes; and

WHEREAS, the Issuer is also in need of funds to pay costs of constructing, equipping, and furnishing improvements for the Law Enforcement Center Jail Intake Project, at a cost not to exceed \$1,200,000, essential county purposes, and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$1,000,000 be authorized for said purposes; and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Board is therefore now authorized to proceed with the issuance of said Notes for such purposes; and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, STATE OF IOWA:

**Definitions.** The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Issuer" and "County" shall mean Woodbury County, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$4,717,404 General Obligation Capital Loan Notes, Series 2017, authorized to be issued by this Resolution.
- "Paying Agent" shall mean the County Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean:

a) security technology and voting equipment projects at the Courthouse, Law Enforcement Center, Trosper Hoyt Facility and WCIC Facility, at a total cost of the projects not to exceed \$1,200,000;

b) boiler and steamtrap improvement projects at the Courthouse, Trosper Hoyt Facility and Siouxland District Health Facility, at a total cost of the projects not to exceed \$1,200,000;

c) miscellaneous needs assessments and facility maintenance, replacement projects at the Courthouse, Law Enforcement Center, Prairie Hills Facility and Climbing Hills Facility;

d) HVAC Automation Projects at the Courthouse and Siouxland District Health Facility, at a total cost of the projects not to exceed \$1,200,000; and

e) constructing, equipping, and furnishing improvements for the Law Enforcement Center Jail Intake Project, at a cost not to exceed \$1,200,000.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Registrar" shall mean the County Treasurer of Woodbury County, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Resolution" shall mean this resolution authorizing the Notes.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the County Treasurer and delivered at the time of issuance and delivery of the Notes.

- "Treasurer" shall mean the County Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

**Levy and Certification of Annual Tax; Other Funds to be Used.**

**Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in Woodbury County, Iowa, to-wit:**

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$558,055 (funds on hand)	2017/2018
\$556,229	2018/2019
\$546,842	2019/2020
\$537,453	2020/2021
\$528,067	2021/2022
\$518,678	2022/2023
\$509,291	2023/2024
\$499,903	2024/2025
\$490,516	2025/2026
\$481,128	2026/2027

\* A levy has been included in the budget previously certified and will be used together with available County funds to pay the principal and interest of the Note coming due in fiscal year 2017/2018.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2018 will be collected during the fiscal year commencing July 1, 2019.)

Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Woodbury County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the County are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

Additional County Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the County available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the County, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the County from property that is centrally assessed by the State of Iowa.

Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2015, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2015, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Note Details, Execution and Redemption.

Note Details. General Obligation Capital Loan Notes of the County in the amount of \$4,717,404, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 331.402 and 331.443 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be on a parity and secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2017", be dated June 30, 2017, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2017, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Chairperson and attested by the manual or facsimile signature of the Auditor, and impressed or printed with the seal of the County and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$1 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$471,740.40	1.99%	2018
\$471,740.40	1.99%	2019
\$471,740.40	1.99%	2020
\$471,740.40	1.99%	2021
\$471,740.40	1.99%	2022
\$471,740.40	1.99%	2023
\$471,740.40	1.99%	2024
\$471,740.40	1.99%	2025
\$471,740.40	1.99%	2026
\$471,740.40	1.99%	2027

**Redemption.** The Notes are not subject to redemption prior to maturity.

**Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.**

**Registration.** The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The County Treasurer is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

**Transfer.** The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

**Registration of Transferred Notes.** In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

**Ownership.** As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

**Cancellation.** All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

**Non-Presentation of Notes.** In the event any payment check representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity



or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

**Registration and Transfer Fees.** The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

**Reissuance of Mutilated, Destroyed, Stolen or Lost Notes.** In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

**Record Date.** Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

**Execution, Authentication and Delivery of the Notes.** Upon the adoption of this Resolution, the Chairperson and Auditor shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

**Right to Name Substitute Paying Agent or Registrar.** Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

**Form of Note.** Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"  
 "COUNTY OF WOODBURY"  
 "GENERAL OBLIGATION CAPITAL LOAN NOTE"  
 "SERIES 2017"  
 ESSENTIAL COUNTY PURPOSE

Rate: \_\_\_\_\_  
 Maturity: \_\_\_\_\_  
 Note Date: June 30, 2017  
 CUSIP No.: \_\_\_\_\_  
 "Registered"  
 Certificate No. \_\_\_\_\_

Principal Amount: \$ \_\_\_\_\_

Woodbury County, State of Iowa, a political subdivision organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, in accordance with the attached maturity schedule marked Exhibit "A", only upon presentation and surrender hereof at the office of the County Treasurer, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2017, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 331.402 and 331.443 of the Code of Iowa, for the purpose of paying costs of:

- a) security technology and voting equipment projects at the Courthouse, Law Enforcement Center, Trospen Hoyt Facility and WCIC Facility, at a total cost of the projects not to exceed \$1,200,000;
- b) boiler and steamtrap improvement projects at the Courthouse, Trospen Hoyt Facility and Siouxland District Health Facility, at a total cost of the projects not to exceed \$1,200,000;
- c) miscellaneous needs assessments and facility maintenance, replacement projects at the Courthouse, Law Enforcement Center, Prairie Hills Facility and Climbing Hills Facility;
- d) HVAC Automation Projects at the Courthouse and Siouxland District Health Facility, at a total cost of the projects not to exceed \$1,200,000; and
- e) constructing, equipping, and furnishing improvements for the Law Enforcement Center Jail Intake Project, at a cost not to exceed \$1,200,000,

and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Board of said County duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

The Notes are not subject to redemption prior to maturity.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the County Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the County for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Board, has caused this Note to be signed by the manual or facsimile signature of its Chairperson and attested by the manual or facsimile signature of its County Auditor, with the seal of the County printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, the County Treasurer, Woodbury County, Iowa.

Date of authentication: \_\_\_\_\_

This is one of the Notes described in the within mentioned Resolution, as registered by the County Treasurer.

COUNTY TREASURER, Registrar

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

Authorized Signature

Registrar and Transfer Agent:

County Treasurer

Paying Agent:

County Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

WOODBURY COUNTY, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature)

Chairperson

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature)

County Auditor

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

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

\_\_\_\_\_

(Persons executing this Assignment signs here)

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

The signatures to this Power must correspond with the names as written upon the face of the certificates or notes in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferees \_\_\_\_\_  
 Address of Transferees \_\_\_\_\_  
 Social Security or Tax Identification Number of Transferees \_\_\_\_\_  
 Transferee is a(n):  
 Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_  
 Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - ..... Custodian .....  
 (Cust) (Minor)  
 Under Iowa Uniform Transfers to Minors Act.....  
 (State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

**Loan Agreement and Closing Documents.** The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Chairperson and attested by the County Auditor. The Chairperson and County Auditor are authorized and directed to execute, attest, seal and deliver for and on behalf of the County any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

**Contract Between Issuer and Purchaser.** This Resolution constitutes a contract between said County and the purchaser of the Notes.

**Non-Arbitrage Covenants.** The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the

**United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.**

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The County Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes;(c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes;(e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 23rd day of June, 2017.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 7. To receive for signatures a Resolution thanking and commending Dianne McCall for service to Woodbury County.

**WOODBURY COUNTY, IOWA  
RESOLUTION #12,582  
A RESOLUTION THANKING AND COMMENDING  
DIANNE MCCALL  
FOR HER SERVICE TO WOODBURY COUNTY**

**WHEREAS,** Dianne McCall has capably served Woodbury County as an employee of the Woodbury County Treasurer's Office for 43 years from March 1, 1974 to July 14, 2017; and

**WHEREAS**, the service given by Dianne McCall 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 Dianne McCall 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, Dianne McCall.

**BE IT SO RESOLVED** this 20th day of June, 2017.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 8a. To approve the reclassification of Gerald Kelley, Operations Officer, Emergency Services Dept., effective 07-01-17, \$16.85/hour, 6%=\$1.02/hr. Salary Increase.; the reclassification of Robert Nelson, Operations Officer, Emergency Services Dept., effective 07-01-17, \$16.85/hour, 6%=\$1.02/hr. Salary Increase.; the reclassification of Matthew Plummer, Operations Officer, Emergency Services Dept., effective 07-01-17, \$16.85/hour, 6%=\$1.02/hr. Salary Increase.; the reclassification of Michael Weber, Operations Officer, Emergency Services Dept., effective 07-01-17, \$16.85/hour, 6%=\$1.02/hr. Salary Increase.; the reclassification of Paul Handke, Operations Officer, Emergency Services Dept., effective 07-01-17, \$16.85/hour, 6%=\$1.02/hr. Salary Increase.; the reclassification of Operations Officer, Emergency Services Dept., effective 07-01-17, \$16.85/hour, 6%=\$1.02/hr. Salary Increase.; the appointment of Michelle Kyle, Civilian Jailer, County Sheriff Dept., effective 07-05-17, \$18.72/hour. Job Vacancy Posted 5-10-17. Entry Level Salary: \$18.72/hour.; the reclassification of Steven Roder, Maintenance Technician, Building Services Dept., effective 07-07-17, \$19.09/hour, 3.8%=\$.70/hr.; the separation of Dianne McCall, % Deputy, County Treasurer Dept., effective 07-14-17. Retirement.; and the separation of Mark Olsen, Director, Juvenile Detention Dept., effective 10-26-17. Retirement. Copy filed.
  - 8b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Clerk II, County Treasurer Dept., AFSCME Courthouse: \$15.64/hour. Copy filed.
  - 8c. To approve Dianne McCall's request to remain on County Dental Insurance. Copy filed.
  - 9. To receive the subdivision application and Final Plat for CDR Swine Addition – a Minor Subdivision with referral to the Zoning Commission for Public Hearing and a Final Plat Approval Recommendation. Copy filed.
- Carried 4-0.
- 10. Motion by Radig second by Pottebaum to approve Courtroom #207 Window Renovation Project AIA G701 change order #3 for \$2,512.00. Carried 4-0. Copy filed.
  - 11. The Chairperson reported on the day-to-day activities.
  - 12. Reports on committee meetings were presented.
  - 13. There were no citizen concerns.
  - 14. Board member concerns were presented.

The Board adjourned the regular meeting until June 27, 2017.

Meeting sign in sheet. Copy filed.

**WOODBURY COUNTY, IOWA  
BOARD ADMINISTRATION**

**MEMORANDUM**

**TO:** Board of Supervisors  
**FROM:** Karen James, Board Administrative Assistant  
**RE:** Consideration of Appointment  
**DATE:** June 21, 2017

A letter was sent to Lincoln Ryan informing him that his term on the Veteran Affairs Commission will be expiring on June 30, 2017. Mr. Ryan sent his response back and is interested in serving another term on the commission.

This is on the agenda for the Board of Supervisors consideration to appoint Lincoln Ryan to the Veteran Affairs Commission.

**RESOLUTION #**

**NOTICE OF PROPERTY SALE**

**Parcels #894729101019**

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

**The South 50 feet of Lots 2, 3, & 4 all in Block 3 of Sioux City, now known as South Smith's Villa Addition, in the County of Woodbury and State of Iowa (703 Ross Street)**

**NOW THEREFORE,**

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

1. That a public hearing on the aforesaid proposal shall be held on the **11<sup>th</sup> Day of July, 2017 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **11<sup>th</sup> Day of July, 2017**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$2,000.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 27<sup>th</sup> Day of June, 2017.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

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

\_\_\_\_\_  
Matthew A. Ung, Chairman



REQUEST FOR MINIMUM BID

Name: Aloea Grant Date: 3-6-15  
Address: 707 Ross St. Phone: 258-2142

Address or approximate address/location of property interested in:  
703 Ross St.

#894729101019

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

Legal Description:  
South 50 ft. Lots 2-3-4 B1K 3 So. Smith's Villa Addition  
in the County of Woodbury and State of Iowa

Tax Sale #/Date: 2013/#01076 Parcel # 473730

Tax Deeded to Woodbury County on: 6/8/2017

Current Assessed Value: Land \$6,400 Building 0 Total \$6,400

Approximate Delinquent Real Estate Taxes: \$1,667.00

Approximate Delinquent Special Assessment Taxes: \$28,685.00

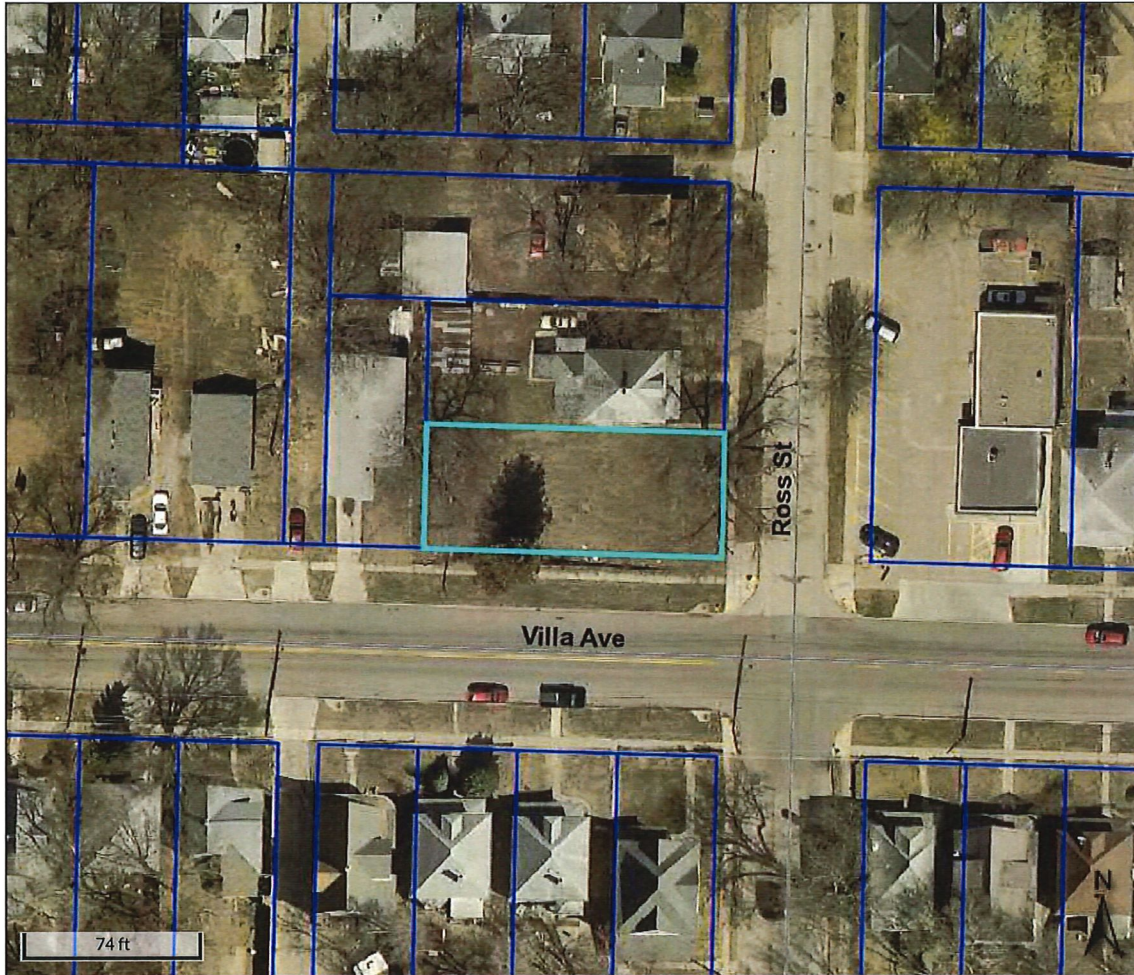
\*Cost of Services: \$138-

Inspection to: Mark Monson Date: 3-6-15

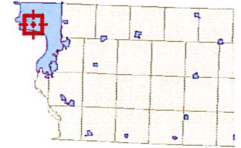
Minimum Bid Set by Supervisor: \$2000 plus \$138 for cost of services:  
Total: \$2,138<sup>00</sup>

Date and Time Set for Auction: Tuesday, July 11<sup>th</sup> @ 4:35p.m.

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



Overview



Legend

- Roads
- Corp Boundaries
- Townships
- County Residential Sales
- 2015
- 2016
- 2017
- Sioux City Residential Sales
- Parcels

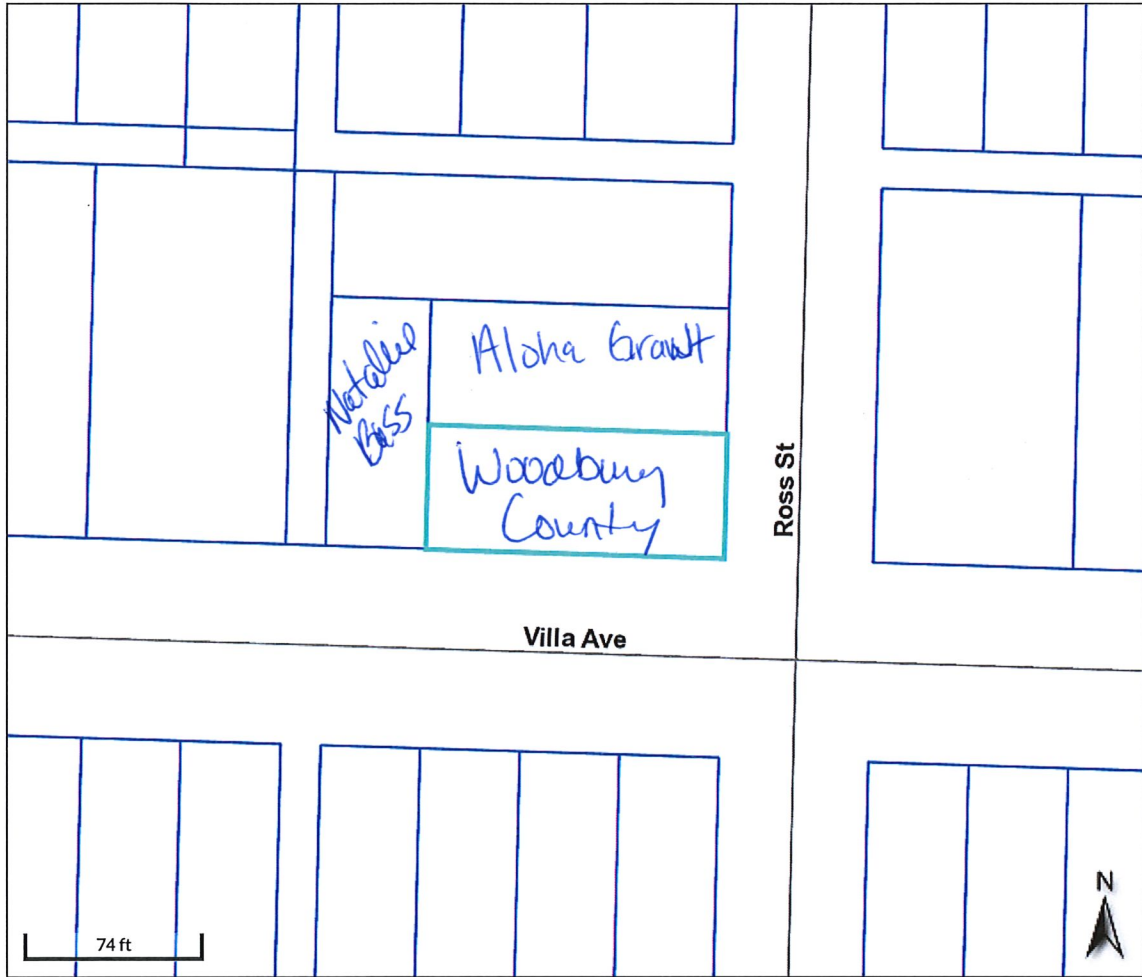
Parcel ID	894729101019	Alternate ID	473730	Owner Address	RODIE ANTHONY E RODIE KARIE J
Sec/Twp/Rng	n/a	Class	R		4040 W PEORIA AVE APT 1053
Property Address	703 ROSS ST	Acreage	n/a		PHOENIX DO NOT MAIL
	SIOUX CITY				
District	087				
Brief Tax Description	SO SMITHS VILLAS 50 FT LOTS 2-3-4 B LK 3				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 6/20/2017  
 Last Data Uploaded: 6/19/2017 11:10:03 PM

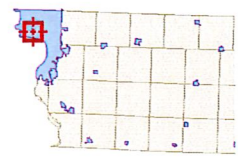
 Developed by  
 The Schneider Corporation



# Beacon™ Woodbury County, IA / Sioux City



### Overview



### Legend

- Roads
- Corp Boundaries
- Townships
- County Residential Sales
- 2015
- 2016
- 2017
- Sioux City Residential Sales
- Parcels

Parcel ID	894729101019	Alternate ID	473730	Owner Address	RODIE ANTHONY E RODIE KARIE J
Sec/Twp/Rng	n/a	Class	R		4040 W PEORIA AVE APT 1053
Property Address	703 ROSS ST	Acreage	n/a		PHOENIX DO NOT MAIL
	SIOUX CITY				
District	087				
Brief Tax Description	SO SMITHS VILLAS 50 FT LOTS 2-3-4 B LK 3				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 6/20/2017  
 Last Data Uploaded: 6/19/2017 11:10:03 PM

Developed by  
 The Schneider Corporation

**RESOLUTION NAMING DEPOSITORIES # \_\_\_\_\_**

**BE IT RESOLVED** by the Woodbury County Board of Supervisors in Woodbury County, Iowa: That we do hereby designate the following named banks to be depositories of the Woodbury County funds in amounts not to exceed the amount named opposite each of said designated depositories and **Michael Clayton, Woodbury County Treasurer** is hereby authorized to deposit the Woodbury County funds in amounts not to exceed in the aggregate the amounts named for said banks as follows, to wit:

NAME OF DEPOSITORY	LOCATION	MAXIMUM DEPOSIT	MAXIMUM DEPOSIT
		In the effect Prior resolution	under the resolution
U.S. Bank	Sioux City, Iowa	\$50,000,000	\$50,000,000
Security National Bank	Sioux City, Iowa	100,000,000	100,000,000
Wells Fargo Bank	Sioux City, Iowa	50,000,000	50,000,000
Pinnacle Bank	Sioux City, Iowa	50,000,000	50,000,000
First National Bank	Sioux City, Iowa	50,000,000	50,000,000
Primebank	Sioux City, Iowa	50,000,000	50,000,000
Great Southern Bank	Sioux City, Iowa	5,000,000	5,000,000
First National Bank	Correctionville, Iowa	\$60,000	\$60,000
Pioneer Bank	Sergeant Bluff, Iowa	10,000,000	10,000,000
Sloan State Bank	Sloan, Iowa	5,000,000	5,000,000
Valley Bank & Trust	Danbury, Iowa	1,500,000	1,500,000
Iowa/Nebraska State Bank	Hornick, Iowa	5,000,000	5,000,000
First National Bank	Correctionville, Iowa	5,000,000	5,000,000
United Bank of Iowa	Moville, Iowa	5,000,000	5,000,000
Heritage Bank	Anthon, Iowa	5,000,000	5,000,000
Liberty National Bank	Sioux City, Iowa	25,000,000	25,000,000
First American Bank	Sioux City, Iowa	10,000,000	10,000,000
Central Bank	Sioux City, Iowa	10,000,000	10,000,000
Kingsley State Bank	Sergeant Bluff, Iowa	\$40,000	\$40,000

**SO RESOLVED** this 27th day of June 2017

**WOODBURY COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Matthew A. Ung, Chairman

\_\_\_\_\_  
Rocky De Witt, Member

\_\_\_\_\_  
Keith Radig, Member

\_\_\_\_\_  
Marty Pottebaum, Member

\_\_\_\_\_  
Jeremy Taylor, Member

\_\_\_\_\_  
Patrick F. Gill  
County Auditor/Recorder



# Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

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

Fiscal Year Ending June 30, 2017

## SHERIFF'S REPORT

Statement of unadjudicated Condemnation funds now being held by the Woodbury County Sheriff's Office in accordance with Section 331.656 of the Code of Iowa.

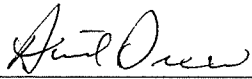
I, David Drew, hereby certify that the following is a statement of all unadjudicated Condemnation funds now being held by the Sheriff's Office in the form of checks payable to the property owners, interested parties and/or attorneys therein, which case is under appeal in the District Court of Woodbury County, Iowa.

DATE RECEIVED BY SHERIFF	TO WHOM DUE	CONDEMNATION DATE	AMOUNT OF CHECK
3/10/2017	FD Sioux City Iowa 1400 Jackson St Midland States Bank and US Bank National Association	3/1/2017	\$12,999.00
3/10/2017	FD Sioux City Iowa 1400 Jackson St Midland States Bank and US Bank National Association	3/1/2017	\$5,750.00
3/10/2017	FD Sioux City Iowa 1400 Jackson St Midland States Bank and US Bank National Association	3/1/2017	\$375.00

TOTAL ON HAND (UNADJUDICATED FUNDS)

\$19,124.00

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "David Drew".

---

David Drew, Sheriff

cc: Woodbury County Auditor, Woodbury County Board of Supervisors, City of  
Sioux City, Woodbury County Attorney, Sheriff's Department Files



# Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

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

Fiscal Year Ending June 30, 2017

## SHERIFF'S REPORT

Statement of unadjudicated Condemnation funds now being held by the Woodbury County Sheriff's Office.

I, David Drew, hereby certify that the following is a statement of all unadjudicated Condemnation funds now being held by the Sheriff's Office in the form of checks payable to the property owner, interested parties and/or attorneys therein, which case is not under appeal.

DATE RECEIVED BY SHERIFF	TO WHOM DUE	CONDEMNATION DATE	AMOUNT OF CHECK
N/A	N/A	N/A	N/A
TOTAL ON HAND: .....			\$00.00

Respectfully submitted,

David Drew, Sheriff

cc: Woodbury County Treasurer, Woodbury County Auditor, Woodbury County Board of Supervisors, Woodbury County Attorney, Sheriff's Department Files

**HUMAN RESOURCES DEPARTMENT**

**MEMORANDUM OF PERSONNEL TRANSACTIONS**

**DATE:** June 27, 2017

**\* PERSONNEL ACTION CODE:**

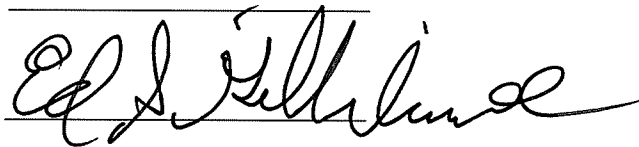
- |                 |                      |
|-----------------|----------------------|
| A - Appointment | R - Reclassification |
| T - Transfer    | E - End of Probation |
| P - Promotion   | S - Separation       |
| D - Demotion    | O - Other            |

**TO: WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Downs, Sasha	County Attorney	7-18-17	Legal Secretary III	\$20.88/hour	6%=\$1.18/hr.	R	Per AFSCME Courthouse Contract agreement, from Grade 5/Step 2 to Grade 5/Step 3.
Holstein-Bukovich, Heather	County Sheriff	6-23-17	Deputy			S	Resignation

**APPROVED BY BOARD DATE:**

**ED GILLILAND, HR DIRECTOR:**





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

#9b

Date: \_\_\_\_\_ Weekly Agenda Date: \_\_\_\_\_

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** \_\_\_\_\_

**WORDING FOR AGENDA ITEM:**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

**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:**

June 21, 2017

Board of Supervisors  
Woodbury County Court House  
Sioux City, Iowa 51101

Board of Supervisors:

This letter is to notify you that I will be retiring on Friday, June 30, 2017. I am over the age of 65 and would like to request your approval for my husband Dennis Franco to remain on Woodbury County retiree health insurance coverage after I retire.

Your consideration for approval will be appreciated.

Thank you,

A handwritten signature in cursive script that reads "Leslie Franco". The signature is written in black ink and is positioned below the "Thank you," text.

Leslie Franco

**HUMAN RESOURCES DEPARTMENT  
WOODBURY COUNTY, IOWA**

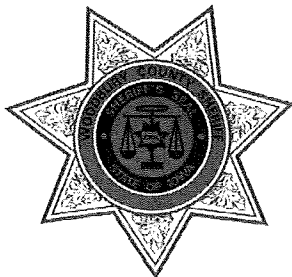
**#9c**

**DATE: June 27, 2017**

**AUTHORIZATION TO INITIATE HIRING PROCESS**

<b>DEPARTMENT</b>	<b>POSITION</b>	<b>ENTRY LEVEL</b>	<b>APPROVED</b>	<b>DISAPPROVED</b>
County Sheriff	Deputy Sheriff	CWA Deputy Sheriff: \$22.40/hour		
	*Please see attached memos.			

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



# Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

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

23 June 2017

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

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to hire for a Deputy Sheriff position, recently vacated by Deputy Heather Holstein-Bukovich's resignation. We request this be placed on the agenda for the Tuesday, June 27, 2017, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "David Drew".

Dave Drew, Sheriff

Cc: file

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

**#10**

Date: 06/22/2017 Weekly Agenda Date: 06/27/2017

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

**WORDING FOR AGENDA ITEM:**

Consideration of permit for use of the county rights of way for an underground utility

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Northwest Iowa Power Cooperative has requested the approval of a permit to install buried fiber optic cable in the right of way of 260th Street and Charles Avenue.

**BACKGROUND:**

Work in county ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa. New facilities will be constructed in county rights of way. This project will connect the Luton power substation to the NIPC communication system on its distribution lines.

**FINANCIAL IMPACT:**

No financial impact to the county.

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

Yes  No

**RECOMMENDATION:**

Recommend approval of the permits for Northwest Iowa Power Cooperative.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the underground utility permits for Northwest Iowa Power Cooperative and to direct the chair to sign the permits.

PERMIT FOR USE OF COUNTY ROAD/HIGHWAY RIGHT-OF-WAY  
FOR OVERHEAD AND/OR BURIED UTILITIES ACCOMMODATION

REQUEST BY APPLICANT:

Name Northwest Iowa Power Cooperative Highway 260th St  
 Township Liberty  
 Address 31002 County Rd 38, LeMars IA 51031 City of \_\_\_\_\_

Office Phone 712-546-3504 Local Phone 712-540-0285 Section: 1/4 of 1/4 Sec  
 Type of Utility Installation fiber optic cable T 87 N, R 47 W  
 Plans Prepared By Schoon Construction, Inc. Copy Enclosed X Yes \_\_\_\_\_ No  
 Map Showing Location Enclosed X Yes \_\_\_\_\_ No  
 Utility Location is \_\_\_\_\_ cross right-of-way X parallel to right-of-way  
 \_\_\_\_\_ overhead X underground

Proposed Method of Installation  
 \_\_\_\_\_ tunnel \_\_\_\_\_ suspend on poles \_\_\_\_\_ cased  
X jack & bore \_\_\_\_\_ suspend on towers \_\_\_\_\_ trench  
 \_\_\_\_\_ open cut X plow

Estimated Starting Date 7/10/17 Estimated Restoration Date 7/14/17

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, and special provisions listed below or attached hereto, and any and all plans, details, or notes attached hereto and made a part thereof. Applicant is to complete in triplicate and send all copies including plans and maps to Woodbury County Engineer, 759 E. Frontage Road, Merville, IA 51039. One executed copy will be returned to the Applicant.

By J. Peter Luapp Title Construction Manager  
 (Signature of Authorized Utility Representative) Date 6/14/17

PERMIT APPROVAL BY PERMITTING AUTHORITY

The forgoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reverse side hereof and all attachments hereto.

By \_\_\_\_\_ Title \_\_\_\_\_  
 (Signature of Woodbury County Board Chairman) Date \_\_\_\_\_

By Mark J. Nelson Title County Engineer  
 (Signature of Woodbury County Engineer) Date 6/22/2017

Other Special Provisions:

Permit Provisions and Conditions of Issuance

- The County and/or the County Board of Supervisors will not be charged with any responsibility for damages to the Applicant's property occasioned by any construction or maintenance operations on said county roads, including new or additional right-of-way acquired in connection therewith, subsequent to the building of the Applicant's facilities. The Board will endeavor to give the Applicant sufficient notice of any proposed construction or maintenance work, on either existing or newly acquired right-of-way that is likely to expose, cover up, or disturb any facilities belonging to the Applicant, in order that the Applicant may arrange to protect the facilities. The Board will inform contractors, and others working on the job of the location of the facilities so that reasonable care may be taken to avoid damaging the facilities, however the County and the Board of Supervisors will assume no responsibility for failure to give such notice.

**RESOLUTION #**

**NOTICE OF PROPERTY SALE**

**Parcels #894721426015**

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

**Lots 9 and 10 in Block 15 Orchard Hill, an addition to Sioux City in the County of Woodbury, Iowa  
(1915 Iowa Street)**

**NOW THEREFORE,**

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

1. That a public hearing on the aforesaid proposal shall be held on the **27<sup>th</sup> Day of June, 2017 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **27<sup>th</sup> Day of June, 2017**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$295.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 13<sup>th</sup> Day of June, 2017.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

---

Patrick F. Gill  
Woodbury County Auditor  
and Recorder

---

Matthew A. Ung, Chairman



REQUEST FOR MINIMUM BID

Name: Tri-Tech Innovations Date: 3/18/16  
Address: 401 W. 2<sup>nd</sup> St. SSC NE 68774 Phone: 402-494-1131

Address or approximate address/location of property interested in:

1915 Iowa St.

GIS# 894721426015

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

Legal Description:

Lots 9 and 10 in Block 15, Orchard Hill,  
an addition to Sioux City, in the County  
of Woodbury

Tax Sale #/Date: # 1116 6/17/2013 Parcel: 382650

Tax Deeded to Woodbury County on: 5/19/17

Current Assessed Value: Land \$17,500- Building \$0 Total \$17,500-

Approximate Delinquent Real Estate Taxes: \$2,481-

Approximate Delinquent Special Assessment Taxes: \$16,356-

\*Cost of Services \$120

Inspection to: Jeremy Taylor Date: 3/18/16

Minimum Bid Set by Supervisor: \$175 plus \$120 for cost of services for a total of:  
\$295

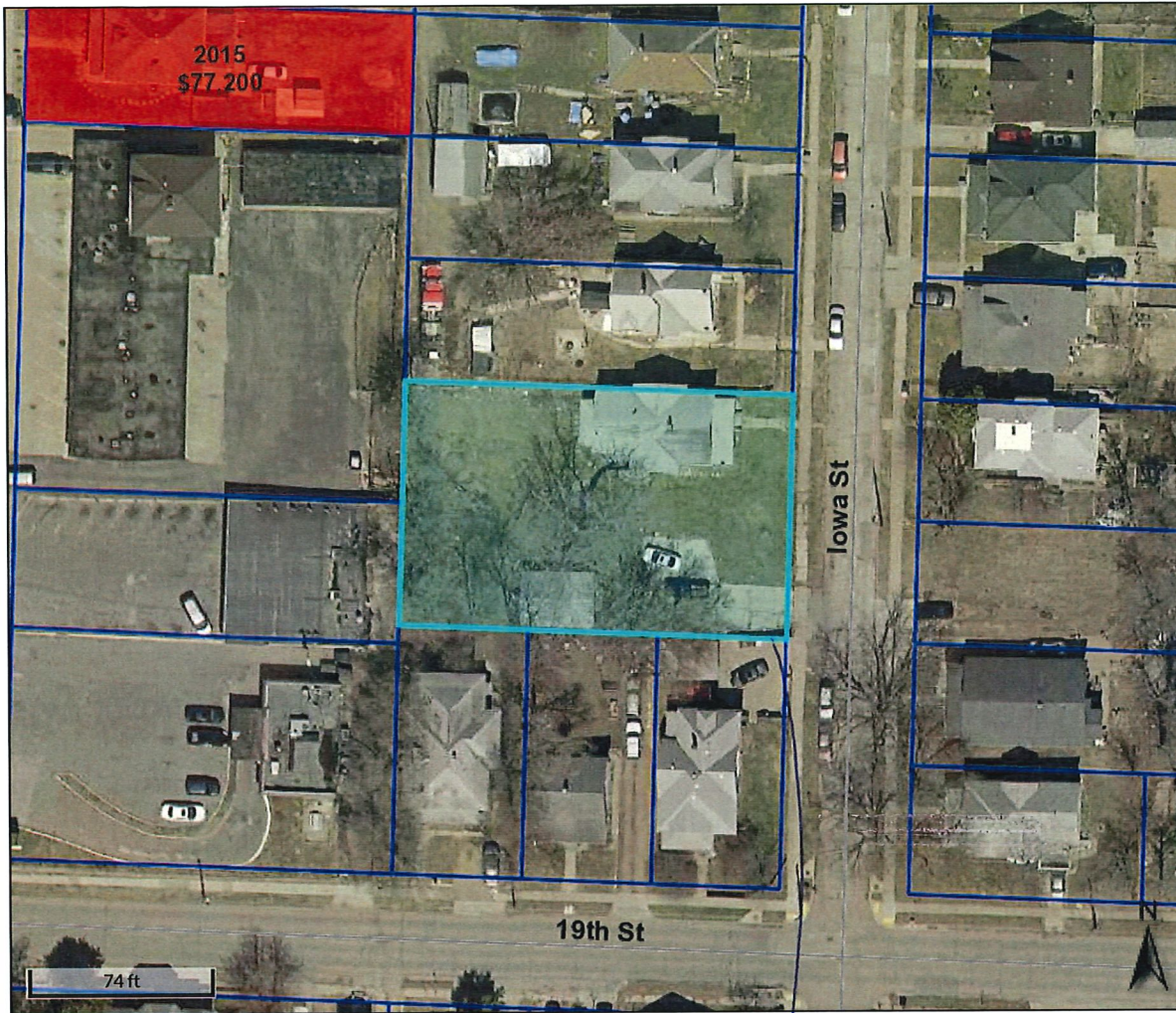
Date and Time Set for Auction: Tuesday, June 27<sup>th</sup> @ 4:35

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

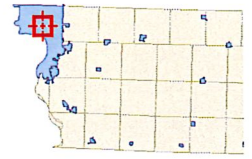


Beacon™

Woodbury County, IA / Sioux City



Overview



Legend

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

Parcel ID	894721426015	Alternate ID	382650	Owner Address	Prime Property Mgm't. & Investments, LLC
Sec/Twp/Rng	0-0-0	Class	C		4551 S. Crystal Way, #A
Property Address	1915 IOWAST	Acreage	n/a		Aurora, CO 80015-0000
	SIOUX CITY				
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	ORCHARD HILL				
	LOTS 9 & 10 BLK 15				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 3/18/2016  
 Last Data Uploaded: 3/17/2016 10:16:40 PM

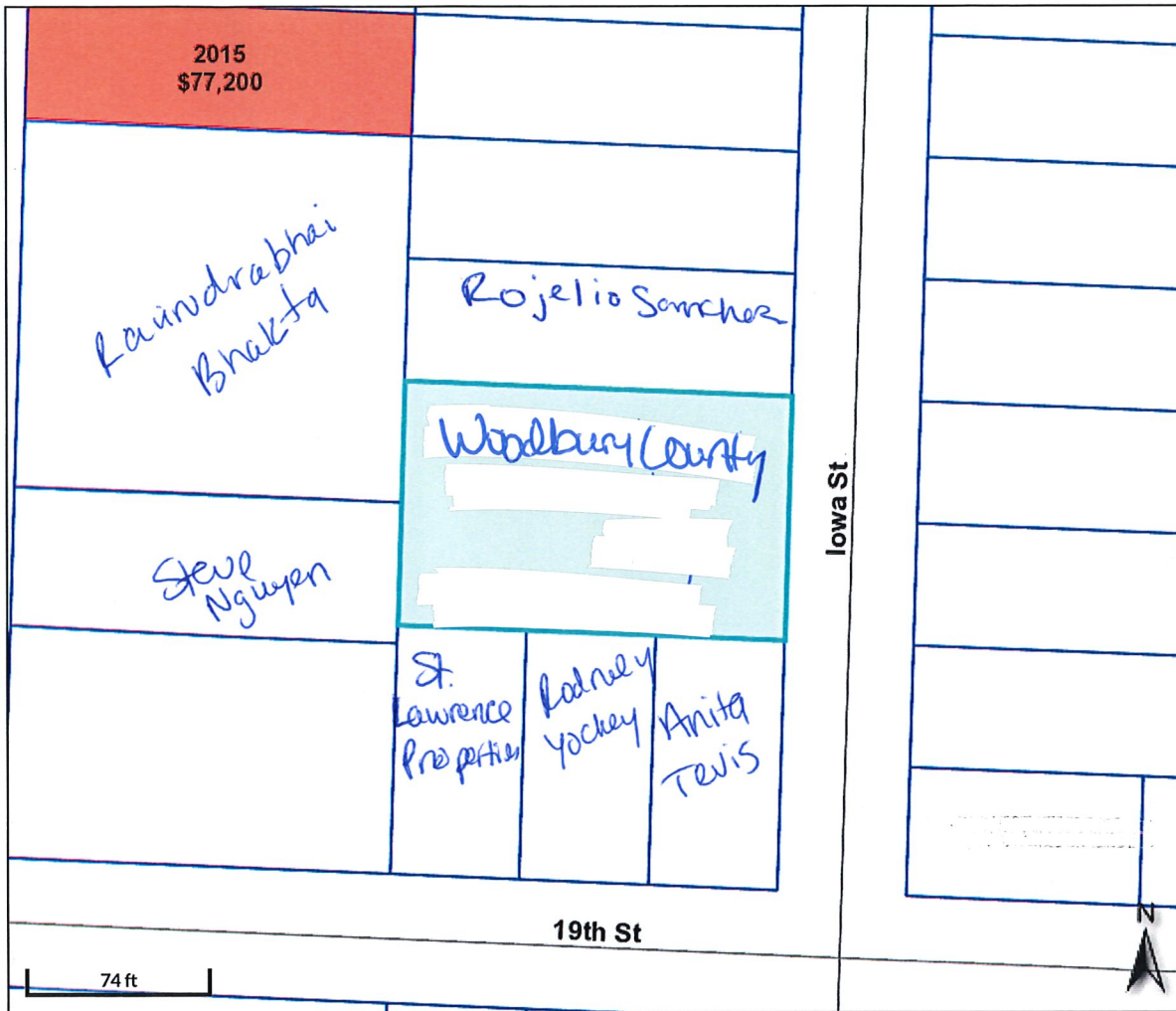
Developed by  
 The Schneider Corporation

*house is no longer present.  
 Demo was in 2006.*

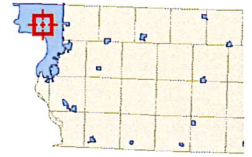


Beacon™

Woodbury County, IA / Sioux City



Overview



Legend

- Roads
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	SIOUX CITY				
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	ORCHARD HILL				
	LOTS 9 & 10 BLK 15				
	<b>(Note: Not to be used on legal documents)</b>				

Date created: 3/18/2016  
 Last Data Uploaded: 3/17/2016 10:16:40 PM

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**RESOLUTION #**

**NOTICE OF PROPERTY SALE**

**Parcels #894726113001 & #894726113009**

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

**Lots 10, 11 and 12, Block 25 Booges and Taylor Addition, City of Sioux City, Woodbury County, Iowa  
(1014 Rustin Street)**

**All that part of the vacated north/south alley lying between Lots 1, 2, 3, 10, 11 and 12, Block 25 Booges and Taylor Addition, City of Sioux City, Woodbury County, Iowa  
(1014 ½ Rustin Street)**

**NOW THEREFORE,**

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

1. That a public hearing on the aforesaid proposal shall be held on the **27<sup>th</sup> Day of June, 2017 at 4:37 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **27<sup>th</sup> Day of June, 2017**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$349.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 13<sup>th</sup> Day of June, 2017.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

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

\_\_\_\_\_  
Matthew A. Ung, Chairman

**REQUEST FOR MINIMUM BID**

Name: Jason Buckholtz Date: 11-8-16  
Address: 2620 S. Newton Sioux City, IA 51106 Phone: 301-6686

Address or approximate address/location of property interested in:  
1014 Rustin St. + 1014 1/2 Rustin St.

GIS PIN # 8947 2611 3001 + 8947 2611 3009

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

Legal Description:  
Lot 10-12 Block 25 Booges + Taylor Addition  
PT Vacated N/S Alley Lying Between 1, 2 Booges + Taylor  
Addition

Tax Sale #/Date: 00906/2015 + 00907/2015 Parcel # \_\_\_\_\_

Tax Deeded to Woodbury County on: 5/5/17

Current Assessed Value: Land \$9,500 Building — Total \_\_\_\_\_  
Land 21100

Approximate Delinquent Real Estate Taxes: 1362.00 202.00

Approximate Delinquent Special Assessment Taxes: 28.00

\*Cost of Services: \$233

Inspection to: Jeremy Taylor Date: 11-8-16

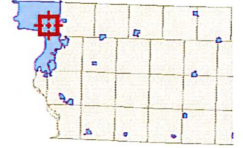
Minimum Bid Set by Supervisor: \$116 plus cost of services of \$233  
Total \$349<sup>00</sup>

Date and Time Set for Auction: June 27<sup>th</sup> @ 4:37

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



Overview



Legend

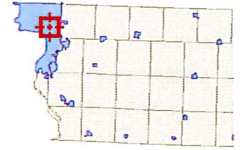
- Roads
- ▭ Corp Boundaries
- ▭ Townships
- County Residential Sales
- 2014
- 2015
- 2016
- Sioux City Residential Sales
- ▭ Parcels

Parcel ID	894726113001	Alternate ID	74205	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1014 RUSTIN ST	Acreege	n/a		SIOUX CITY 51101
	SIOUX CITY				
District	087				
Brief Tax Description	BOOGES & TAYLOR LOT 10-12 BLK 25				
	(Note: Not to be used on legal documents)				

Date created: 6/8/2017  
 Last Data Uploaded: 6/7/2017 10:57:29 PM



Overview



Legend

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

Parcel ID	894726113009	Alternate ID	74206	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	26-89-47	Class	R		620 DOUGLAS ST
Property Address	1014 1/2 RUSTIN ST	Acreage	n/a		SIOUX CITY 51101
	SIOUX CITY				
District	087				
Brief Tax Description	BOOGES & TAYLOR PT VAC N/S ALLEY LYING BTWN LOTS 1,2, 3 AND 10,11,12 BLK 25				
	(Note: Not to be used on legal documents)				

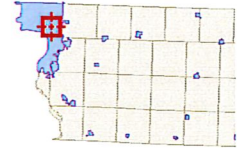
Date created: 6/8/2017  
 Last Data Uploaded: 6/7/2017 10:57:29 PM



# Beacon™ Woodbury County, IA / Sioux City



### Overview




### Legend

- Roads
- ▭ Corp Boundaries
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- County Residential Sales
- 2014
- 2015
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- ▭ Parcels

Parcel ID	894726113009	Alternate ID	74206	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	26-89-47	Class	R		620 DOUGLAS ST
Property Address	1014 1/2 RUSTIN ST	Acreage	n/a		SIOUX CITY 51101
	SIOUX CITY				
District	087				
Brief Tax Description	BOOGES & TAYLOR PT VAC N/S ALLEY LYING BTWN LOTS 1,2, 3 AND 10,11,12 BLK 25				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 6/8/2017  
 Last Data Uploaded: 6/7/2017 10:57:29 PM

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

Date: 06-22-17 Weekly Agenda Date: 06-27-17

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

**WORDING FOR AGENDA ITEM:**

Presentation of Award Certificate to Nicholas Nieman.

**ACTION REQUIRED:**

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Public Hearing
- Other: Informational
- Attachments

**EXECUTIVE SUMMARY:**

Presentation of Award Certificate for 4 hours of Paid Time Off to Nicholas Nieman.

**BACKGROUND:**

On 6-16-15 the Board of Supervisors approved the participation of Woodbury County employees in the City of Sioux City Blood Drives and to provide the same incentive of four hours of paid time off to employees who reach gallon milestones. Recipients of this award have been kind enough to donate to the blood bank for the benefit of others.

**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:**

**CERTIFICATE OF AWARD**  
**FOUR (4) HOURS OF PAID TIME OFF**  
**AWARDED TO**  
**NICHOLAS NIEMAN**

**FOR THE GENEROUS DONATION OF 1 GALLON TO THE LIFESERVE BLOOD CENTER  
(TIME OFF MUST BE REDEEMED WITHIN SIX MONTHS FROM THE DATE BELOW)**

*Matthew Ung*, Board of Supervisors, Chairman

*Rocky DeWitt*, Board of Supervisors

*Marty Pottebaum*, Board of Supervisors

*Keith Radig*, Board of Supervisors

*Jeremy Taylor*, Board of Supervisors



*June 27, 2017*

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

Date: 6-19-17

Weekly Agenda Date: 6-27-17

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dennis Butler, Budget/Finance

**WORDING FOR AGENDA ITEM:**

Approval of Appropriations Resolution for FY 2018

**ACTION REQUIRED:**

Approve Ordinance <input type="checkbox"/>	Approve Resolution <input checked="" type="checkbox"/>	Approve Motion <input type="checkbox"/>
Public Hearing <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input checked="" type="checkbox"/>

**EXECUTIVE SUMMARY:**

Before the new fiscal year starts July 1, 2017, a resolution shall be approved by the Board of Supervisors that will give the County Auditor the authority to issue checks for the new Fiscal Year 2018.

**BACKGROUND:**

This process is reoccurring at the start of every fiscal year. The resolution will give the Elected Officials and Department Heads spending authority by department/division. Each individual department/division can not exceed the total approved without coming back to the Board of Supervisors for a change.

**FINANCIAL IMPACT:**

Gives spending authority by department division that will total \$52,968,492.

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

Yes  No

**RECOMMENDATION:**

Approval of this Appropriation Resolution.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to approve the Appropriation Resolution for FY 2018.

Woodbury County, Iowa

Appropriation Resolution

For Fiscal Year 2018

Resolution #

Whereas, it is desired to make appropriations for each Service Area and Program Activity of County Government for the Fiscal Year 2018, beginning July 1, 2017, and

Now, therefore, be it resolved by the Woodbury County Board of Supervisors that the amounts detailed by Service Area on the Adopted FY 2018 Woodbury County Budget Summary Form 638-R constitute the authorization to make expenditures from the County's funds beginning July 1, 2017 and continuing until June 30, 2018, and

Futhermore, this Appropriation Resolution extends the spending authority of each County Program Activity to the amount appropriated to it as follows:

<u>Fund/Dept</u> <u>Division</u>	<u>Amount</u>	<u>Fund/Dept</u> <u>Division</u>	<u>Amount</u>	<u>Fund/Dept</u> <u>Division</u>	<u>Amount</u>	<u>Fund/Dept</u> <u>Division</u>	<u>Amount</u>
001-0031	20,000	001-1001	1,209,155	001-1011	620,287	001-1012	0
001-1013	17,555	001-1014	20,480	001-1051	6,257,762	001-1052	11,800
001-1061	1,417,688	001-1063	613,787	001-1064	12,684	001-1065	87,568
001-1101	2,155,824	001-1102	104,281	001-1103	98,272	001-1104	426,898
001-1105	141,750	001-1106	74,272	001-1111	139,000	001-3041	2,179,640
001-3101	88,575	001-3102	26,950	001-3112	118,000	001-3201	295,149
001-3203	10,000	001-3211	34,000	001-6101	353,207	001-6111	1,007,227
001-6113	313,621	001-6121	48,550	001-8101	1,149,835	001-8111	697,323
001-9001	367,659	001-9002	334,505	001-9003	243,269	001-9006	12,049
001-9011	296,392	001-9021	489,462	001-9032	5,000	001-9034	64,150
001-9101	1,199,442	001-9102	427,633	001-9103	389,098	001-9104	4,000
001-9105	7,000	001-9108	38,325	001-9111	986,734	001-9112	637,470
002-1211	627,244	002-1238	104,709	002-1240	66,120	002-1241	33,901
002-1402	26,600	002-1422	1,058,549	002-1430	239,434	002-1501	31,000
002-1621	271,000	002-3301	2,068,784	002-3302	200,000	002-3314	86,831
002-8001	383,329	002-8002	77,985	002-8011	56,255	002-8013	52,750
002-8014	38,820	002-9003	40,936	002-9202	1,100,000	003-0227	294,355
110-4022	71,393	110-4075	63,461	110-4222	82,199	110-4411	173,589
110-4413	1,416,213	111-1002	961,934	111-6011	87,898	111-6021	202,558
111-6115	36,000	111-6201	7,067	111-6301	0	111-6321	318,752
111-8021	7,000	113-8112	190,000	114-8112	18,600	220-0200	1,310,000
220-0300	1,070,000	220-7002	20,000	220-7003	4,500	220-7011	949,040
220-7012	19,000	220-7013	13,000	220-7014	78,000	220-7015	70,000
220-7101	150,000	220-7102	50,000	220-7111	25,000	220-7112	3,190,139
220-7117	1,450,000	220-7118	17,000	220-7121	1,000	220-7131	260,000
220-7201	810,000	220-7211	414,000	220-7212	774,500	220-7213	82,000
220-7221	7,000	220-7222	99,000	220-7223	120,000	220-7231	5,000

220-7232	80,000	220-7233	20,000	220-9003	26,029	221-0202	1,300,000
229-1211	184,242	231-0221	265,845	259-1211	8,652	261-6401	205,579
266-6101	50,000	274-1101	90,000	360-9101	1,496,380	360-9111	150,000
448-0101	101,000	448-0102	100,000	448-0103	540,000	448-0104	371,740
448-0105	169,000	448-0107	378,600	448-0108	346,000	448-0111	6,048
448-0112	30,000	448-0113	9,396	448-0114	111,522	448-0115	2,400
448-0117	18,021	448-0118	4,809	448-0119	30,000	667-6101	80,000
667-6102	3,000	667-6103	53,458				

**Accordingly**, until such time as a Service Area is identified as progressing to a spending level challenging its appropriation, a budget amendment per 331.435 will not be implemented,

**However**, should a Program Activity approach a spending level challenging its appropriation level, and the Service Area continues balanced, the Board of Supervisors will be requested to increase the Program's spending authority by resolving to permit such, and,

**Additionally**, the Board of Supervisors may be requested to decrease a Program's appropriation by 10% or \$5,000, whichever is greater, to appropriate a like amount to a Program Activity requesting same: 331.434 sub 6 will govern actions in this regard.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County on June 27th, 2017 and certified as follows:

Woodbury County Board of Supervisors

Ayes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Nayes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Department/Division Descriptions  
FY 2018**

<u>Fund</u>	<u>Department</u>	<u>Code/Division</u>
<b>001 - General Basic</b>		
	Supervisors:	
		0031 - Refunds
	Sheriff:	
		1001 - Uniform Patrol
		1011 - Investigations
		1012 - HIDTA - Federal Reimbursement
		1013 - US Marshal Federal Reimbursement
		1014 - Drug Task Force - Federal Reimbursement
		1051 - LEC Jail Facility
		1052 - Praire Hill Center
		1061 - Sheriff Adminstration
		1063 - Civil Division
		1064 - Highway Safety Grant
		1065 - Crime Prevention
	County Attorney:	
		1101 - County Attorney Administration
		1102 - HIDTAE Grant #1
		1103 - Edward Byrne Grant
		1104 - Juvenile Detention
		1105 - Fine Collections
		1106 - HIDTA Grant #2
	Supervisors:	
		1111 - County Medical Examiner
		3041 - Siouxland District Health
	Human Services:	
		3101 - Administration
	Supervisors:	
		3102 - General Relief Administration
		3112 - General Relief Assistance
	Veteran Affairs:	
		3201 - Administration
		3203 - IDVA Grant
		3211 - Veterans Assistance
	Conservation Board:	
		6101 - Administration
		6111 - Parks
		6113 - Naturalist
		6121 - Nature Center
	Co. Treasurer:	
		8101 - Motor Vehicle

Co. Auditor:  
8111 - Recorder

Supervisors:  
9001 - Board of Supervisors  
9002 - Board Administration

Human Resources:  
9003 - Administration

Civil Service:  
9006 - Administration

Co. Auditor:  
9011 - Administration

Co. Treasurer:  
9021 - Tax Department

Supervisors:  
9032 - Public Bidder  
9034 - Mail Services

Building Services:  
9101 - Courthouse Building  
9102 - LEC Building  
9103 - Tropser Hoyt Building  
9104 - Anthon Courthouse  
9105 - Praire Hill Facility  
9108 - Building Services

WCICC Commission:  
9111 - WCICC Information

Communications Commission:  
9112 - Communications Center

## **002 - General Supplemental**

Emergency Services:  
1211 - Operations

Supervisors:  
1238 - Emergency Management Allocation  
1240 - Starcom Allocation  
1241 - Ambulance Risk Allocation  
1402 - District Court Operations

Sheriff:  
1422 - District Court Security  
1430 - Courthouse Security

County Attorney:  
1501 - Jury & Witnes Fees

Supervisors:  
1621 - Court Appointed Juvenile Attorney Fees

Juvenile Detention:  
3301 - Juvenile Detention Operations  
3314 - Juvenile Mental Health & Teen Court



Supervisors:

3302 - Youth Guidance Services

County Auditor:

8801 - Elections Administration

8802 - General Primary Election

8011 - School Elections

8013 - City General Elections

8014 - City Primary Elections

Human Resources:

9003 - Administration

Supervisors:

9202 - Risk Management Services

**003 - Gaming Revenues**

Supervisors:

0227 - Contributions & Allocations

**110 - Sioux Rivers Region**

Sioux Rivers Region:

4022 - Services Management

4075 - Mental Health Advocates

4222 - Services Management

4411 - General Management

4413 - Distribution to the Region

**111 - Rural Basic**

Sheriff:

1002 - Uniform Patrol

Co. Engineer:

6011 - Roadside Management

Supervisors:

6021 - Sanitary Landfill

Supervisors:

6115 - Soil Conservation Allocation

Emergency Services:

6201 - Animal Control

County Economic/Community Development:

6321 - Administration

Supervisors:

8021 - Township Trustees

**113 - County Recorders Management**

County Auditor:

8112 - Records Management

**114 - County Recorders Electronic Management**

County Auditor:

8112 - Records Management

**220 - Secondary Roads**

County Engineer:

0200 - Capital Projects  
0300 - Capital Projects  
7002 - Administration Office Expense  
7003 - Administration Substance  
7011 - Secondary Roads Administration & Engineering  
7012 - Administration Equipment & Supplies  
7013 - Administration Substance  
7014 - Outside Engineering  
7015 - Bridge Inspection  
7101 - Bridges  
7102 - Culverts  
7111 - Roadway Maintenance  
7112 - Maintenance Wages & Benefits  
7117 - Surface Maintenance  
7118 - Roadside Maintenance  
7121 - Snow & Ice Removal  
7131 - Traffic Control  
7201 - New Equipment  
7211 - Equipment Repairs  
7212 - Equipment Supplies  
7213 - Sundry  
7221 - Tools  
7222 - Materials PLD STK  
7223 - Supplies PLD STK  
7231 - Drainage Assessments  
7232 - Building  
7233 - Grounds

Human Resources:

9003 - Administration

**221 - Secondary Roads Special Bridge Projects**

County Engineer:

0202 - Capital Projects

**229 - EMS Loan**

Emergency Services:

1212 - EMS Loans

**231 - Local Option Sales Tax (L.O.S.T.)**

Supervisors:

0227 - Contributions & Allocations

**259 - EMS Training**

Emergency Services:

1211 - Emergency Services Training

**261 - County Library**

County Library Trustees:

6404 - Operations

**266 - REAP**

Conservation Board:

Capital Projects

**274-County Attorney Forfeiture**

County Attorney:

1101 - Equipment

**360 - CIP Capital Projects**

Supervisors:

9101 - County Buildings Project

9111 - WCICC CIP

**448 - Debt Service**

Supervisors:

- 0101 - Conservation CIP (2010)
- 0102 - Sheriff - Intake CIP (2017)
- 0103 - 240th & Allison Road Project (2015)
- 0104 - CIP Projects (2017)
- 0105 - CIP Capital Loan (2014)
- 0107 - Capital Loan Note (2016)
- 0108 - Capital Loan Note (2015)
- 0111 - Conservation CIP (2010) Interest
- 0112 - Sheriff - Intake CIP (2017) Interest
- 0113 - 240th & Allison Road Project (2015) Interest
- 0114 - CIP Projects (2017) Interest
- 0115 - CIP Capital Loan (2014) Interest
- 0117 - Capital Loan Note (2016) Interest
- 0118 - Capital Loan Note (2015) Interest
- 0119 - TIF Loan (2017) Interest

**667 - Conservation Reserve**

Conservation Board:

- 6101 - Administration
- 6102 - Nature Center Gift Shop
- 6103 - Nature Center Programs

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

Date: 6-19-17

Weekly Agenda Date: 6-27-17

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dennis Butler, Budget/Finance

WORDING FOR AGENDA ITEM:  
Approval of Resolution for Inter-fund Operating Transfers for FY 2018

**ACTION REQUIRED:**

Approve Ordinance <input type="checkbox"/>	Approve Resolution <input checked="" type="checkbox"/>	Approve Motion <input type="checkbox"/>
Public Hearing <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input checked="" type="checkbox"/>

**EXECUTIVE SUMMARY:**

Before the new fiscal year starts July 1, 2017, a resolution shall be approved by the Board of Supervisors that will give the County Auditor the authority to make operating transfers from time to time during the Fiscal Year 2018.

**BACKGROUND:**

This process is reoccurring at the start of every fiscal year. The resolution will give the Auditor's Office the authority to make operating transfers from time to time between the various County funds in each resolution.

**FINANCIAL IMPACT:**

Gives the Auditor the authority to make operating transfers in the total amount of \$9,987,470.

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

Yes  No

**RECOMMENDATION:**

Approval of the Operating Transfers Resolutions.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to approve the Resolution for Inter-fund Operating Transfers for FY 2018.

**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the General Supplemental to the General Basic Fund during the Fiscal Year 2017-18 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to fund the appropriations for the matching FICA, IPERS, Health Insurance, Life Insurance and LTD costs expended from the General Basic Fund.

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the General Supplemental Fund to the General Basic Fund for the fiscal year beginning July 1, 2017, shall not exceed the sum of \$ 6,243,935

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 27th, 2017 the vote being as follows:

Ayes: \_\_\_\_\_  
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Nayes: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Rural Basic Services Fund to the County Library Fund during the Fiscal Year 2017-18 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move the taxes, levied on the township valuations, to the County Library Fund to pay the their share of the expenses of the County Library.

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Rural Basic Services Fund to the County Library Fund for the fiscal year beginning July 1, 2017, shall not exceed the sum of \$ 140,848.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 27th, 2017, the vote being as follows:

Ayes: \_\_\_\_\_  
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Nays: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Rural Basic Services Fund to the Secondary Roads Fund during the Fiscal Year 2017-18 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move the taxes, levied on the township valuations, to the Secondary Roads Fund to pay their share of the expenses of the Secondary Roads Fund.

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Rural Basic Services Fund to the Secondary Roads Fund for the fiscal year beginning July 1, 2017, shall not exceed the sum of \$ 1,028,000.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 27th, 2017, the vote being as follows:

Ayes: \_\_\_\_\_  
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Nays: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Gaming Fund to the General Supplemental Fund during the Fiscal Year 2017-18 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Gaming revenues to the General Supplemental Fund for property tax reductions,

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Gaming Fund to the General Supplemental Fund for the fiscal year beginning July 1, 2017, shall not exceed the sum of \$ 300,000.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 27th, 2017, the vote being as follows:

Ayes: \_\_\_\_\_  
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Nays: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Local Option Sales Tax Fund to the Rural Basic Fund during the Fiscal Year 2017-18 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Local Option Sales Tax Fund revenues to the Rural Basic Fund for the funding of the Economic/Community Development department,

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Local Option Sales Tax Fund to the Rural Basic Fund for the fiscal year beginning July 1, 2017, shall not exceed the sum of \$ 319,639.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 27th, 2017, the vote being as follows:

Ayes: \_\_\_\_\_  
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Nayes: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Local Option Sales Tax Fund to the Rural Basic Fund during the Fiscal Year 2017-18 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Local Option Sales Tax Fund revenues to the Rural Basic Fund for property tax reduction,

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Local Option Sales Tax Fund to the Rural Basic Fund for the fiscal year beginning July 1, 2017, shall not exceed the sum of \$ 512,000.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 27th, 2017, the vote being as follows:

Ayes: \_\_\_\_\_  
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Nayes: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Local Option Sales Tax Fund to the Rural Basic Fund during the Fiscal Year 2017-18 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Local Option Sales Tax revenues to the Rural Basic Fund for the funding of Soil Conservation,

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Local Option Sales Tax Fund to the Rural Basic Fund for the fiscal year beginning July 1, 2017, shall not exceed the sum of \$ 36,000.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 27th, 2017 the vote being as follows:

Ayes: \_\_\_\_\_  
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Nays: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Conservation Reserve Fund to the Debt Service Fund during the Fiscal Year 2017-18 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Conservation Reserve revenues to the Capital Improvement Fund for debt repayment for conservation capital improvements,

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Conservation Reserve Fund to the Debt Service Fund for the fiscal year beginning July 1, 2017, shall not exceed the sum of \$ 107,048.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 27th, 2017, the vote being as follows:

Ayes: \_\_\_\_\_  
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Nayes: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Rural Basic Services Fund to the Secondary Roads - Special Bridge Projects Fund during the Fiscal Year 2017-18 budget year ( 5th FY of 5 FYs), and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move the taxes, levied on the township valuations, to the Secondary Roads - Special Bridge Projects Fund to pay additional construction

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Rural Basic Services Fund to the Secondary Road - Special Bridge Projects Fund for the fiscal year beginning July 1, 2017, shall not exceed the sum of \$ 1,300,000.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 27th, 2017, the vote being as follows:

Ayes: \_\_\_\_\_  
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Nayes: \_\_\_\_\_  
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**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM**

**#14**

Date: 06/22/2013 Weekly Agenda Date: 06/27/2017

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Dianne McTeer, Caseworker

**WORDING FOR AGENDA ITEM:**

Approval of the 2017- 2018 Detention Meals contract with CBM Managed Food Service

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

For the 2017 - 2018 fiscal year the WCJD food program will increase to \$5.51 per meal.

**BACKGROUND:**

This is the fourth addendum to the original contract of 2013 - 2014. The cost increase for meals are based on the current CPI of 2.4% which will increase our per meal cost to \$ 5.51. Snacks and other kitchen supplies billed by invoice.

**FINANCIAL IMPACT:**

\$100,000 based on recent population.

**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:**

My recommendation is for the Board of Supervisors to approve the increase in cost.

**ACTION REQUIRED / PROPOSED MOTION:**

Approval by the Board to this one year extension of Food Service Contract

## 2017 – 2018 EXTENSION TO AGREEMENT

(FOURTH) **EXTENSION TO AGREEMENT** dated as of the first day of July 2017, by and between Woodbury County Juvenile Detention Center, in the city of Sioux City, Iowa hereinafter referred to as the **School Food Authority (SFA)** and CBM Managed Service 500 East 52<sup>nd</sup> Street North Sioux Falls, SD 57104, hereinafter referred to as the **Food Service Management Company (FSMC)**

### THE PARTIES AGREE AS FOLLOWS

WHEREAS, the parties hereto were parties to an agreement dated as of the first day of July 2013, where in the **FSMC** agreed to provide food service management to the **SFA**, Woodbury County Juvenile Detention Center in Sioux City, Iowa.

WHEREAS, the parties desire to further extend the term of the Agreement for an additional one year period commencing July 1, 2017 and ending June 30, 2018 upon the same terms and conditions set forth in the Agreement as amended herein;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter expressed and expressed in the Agreement, it is mutually covenanted and agreed by and between the parties hereto as follows:

### PRICING

Section XVI (C) 1-3 of the original Agreement is deleted in its entirety and the following substituted in lieu thereof:

1. Fee per Meal: \$ 5.51
2. Fee per Snack Purchased at Bulk Prices
3. Bulk supplies Purchased as listed on invoice

### REAFFIRMATION

Except for the amendment set forth in Section XVI (C) 1-3 above, the parties hereto reaffirm the Agreement as initially set forth in its entirety.

### ACKNOWLEDGEMENT

Each apart hereto acknowledges that it has no actual knowledge of breach by the other party as of the date of this first Extension to the Agreement.



IN WITNESS WHEREOF, the parties have executed this Fourth Extension to the Agreement as of the day and year written below.

**SFA  
Woodbury County Juvenile Detention**

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

Title: \_\_\_\_\_

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

**FSMC  
CBM MANAGED FOOD SERVICE**

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

Title: \_\_\_\_\_

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

Department of Education, Bureau Nutrition and Health Services

**Reviewed as of the \_\_\_ day of \_\_\_\_\_, 2017**

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

Title: \_\_\_\_\_ Consultant \_\_\_\_\_

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

Date: 6/22/2017

Weekly Agenda Date: 6/27/2017

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Kenny Schmitz

**WORDING FOR AGENDA ITEM:**

Law Enforcement Center- Building HVAC Front End Automation to HVAC Computer System

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The current Front-end "Alerton" building automation communication control system at the Law Enforcement Center is outdated and need of an upgrade.  
A system tie-in to the master HVAC computer will provide equipment alarm notices, real-time reporting, and trending opportunities. The front end system upgrade will allow night set back functionality allowing for improved energy efficiency. Energy rebate opportunities will be studied by RCE and Clear Result. This is the last major building front end communication link to be tied into the master HVAC system computer.

**BACKGROUND:**

Building Services goal is to incorporate the major County Buildings in a manner that will allow access to all building HVAC systems and the eventual control via a graphics system from a central point HVAC Computer System.

**FINANCIAL IMPACT:**

Funding Allocation: 2017 CIP #A6-17

Resource Consulting Engineers: \$9,500.00

Star Controls: \$32,328.00

Total= \$41,828.00

**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:**

Building Services requests approval of project and funding required to link the LEC with all other major buildings into the HVAC system master computer.

**ACTION REQUIRED / PROPOSED MOTION:**

1. Motion to approve Resource Consulting Engineers quote (6-21-2017) in the amount of \$9,500.00
2. Motion to approve Star Control quote (6/21/2017) in the amount of \$32,328.00

June 21, 2017



RESOURCE  
CONSULTING  
ENGINEERS LLC

**Kenny Schmitz**

*Director of Building Services*

Woodbury County  
620 Douglas Street  
Sioux City, IA 51101

Re: Woodbury County Law Enforcement Center – Equipment Documentation, Controls, and Energy Rebate Assistance

Dear Kenny,

I am pleased to present you with a proposal to provide Engineering Services related to equipment documentation, controls documentation, and energy rebate assistance for the Woodbury County Law Enforcement Center Building. I appreciate the opportunity to provide this proposal, and look forward to helping Woodbury County with this Project.

Based on preliminary discussions related to the current process of upgrading controls and pursuing energy rebates related to these upgrades, documentation and feedback are required to complete the control system front end upgrade and the energy rebate analysis process.

**Scope of services:**

Services to be provided:

- Mechanical Engineering analysis and documentation services, including:
  - Development of existing floorplan drawings showing all major and terminal mechanical equipment
  - Develop drawings with schedules for existing equipment located throughout building
  - Review control sequences and equipment with control system supplier
  - Produce drawings documenting existing control systems and sequences – minor modifications may be recommended as part of this process
  - Produce drawings showing flow diagrams of existing
  - Review building system details and control sequences with utility rebate

Not included (available upon request):

- Detailed design of modifications to existing building systems
- Detailed survey of any building systems not specifically identified

- Energy modeling or analysis of existing building systems/components
- Analysis of potential hazardous materials (e.g. asbestos containing materials)
- Code analysis of existing building components or systems
- Modifications to existing building architecture, or other building components not specifically identified
- Analysis or documentation of building structural components
- Development of any documents for use by Contractor(s)

Deliverables:

- Floor Plan Drawings documenting existing equipment locations (distribution, including ductwork and piping, will not be included in drawings)
- Schedule Drawings documenting existing equipment capacities and characteristics
- Control Drawings including sequences of operations and point lists

**Schedule**

It is understood that the work of this project must be completed in a timely fashion. Resource Consulting Engineers, LLC will proceed with the engineering services described in this proposal immediately once given a notice to proceed.

**Basic Services**

We propose to provide the engineering services outlined above for a fixed fee of \$9,500. Additional services outside the scope defined in this proposal will be provided on an hourly basis. No additional services will be provided without prior authorization from Woodbury County. The hourly rates for staff expected to work on this project are as follows:

- Mechanical Engineer/Project Manager - \$130/hour
- Electrical Engineer - \$130/hour
- Engineering Intern or Designer - \$80/hour
- Clerical - \$40/hour

**Summary**

I appreciate the opportunity to provide this proposal to provide engineering services for equipment documentation, controls documentation, and energy rebate assistance for the Woodbury County Law Enforcement Center Building. If you have questions or comments regarding this proposal, please do not hesitate to share them with me. I would be happy to review scope and fees in detail if it is helpful. I look forward to working together on this project. Thank you.

Respectfully,



Corey B. Metzger, PE  
Principal  
Resource Consulting Engineers, LLC

Accepted by:

\_\_\_\_\_  
Woodbury County Board of Supervisors



June 21, 2017

To: Woodbury County Building Services  
629 Douglas St # B07  
Sioux City, IA 51101

Attn: Kenny Schmitz

RE: Law Enforcement Building Alerton Building Automation System Upgrade

Star Control will provide the following to update the controls in the Law Enforcement building also it will be tied into the existing web server located in the WC ICC that was installed during the court house upgrade:

- ACM
- Web-8100 Jace (licensed for 100 devices and 5000 points)
- Programming
- Graphics
- Labor to install
- 3 year software service agreement (all software updates for the next 3 years will be provided for the Jace)

Your investment: **\$ 32,328.00**

Exclusions:

- Any malfunctioning control devices found during upgrade
- Local area network settings owner will need to provide them to us
- Local network connections

Quote will need to be updated after 60 days.

Sincerely,

Kevin Welty  
Star Control  
712-224-2429 Desk

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

Date: 6/22/2017 Weekly Agenda Date: 6/27/2017

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

**WORDING FOR AGENDA ITEM:**

Consider approval of plans for project number L-C07(7)--73-97

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Plans have been completed and permits received for construction of a new culvert and drop inlet to replace existing culvert on D54. We request approval of the plans for letting.

**BACKGROUND:**

The county programmed this project for replacement in fiscal year 2017, ahead of the PCC overlay of county route D54 east of Oto. The existing culvert is in poor condition with some separation in the barrel section of the existing box.

**FINANCIAL IMPACT:**

This bridge is paid for with local secondary road funds.

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

Yes  No

**RECOMMENDATION:**

I recommend that the Board approve the plans for project number L-CO7(7)--73-97.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the plans for project number L-C07(7)--73-97.





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

Date: 6/22/2017 Weekly Agenda Date: 6/27/2017

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

**WORDING FOR AGENDA ITEM:**

Consider approval of plans for project number L-B(Q10)--73-97

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Plans have been completed and permits received for construction of a new bridge to replace existing bridge Q10 on 220th Street east of Bronson. We request approval of the plans for letting.

**BACKGROUND:**

The county programmed bridge Q10 for replacement in fiscal year 2017. The existing bridge is structurally deficient and functionally obsolete and has a restricted load posting.

**FINANCIAL IMPACT:**

This bridge is paid for with special project levy funds, the \$1.3 million levy for bridge and project work levied since 2014.

**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:**

I recommend that the Board approve the plans for project number L-B(Q10)--73-97.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the plans for project number L-B(Q10)--73-97.



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

#17a

Date: \_\_\_\_\_ Weekly Agenda Date: \_\_\_\_\_

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** \_\_\_\_\_

**WORDING FOR AGENDA ITEM:**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

**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:**

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

#17b

Date: \_\_\_\_\_ Weekly Agenda Date: \_\_\_\_\_

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** \_\_\_\_\_

**WORDING FOR AGENDA ITEM:**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

**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:**

COPY

**FOOD SERVICE CONTRACT BETWEEN WOODBURY COUNTY  
AND CBM MANAGED SERVICES**

This contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by, and between Woodbury County (hereinafter referred to as "County") having offices at 620 Douglas Street, Room 101, Woodbury County Courthouse, Sioux City, Iowa 51101 and Catering By Marlin's Inc., d/b/a CBM Managed Services (hereinafter referred as "Contractor") business address: 500 East 52<sup>nd</sup> Street North, Sioux Falls, South Dakota 57104.

**WHEREAS**, County operates and maintains the Woodbury County Jail and desires to contract for food services as described herein with the Contractor.

**NOW THEREFORE**, County and Contractor agree to the following:

**1.0 FOOD AND SUPPLIES**

**1.1 Procurement of Food**

The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage, and inventory of all foods and direct supplies and shall pay for all food products related to food production, service and management applicable to the contract. All food and supplies offered are subject to availability. Contractor reserves the right to make food and supply substitutions when market conditions dictate or items become unavailable for any reason beyond Contractor's control. All substitutions will be made with comparable products.

**1.2 Frequency of Meals**

The Contractor shall provide dietary services and proposed training to provide three (3) meals per day with a minimum of one (1) hot meal per day. Regular meal times shall be with no more than fourteen (14) hours between the evening meal and the following day's breakfast meal. The Contractor shall provide a sack lunch to inmates who miss the service of the regularly scheduled meal. The sack lunch shall meet the nutritional needs of the inmates. Snacks and nutritional supplements may be required and will be charged for separately.

**1.3 Meal Counts**

The County shall provide the number of meals to be prepared for each meal/sack lunch which shall be called the "Census Count". All meal count orders will be given to the Contractor at least two hours prior to serving time for meals. The official daily billing count shall be Census Count or the Actual Count (the actual number of meals served), whichever is greater. All additional County authorized "Caterings" shall be billed separately based on a mutually agreed upon price.

Staff meals will be the same meal as the inmate meal and will be billed at the same rate as the inmate meal.

Initials (County) \_\_\_\_ Initials (Contractor) \_\_\_\_

- 1.4 Menu Cycles**  
The Contractor will provide dietitian approved meals on, at least, a 4-week menu cycle including providing options for medically restricted diets, religious diets, religious non-pork diets, Kosher, vegetarian and vegan diets.
- 1.5 Menu Planning**  
Menus shall be planned by the Contractor in accordance with the National Academy of Sciences to meet the nutritional needs of the inmates. The Contractor menus shall provide a variety of foods in adequate amounts to meet the Recommended Daily Allowances (RDAs), and American Correctional Association (ACA) standards. These shall be adjusted for age, gender, therapeutic modifications if needed, and activity level of the inmates. The Contractor shall retain copies of pertinent standards at the individual facilities. The 4-week menu cycle shall have a weekly average of 2500 to 3000 calories per day for adult meals.
- 1.6 Menu Review and Approval**  
The menus prepared by the Contractor shall be reviewed and approved by a Registered Dietitian, provided at Contractor's expense, who is licensed by the State of Iowa, in order to ensure compliance. All menus prepared by the Contractor shall be approved by the Sheriff or his/her designee, with such approval not to be unreasonably denied.
- 1.7 Recipes and Production Standards**  
The Contractor shall maintain standardized recipes and portion control procedures for the County. Standardized recipes must be followed for all food preparation to ensure medical nutrition therapy, nutritional adequacy, and nutrient requirements.
- 1.8 Menu Modifications and Substitutions**  
Contractor shall make modifications in the menu, approved by Contractor's registered dietitian, to accommodate medically restricted, religious, religious non-pork, vegetarian, and vegan diets at no additional charge. Any modifications in the menu shall also be approved by the Sheriff or his/her designee.
- 1.9 Meal Preparation and Service**  
The Contractor shall supervise all meal preparation and service to ensure quality, sanitation, texture, consistency, appearance, therapeutic modifications, and temperature. The contractor shall freeze one sample tray from each meal served for a minimum of 72 hours.
- 1.10 Support Services**  
The Contractor shall provide standard training for inmate laborers at no cost to County. Consideration will be given to the possibility of providing Vocational Training in Food Service to inmates that have been designated by the Classification Officer as an Inmate Worker. Any Vocational Training taken into consideration under this Contract will not occur until the mutual consent of both

Initials (County) \_\_\_\_ Initials (Contractor) \_\_\_\_

parties has been obtained in regard to training program to be offered and the party responsible for the cost of the training.

**1.11 Processing of Complaints**

The Contractor shall follow County's grievance process and provide a response for addressing complaints from inmates related to food service.

**2.0 SPECIAL TERMS AND CONDITIONS**

**2.1 Excused Performances**

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, or labor disturbance or strike, business operations at the County facility are interrupted or stopped, performance of the contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.

**2.2 Right of Inspection**

The County or any person or government entity designated by the Sheriff or his/her designee shall have the right of inspection at any time of all food service areas, dining facilities, storage and auxiliary service rooms and the operation of the Contractor with respect to the quality and quantity of food service, the method of service, opening and closing hours, and generally with respect to use, safety, sanitation and the maintenance of said premises. This provision shall not be construed to limit County's ability to enter into the premise with or without notice for any reason.

**2.3 Insurance**

The Contractor assumes responsibility arising from the administration or delivery of food services. The Contractor will handle all lawsuits and pay all associated legal costs and settlements, if any, related to the administration or delivery of food services. The Contractor will provide the necessary liability coverage for the food service while the County and Contractor will provide their respective employee's workers comp and employer's liability coverage.

**2.3.1 Coverage and Minimum Limits**

<u>Coverage</u>	<u>Minimum Limits</u>
Workers Compensation	Statutory/Iowa
Employer's Liability Coverage (B)	\$500,000/\$500,000/\$500,000
<u>Commercial General Liability (CGL)</u>	
General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal and Advertising Liability	\$1,000,000
Umbrella	\$10,000,000

Initials (County) \_\_\_\_\_ Initials (Contractor) \_\_\_\_\_



Automobile Liability (including hired/non-owned)  
Combined Single Limit \$1,000,000

**2.3.2 Insurance Requirements**

- a. The Contractor is required to maintain the above insurances and keep said insurances in effect during the course of this contract.
- b. Prior to beginning work, the Contractor shall provide County a current certificate of insurance with the required coverage and limits of insurance issued by an insurance company licensed to do business in the State of Iowa and signed by an authorized agent.
- c. Commercial General Liability includes but is not limited to consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.
- d. These policies shall contain a covenant requiring thirty (30) days written notice by the insurer to County before cancellation, reduction or other modifications of coverage.
- e. In the event of non-renewal, cancellation or expiration of insurance, the Contractor shall provide County evidence of the new source(s) of required insurance within twenty-one (21) calendar days after County's receipt of the thirty (30) day notice.

**2.4 Indemnification**

The Contractor agrees that it will hold harmless, indemnify, and defend County, its Commissioners, officers, agents and employees against any and all claims, expenses (including attorney's fees), losses, damages or lawsuits for damages arising from or related to providing or failing to provide services hereunder, to the extent caused by the Contractor's negligent performance of professional services under this contract and that of its subcontractors or anyone for whom the Contractor is legally liable.

To the extent permitted by law, the County agrees that it will hold harmless, indemnify, and defend the Contractor, officers, agents and employees against any and all claims, expenses (including attorney's fees), losses, and damages to the extent caused by County's negligence and the acts of its contractors, subcontractors or anyone for whom County is legally liable.

Neither the County nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

**2.5 Regular Meetings on Performance**

Recognizing that the successful performance of the contract is dependent on favorable response from the users, the Contractor shall meet regularly with

Initials (County) \_\_\_\_\_ Initials (Contractor) \_\_\_\_\_

authorized personnel of the County, to effect adjustments in operations and shall cooperate at all times to maintain maximum efficiency and good public relations with inmates and staff.

**2.6 Permits/Licenses**

The Contractor shall be financially responsible for obtaining all required permits and licenses to comply with pertinent municipal, county, state and federal laws and regulations.

**2.7 Advertising**

The County shall approve in writing all design, advertising, and/or lettering of textile, polystyrene or paper goods such as paper cups, plates, napkins, prepackaged condiments, menus and similar items, prior to purchase of items by the Contractor.

**2.8 Personnel**

The Contractor shall ensure an adequate staff of employees shall be on duty for the efficient, prompt and sanitary service of food.

**2.8.1 Management Assignment/Requirements**

The Contractor's food service staff shall be subject to the approval of the County.

**2.8.2 Contractor Contact People**

The Contractor shall provide a list of all possible Contractor personnel that may visit, manage or oversee the foodservice operation in the County. This list will contain the person's name, phone number and email address.

**2.8.3 Personnel Relations**

Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.

**2.8.4 Staff Listing**

The Contractor shall supply the County with a complete list of employees, supervisors and management assigned to work areas at the start of the contract and as frequently thereafter as requested by the County. All employees of the Contractor shall be subject to the approval of the County and will include a criminal background check.

**2.8.5 Area Security**

All Contractor personnel will follow all County security rules, regulations and policies.

Initials (County) \_\_\_\_ Initials (Contractor) \_\_\_\_

**2.8.6 Prison Rape Elimination Act (PREA)**

If applicable, Contractor shall comply with the County's zero-tolerance policy related to the sexual assault, sexual misconduct or rape of offenders/inmates. Contractor's employees, agents, representative and/or members of its Board of Directors, including volunteers, who have contact with inmates, shall attend and successfully complete any and all staff training(s) related to PREA, as required by the County.

The County shall provide the training(s) at no cost to Contractor. Contractor shall be responsible for expenses incurred, including salary, benefits and/or transportation, in connection with the attendance of mandatory PREA training(s) by its employees, agents, representatives and/or members of its Board of Directors, including volunteers.

**2.8.7 Available Inmate Labor**

Inmate labor will be available for assisting with the cleaning of facilities and serving of prepared foods. If inmate labor is not available, Contractor's staff will clean the facility and serve the prepared food. The Sheriff or his/her designee will provide four (4) inmates for each meal. The Contractor shall ensure that at no time may inmates supervise other inmates. The Contractor shall provide inmate training. The Sheriff reserves the right to suspend inmate labor being made available to the Contractor at any time that in the opinion of the Sheriff or his/her designee the presence of inmate labor presents a safety or security concern to the facility or to any person present in the facility. If inmate labor is suspended or not adequately provided, Contractor reserves the right to request an increase in the price per meal, which such request should not be unreasonably denied.

**2.8.8 Employment**

The County will not engage the services of any current or dismissed Contractor personnel for one full year after termination of employment or one year after termination of this contract without written consent of Contractor.

**2.8.9 Independent Contractor**

The relationship of the Contractor to the County is and will continue to be that of an independent contractor. The employees of Contractor are not, nor shall they be deemed to be, employees of County and employees of County are not, nor shall they be deemed to be employees of Contractor. Inmate labor shall not be deemed to be employees of the Contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied

Initials (County) \_\_\_\_ Initials (Contractor) \_\_\_\_

between the parties, or either party's agent, employee, or subcontractor. County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or venture with the County. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the County.

## **2.9 Facilities, Equipment and Supplies**

### **2.9.1 Facilities and Office Equipment**

The County shall provide the Contractor with general kitchen facilities, permanently installed food service equipment, storage areas, office space and restroom facilities. The County shall provide the following existing office furniture and equipment for use by the Contractor in the performance of the contract at no charge under the same terms applicable to capital equipment contained in the contract: desks, chairs, filing cabinets, telephone service and other equipment as negotiated. Upon termination or expiration of the contract, the Contractor shall vacate the premises and deliver up the premises in the same condition that the premises were in at the time the Contractor entered the premises with reasonable use and wear expected.

### **2.9.2 County Supplied Food Equipment and Supplies**

The County shall provide the Contractor with the initial inventory of smallwares (i.e., hand utensils, trays, pans, pots, dishes, glasses, silverware, etc.) and all capital equipment at the start of the contract. Contractor shall supply and replenish chemicals (i.e. dish machine chemicals, cleaning chemical, laundry chemicals, floor and equipment cleaning chemicals) and supplies (i.e. food trays, gloves, bags, napkins, nets, cups, bowls, potholders, etc.). The Contractor shall be responsible for the replacement of all smallwares. County shall be responsible for capital equipment.

### **2.9.3 Contractor Supplied Food Equipment and Supplies**

- a) The Contractor shall be responsible for its own computers and printers. The Contractor shall provide adequate inventory of employee uniforms, aprons, jackets, CBM caps, etc. as required for Contractor's employees. The County and Contractor shall mutually agree upon selection of employee uniforms. All required licenses and permits, such as health and food service permits shall be paid by the Contractor to the appropriate authority. Contractor shall also be responsible for the replacement of Contractor's office supplies.

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- b) The Contractor shall provide the County with up to \$125,000 worth of kitchen equipment to be paid for by the Contractor (“Contractors Capex”). The County shall be responsible for the identification and selection of the kitchen equipment subject to the approval of the Contractor. The Parties agree to attach a final listing of Contractors Capex once a final determination of the specific equipment has been made and attach said list to this contract in the form of an amendment. Contractor’s Capex shall become the property of County at the end of the Initial Term of the contract.
- c) County agrees to be responsible for the installation and any associated costs of Contractors Capex. Any funds remaining from the \$125,000 of Contractors Capex may be applied towards the County’s installation costs subject to documentation provided by the County to Contractor and shall become part of the Contractors Capex. Installation funds provided shall not exceed \$25,000.
- d) Should the contract be terminated prior to the end of the Initial Term, County agrees to reimburse the Contractor for the unamortized balance of Contractors Capex at the time of termination per the following amortization schedule:

<u>If termination occurs between:</u>	<u>Amount due Contractor</u>
July 1, 2017 – June 30, 2018	\$125,000.00
July 1, 2018 – June 30, 2019	\$116,500.00
July 1, 2019 – June 30, 2020	\$107,000.00
July 1, 2020 – June 30, 2021	\$ 97,500.00
July 1, 2021 – June 30, 2022	\$ 86,500.00
July 1, 2022 – June 30, 2023	\$ 75,000.00
July 1, 2023 – June 30, 2024	\$ 62,000.00
July 1, 2024 – June 30, 2025	\$ 48,500.00
July 1, 2025 – June 30, 2026	\$ 33,500.00
July 1, 2026 – June 30, 2027	\$ 17,500.00

- e) County agrees to pay the Price Per Meal as listed in Section 3.8 under the column “Price w/Capex” Upon the end of the Initial Term or payment in full by County to Contractor of Contractors unamortized Capex balance, the Price Per Meal will be the price as listed in Section 3.8 under the column “PPM”
- f) The unamortized balance of the Contractor’s Capex is based on an annual inmate meals served count of 245,700. Annual inmate meals served counts significantly lower than this will result in an extension of the Price w/Capex pricing beyond the 10-year period or the payment in full of the adjusted unamortized Capex balance at the end

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of the Initial Term. Annual inmate meals served counts significantly higher than this will result in the PPM pricing going into effect sooner and the unamortized Capex balance being reduced to zero.

**2.9.4 Other Equipment**

Other equipment, with the exception of Contractors Capex, not provided by the County that the Contractor deems to be necessary, shall be provided by the Contractor at its own expense for the start-up of this contract.

**2.9.5 Ownership and Removal of Food Equipment and Supplies**

All smallwares, chemicals, supplies and equipment provided or supplied by the Contractor shall remain the property of the Contractor with the exception of the Contractors Capex, which is subject to the terms of 2.9.3.b). All smallwares, chemicals, supplies and equipment provided or supplied by the County shall remain the property of the County.

**2.9.6 Leased Equipment**

The Contractor shall make contracts for and payments on all leased rental food services related equipment purchased by Contractor.

**2.9.7 Repair and Replacement**

The Contractor shall be responsible for the cost of repair of County food service equipment or Contractors Capex where it has been determined by the County or by a qualified manufacturer's representative that damages were due to the Contractor's negligence or the negligence of the Contractor's employees, staff, agents or subcontractors.

Contractor shall be responsible for the daily care of the equipment using the manufacturer's recommended maintenance as a guide. The County shall be responsible for any preventative maintenance costs and repairs of County food service equipment and Contractors Capex that arise due to normal wear and tear of the equipment. For any new equipment that is placed by the Contractor that is not part of the Contractors Capex, the Contractor shall be responsible for the repair/replacement of the non-Contractors Capex equipment.

**2.9.8 Vehicle**

The Contractor shall supply vehicle(s) if necessary to transport food service items to facilities. The Contractor shall provide qualified staff to operate the vehicle(s). The Contractor shall be liable for damages or injuries caused by the negligent operation of said motor vehicle(s) by the employees or agents of the Contractor.

**2.10 Space Use**

**2.10.1 Use of Space/Utilities**

Initials (County) \_\_\_\_\_ Initials (Contractor) \_\_\_\_\_

The County shall permit the Contractor to use all space assigned by the County for food service operations and other spaces deemed necessary to carry out the terms of the contract.

**2.10.2 Use of Dining and Service Areas by County**

The County may, without interfering with normal food service, use the dining and service areas from time to time for other purposes. Appropriate setup and cleanup for such other purposes shall be undertaken by County personnel at no cost to the Contractor.

**2.10.3 Facility Security**

The Contractor is responsible for control of keys and other entry devices obtained from the County for Contractor's employees and for the security of those areas that are used by its employees, staff or subcontractors.

**2.10.4 Lock/Cylinder/Key Installation and Replacement**

The Contractor shall be responsible for the cost for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of its negligence and/or loss of keys.

**2.10.5 County Security**

The County shall provide the Contractor with safety and security services inside the County's facilities.

**2.11 Utilities/Telephone**

**2.11.1 Utilities**

The County shall provide heat, air conditioning, sewer, electricity, natural gas and cold/hot water to those facilities. The Contractor agrees to exercise care to keep these energy services to a minimum and comply with established energy conservation practices, regulations and policies, and mutually endeavor to conserve the use of energies. Food loss that results from a loss or interruption of power due to failure or lack of proper maintenance by the County shall be the responsibility of County. The County shall provide all utilities necessary for normal food service operations.

**2.11.2 Telephone/ Internet**

The County shall provide the Contractor with telephone service (local) and internet service. The Contractor shall have access to local service utilizing equipment provided by the County. Contractor shall pay for all long distance telephone fees. The County shall pay for equipment repair and replacement, and line maintenance for the telephone and internet service.

**2.11.3 Uninterrupted Service**

The County shall use its best efforts to provide an uninterrupted supply of

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water, steam, electricity, gas, telephone, heat, or high/low temperature refrigeration barring acts of God, natural or manmade disasters and interruptions of the utility services listed in this section that are outside of the County's control. County shall restore services following an interruption or failure of any such utility services equipment in as timely a manner that can reasonably be expected. Scheduled outages by the County will be coordinated through the County Facilities Manager.

## **2.12 Sanitation, Safety and Inspections**

### **2.12.1 Cleanliness and Sanitation**

The Contractor shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions of matters related to the execution of the terms of the contract including food handlers' appearance and performance in the preparation, service, transport, and storage of food and related items. The Contractor shall comply with the Iowa Department of Health, Food Service Health and Sanitation guidelines and regulations and any other applicable State or Federal law or regulation.

### **2.12.2 Safety Requirements**

All materials, equipment and supplies provided by the County and Contractor must comply fully with all safety requirements as set forth by State and Federal law.

With the full cooperation of the County, an aggressive program of accident prevention and safety education shall be instituted by the Contractor. Proper instructions and training shall be provided on the use of equipment and techniques of handling food to aid in the goal of having an accident free and safe environment. Employees are to be trained on where to find safety equipment and how to use such equipment. All injuries and accidents are to be reported to the County on the day they occur and within as quick a timeframe that can be reasonably expected.

### **2.12.3 Facility Inspections**

Authorized agents of County shall have complete cooperation and access to all food service, production and storage areas and records on inspections that they may conduct.

### **2.12.4 Housekeeping and Sanitation Responsibilities**

The Contractor shall provide daily housekeeping and sanitation services in the food service, production and storage areas.

### **2.12.5 Globally Harmonized System (GHS)**

Contractor has adopted and will comply with OSHA's Hazard

Initials (County) \_\_\_\_\_ Initials (Contractor) \_\_\_\_\_



Communication Standards. A list of the hazardous materials and chemicals (as defined under 29 CFR 1910.1200) that are used in the course of the Contractor's food service activities that require a Safety Data Sheet (SDS) will be maintained onsite. The Contractor will make this list and the SDS sheets readily available to all County employees. Contractor will notify County when any new items have been added to the aforementioned list.

**2.12.6 Stripping and Sealing of Floors**

The County shall be responsible for the periodic stripping, sealing and waxing of floors in the food service areas as determined by mutual agreement.

**2.12.7 Pest Control**

The County shall be responsible for the costs and maintenance of insect and pest control in all food service, production and storage areas.

**2.12.8 Trash Removal**

The Contractor shall adhere to applicable state, County and municipal recycling and waste disposal requirements. The Contractor shall be responsible for the removal of trash and garbage from food service and production operation to dumpsters or other sites designated by County.

**2.12.9 Waste Containers**

The Contractor shall provide waste containers in sufficient quantity to maintain sanitary standards for trash disposal. The County shall provide trash bag liners as needed. Waste containers shall be kept in a clean and satisfactory condition at all times and emptied by the Contractor.

**2.12.10 First Aid Equipment**

The County shall be responsible for the costs of a basic first aid kit and related supplies in all production and service areas.

**2.12.11 Fire Extinguisher System**

The County shall furnish and maintain fire extinguisher equipment and supplies, including automatic hood extinguisher systems.

**2.12.12 Hood Ducts and Vent Cleaning**

The County is responsible for the periodic cleaning of hood ducts, plenums and related vents and fans. The Contractor shall be responsible for routine day to day cleaning and maintenance of hood vents. The Contractor shall notify the County in writing at any time it believes that the hood ducts, plenums and related vents and fans are in need of cleaning.

**2.13 Statements, Audits, Payments, and Billings.**

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**2.13.1 Weekly Billings**

The Contractor shall submit to the County, on a weekly basis, an invoice for the census count total for the week or the actual meals served whichever is greater. These invoices must be processed for payment within thirty (30) days.

**2.13.2 Reporting Period**

The Contractor's year-to-date reports shall correspond with the County's fiscal reporting period. A month shall be a calendar month. A week shall run from Thursday through Wednesday.

**2.13.3 Review of Yearly Operating Reviews**

Upon request of the County, the Contractor shall meet with the County and review each year's operation, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services.

**2.13.4 Record Retention/Audits**

The Contractor shall retain all financial records and statements pertaining to the contract for a period of three (3) years from the close of each year's operation.

**2.13.5 Other Services and/or Sales**

Sales tax applies to all direct sales of meals to employees and visitors. Contractor shall be responsible for collecting and remitting the necessary sales tax payments.

**3.0 STANDARD TERMS AND CONDITIONS**

**3.1 Deviations and Exceptions**

Requested deviations and exceptions from the terms, conditions, or specifications of this contract shall be submitted in writing to the County which may accept or reject such submission at County's sole discretion. Any submission accepted by the County shall be made by a formal amendment to this contract.

**3.2 Applicable Law**

This contract shall be governed under the laws of the State of Iowa. The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that are in effect during the term of the Contract, and any extension thereof, and which in any manner affect Contractor's work, conduct or performance under this Contract.

**3.3 Contract Assignment**

No right or duty in whole or in part of the Contractor under the contract may be assigned or delegated without the prior written consent of the County.

Initials (County) \_\_\_\_ Initials (Contractor) \_\_\_\_

**3.4 Recycled Materials**

Contractor will make every effort to support any commitment the County has to encourage the purchase of recycled materials whenever technically or economically feasible or required by law.

**3.5 Commissary**

Commissary operations will not be considered a part of this Contract.

**3.6 Contract Term**

This Contract will commence on the 1st day of July, 2017 and terminate on the 30th day of June, 2027. The Contract shall be subject to review and renewal in one (1) year increments on the anniversary date of the Contract subject to the necessary appropriation of funds and agreeable renewable terms by the Parties.

**3.7 Contract Adjustments**

After the first year of the initial contract term and each year thereafter, and each year of any renewal term, the parties will, by written amendment to this Contract in compliance with Section 4.0 adjust the contract pricing based on the change in CPI (Consumer Price Index) "Food Away From Home Index" for the previous year, with a minimum of a two percent (2%) adjustment. Said Index is published by the Department of Labor Bureau of Statistics. Additional adjustments may also be made upon mutual consent of both parties. Proposed changes to the contract pricing must be submitted to the County by February 1<sup>st</sup> of each year. Late submissions will result in the current pricing remaining in effect until the parties reach a mutual agreement regarding what the new pricing will be and when it will go into effect.

**3.8 Contract Payment**

In consideration of all conditions enumerated in this contract, the Contractor agrees and the County agrees to pay the following price per meal where Contractor will provide three (3) meals per day with a minimum of one (1) hot meal per day for the period July 1, 2017 through June 30, 2018:

<u>Scale</u>	<u>PPM</u>	<u>Price w/Capex</u>
149 and below	TBN	TBN
150-159	\$2.000	\$2.075
160-169	\$1.920	\$2.000
170-179	\$1.850	\$1.925
180-189	\$1.780	\$1.855
190-199	\$1.720	\$1.795
200-209	\$1.670	\$1.745
210-219	\$1.640	\$1.715
220-229	\$1.610	\$1.685

- **All staff meals shall be the same as an inmate meal and billed at the same rate that is currently being charged for inmate meals unless**

Initials (County) \_\_\_\_\_ Initials (Contractor) \_\_\_\_\_

otherwise specified.

- All Kosher and Halal meals will be billed at the rate of \$6.50.
- All name brand nutritional supplements will be billed at the rate of \$1.50.
- All doctor ordered medical snacks will be billed at the rate of \$1.00
- Actual count or Census Count, whichever is greater, shall be used for billing.

### 3.9 Termination

Contractor may terminate this Contract for convenience by providing the County written notification ninety (90) days prior to June 30<sup>th</sup> of each year. Should either party breach any terms or provisions of the contract, the breached party shall serve written notice to the party committing the breach setting forth the alleged breach and demanding compliance with the contract. The party committing the breach shall have a 20-day cure period in which to contest the allegations or correct the breach. Should the party committing the breach fail to contest or correct the breach within the 20 day cure period, the breached party may terminate this contract by having given the other party 30-day written notice of termination.

In case of any termination as provided for within this Contract, the Contractor shall be entitled to receive payment from the County for work completed prior to the termination date in accordance with the terms and conditions of this Contract and the County shall be entitled to receive payment for any commissions due in accordance with this Contract. In addition, Contractor shall be entitled to receive the unamortized balance of the Contractors Capex per Section 2.9.3(b) of this Contract.

### 4.0 Entire Agreement

This written contract with referenced parts, attachments and addendums shall constitute the entire agreement and no other terms or conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by all parties to this Agreement. Any future amendments to the contract shall be in writing and attached to the original contract as an addendum. Any dispute arising from the terms and conditions of the contract that cannot be resolved by mutual agreement or through arbitration/mediation shall be tried in Woodbury County, Iowa.

Dated this \_\_\_ day of \_\_\_\_\_, 2017.

WOODBURY COUNTY:

\_\_\_\_\_  
Sheriff

Dated this \_\_\_ day of \_\_\_\_\_, 2017.

CATERING BY MARLIN'S, INC.  
D/B/A CBM MANAGED SERVICES:

\_\_\_\_\_  
Shane Sejnoha

Initials (County) \_\_\_\_ Initials (Contractor) \_\_\_\_

**Vice-President Operations**

\_\_\_\_\_  
**Chairman of the Board of Supervisors**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Witness**

Initials (County) \_\_\_\_ Initials (Contractor) \_\_\_\_

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

**#18**

Date: \_\_\_\_\_ Weekly Agenda Date: \_\_\_\_\_

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** \_\_\_\_\_

**WORDING FOR AGENDA ITEM:**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

**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:**

d. This subsection shall not prohibit the release of information relating to the validity of a professional permit to carry weapons to an employer who requires an employee or an agent of the employer to possess a professional permit to carry weapons as part of the duties of the employee or agent.

e. Except as provided in paragraphs "b", "c", and "d", the release of any confidential information under this section shall require a court order or the consent of the person whose personally identifiable information is the subject of the information request.

DIVISION VII  
STATE PREEMPTION

Sec. 32. Section 724.28, Code 2017, is amended to read as follows:

**724.28 Prohibition of regulation by political subdivisions.**

1. As used in this section, "political subdivision of the state" means a city, county, or township.

2. A political subdivision of the state shall not enact an ordinance regulating the ownership, possession, legal transfer, lawful transportation, registration, or licensing of firearms when the ownership, possession, transfer, or transportation is otherwise lawful under the laws of this state. An ordinance regulating firearms in violation of this section existing on or after April 5, 1990, is void.

3. If a political subdivision of the state, prior to, on, or after July 1, 2017, adopts, makes, enacts, or amends any ordinance, measure, enactment, rule, resolution, motion, or policy regulating the ownership, possession, legal transfer, lawful transportation, registration, or licensing of firearms when the ownership, possession, transfer, transportation, registration, or license is otherwise lawful under the laws of this state, a person adversely affected by the ordinance, measure, enactment, rule, resolution, motion, or policy may file suit in the appropriate court for declaratory and injunctive relief for damages.

DIVISION VIII

PISTOLS OR REVOLVERS — CAPITOL BUILDINGS AND GROUNDS

Sec. 33. Section 8A.322, subsection 3, Code 2017, is amended to read as follows:



# WOODBURY COUNTY COURTHOUSE SAFETY AND SECURITY POLICY

As adopted by Resolution on August 26, 2014

## **I. Policy:**

All individuals entering the Woodbury County Courthouse shall be subject to this Safety and Security policy at all times.

The Woodbury County Board of Supervisors seeks to establish an appropriate level of Safety and Security that minimizes the opportunity for physical violence and/or injury to employees, the public, and anyone conducting business in the Woodbury County Courthouse. Responsibility for implementing and enforcing this Safety and Security policy falls under the guidance of the Woodbury County Board of Supervisors pursuant to Iowa Code §§ 331.502(1) and 602.1303.

Woodbury County does not discriminate on the basis of disability in the admission or access to its services, programs, or activities. For information on accessibility and to request reasonable accommodations at least three (3) days in advance, please contact the Woodbury County Board of Supervisors 712-279-6525 or Woodbury County Human Resources at 712-279-6480.

## **II. Scope:**

All individuals entering the Woodbury County Courthouse during public hours shall be subject to Safety and Security screening by the Woodbury County Courthouse Safety and Security Team using a combination of walk-through, handheld, and package screening devices. Firearms, knives and personal protection devices are prohibited in the Courthouse subject to the provisions of Section IV of this policy.

If not otherwise specified in this policy, the Woodbury County Courthouse Safety and Security Team shall establish screening procedures that balance the need for Safety and Security with the productivity and functional needs of maintenance workers and employees of contractors/businesses hired by Woodbury County or the Judicial Branch to conduct work in the building. The Board Chairman (or their designated representative if he or she is not available or so elects) shall mediate any dispute regarding required access that may occur between a department head or elected official and the Courthouse Safety and Security Team.

All persons entering the Woodbury County Courthouse are subject to Safety and Security screening including elected officials, judges, and employees of said. The only exception would be duly authorized and sworn officers with proper identification who are responding to a disturbance, request for assistance, or other urgent professionally related matter. All persons in the Courthouse may be subject to additional unannounced searches with probable cause at any time as determined by the Woodbury County Courthouse Safety and Security Team or at the direction of the Chief Judge of the Third Judicial District of Iowa.

Access to the Woodbury County Courthouse during non-public hours and within the Courthouse shall at all times be controlled by an access control system.

### **III. Entrances:**

#### **A. North Door Access:**

1. The North Door entrance shall be staffed as a Security screening entrance by Woodbury County Courthouse Safety and Security Team. The entrance shall be open to the general public from 8:00 am until 4:30 pm and at all times court is in session, Monday through Friday (except legal holidays common to both County and Judicial Branch employees).
2. The Safety and Security Team will be in place from 7:00 am until 5:00 pm to screen for employees and shall be available as needed for special events held in the Courthouse.
3. The North Door entrance shall be designated as the entrance that is accessible to persons with disabilities and for deliveries to the Courthouse.

#### **B. West Door Access:**

The West Entrance is an emergency egress only with alarms.

#### **C. East Access (Supervisors' Chambers and Freight Access):**

The east entrances are emergency egress only and shall only be used as an entrance as necessary for proper building function as approved by the Woodbury County Courthouse Safety and Security Team.

#### **D. The Northeast Door Access:**

The northeast entrance is an emergency egress only with alarms and shall only be used as an entrance as necessary for proper building function as approved by the Woodbury County Courthouse Safety and Security Team.

#### **E. All Entrances will be monitored at all times.**

### **IV. Weapons:**

The provisions of this section may be modified or suspended to accommodate the lawful activities of participants in judicial matters, *e.g.*, court exhibits. Authorization to bring items restricted by this policy into the Courthouse shall be evaluated and granted/denied on a case-by-case basis by the Woodbury County Courthouse Safety and Security Team. The Courthouse Safety and Security Team shall establish a procedure to accommodate such requests and the safe handling of restricted items while within the Courthouse.

#### **A. Firearms, Knives, and Other Weapons:**

1. Any unauthorized person who is attempting to enter the Courthouse with a firearm, explosive device, offensive weapon, knife of any size, or other dangerous weapon shall be denied access and may be subject to arrest or detainment for arrest.  
Under no circumstance shall said person be allowed entry with the weapon remaining in their possession.
2. Court Security Deputies and Deputies escorting inmates to court shall be authorized to carry weapons in the Courthouse.
3. The Sheriff and his Deputies shall be allowed in while on official duty and on a priority basis when responding to the panic buttons located throughout the courthouse.
4. Courthouse Safety and Security personnel shall be authorized to carry firearms and other weapons (provided they are certified in the use thereof) as approved by the Woodbury County Board of Supervisors.

5. Uniformed law enforcement personnel or law enforcement personnel with valid official identification displaying their photograph shall be authorized to carry weapons in the Courthouse.
  - a. Judges may set additional restrictions governing the possession of weapons by law enforcement personnel within a courtroom.
  - b. Law enforcement personnel involved as a party in a civil proceeding which is not related to his/her employment as a peace officer shall be subject to the restrictions as outlined in subsections (1) and (2) above.

## **V. Personal Electronic Devices:**

New technologies have facilitated legal research as well as case preparation and presentation. They have also dramatically changed the means and expectations, which people have, in communicating with one another. Many people routinely carry some form of cell phone, smartphone, personal digital assistant, tablet, laptop, or other similar portable wireless communications or computing device (hereinafter collectively referred to as "Personal Electronic Devices"). To maintain the decorum of court proceedings, ensure a fair trial, and protect the rights and safety of court participants in this rapidly changing environment, it is important that courts place appropriate limits on the use of Personal Electronic Devices.

### **A. Within the Courthouse (Outside Courtrooms):**

1. Any person may bring a Personal Electronic Device, subject to inspection and security screening, into the Courthouse.
2. If the Personal Electronic Device contains a phone function, its ring function shall be turned off at all times within the Courthouse. Telephone conversations are permitted but shall not interfere with the efficient functioning of the courts or County offices.
3. Persons inside the Courthouse may use a Personal Electronic Device but only if the Personal Electronic Device is operated in a manner that is unobtrusive and does not interfere with the integrity, dignity, and decorum of the Courthouse or the efficient operation of court business.
4. No person shall use a Personal Electronic Device to communicate with any courtroom participant at any time during the course of any proceedings. A "courtroom participant" includes an attorney, litigant, witness, or juror, who is present in the courtroom as part of the conduct of any proceedings.
5. No person shall use a Personal Electronic Device to photograph or otherwise communicate identifying information regarding jurors or witnesses. In addition to any penalties described below, violation of this subsection may result in criminal prosecution.

**B.** Woodbury County Courthouse Safety and Security Detail shall not substitute or interfere with the Courtroom Security provided by the Sheriff per Iowa Code 331.653(4).

**C.** Woodbury County Courthouse Safety and Security shall work in harmony with those employed by the Sheriff to ensure that all people are safe and secure.

D. Visitors and employees must be aware that within the Courtroom:

1. Unauthorized persons must turn off all Personal Electronic Devices before entering a courtroom.
2. Courtroom participants, as defined in above subsection A (5), excluding jurors, shall be authorized to use Personal Electronic Devices. However, if the Personal Electronic Device contains a phone function, its ring function shall be turned off at all times within the courtroom. No telephone conversations are permitted within the courtroom, unless specifically authorized by the presiding judge.

E. Media Coverage:

The Expanded Media Coverage rules found in Chapter 25 of the Iowa Court Rules shall apply to all persons entering the Courthouse. A copy of the full rules may be found at <https://www.legis.iowa.gov/IowaLaw/CourtRules.aspx>.

Unless otherwise specified in the Iowa Court Rules, members of the media seeking to use Personal Electronic Devices within a courtroom shall submit such requests to the Regional Media Coordinator. All media will need to submit to the screening process upon entry to the Courthouse and check in with Court Administration.

F. Violation:

Persons violating this section may have the use of their Personal Electronic Device restricted, including, but not limited to, being asked to move to another location or having their Personal Electronic Device confiscated. Persons in violation of this section shall also forfeit the privilege of bringing a Personal Electronic Device into the Courthouse or courtroom for the remainder of the proceedings for that particular case. Furthermore, persons in violation of the section may be held in contempt, which could result in a fine or jail time being levied. Finally, the court, in its discretion, may order that any audio recording, photographs, video, or communication made in violation of these rules be destroyed.

## VI. Deliveries:

Delivery personnel and packages shall be subject to Safety and Security screening. Delivery vehicles shall be parked in a regular marked parking space. Delivery vehicles too large to fit in a regular marked parking space shall be directed by Courthouse Safety and Security personnel as to where they should park. **No delivery vehicles shall be allowed to park directly in front of any entrance. All delivery persons and their deliveries are subject to search and shall only enter with approval and guidance of the Woodbury County Safety and Security Detail. Deliveries shall be scheduled at other than peak entry times.**

## VII. Public and After-Hours Use:

Use of the Courthouse by any entity or organization shall be governed by the Woodbury County Building Use Policy. All persons entering after hours shall enter through the North Door Main Entrance and shall check in. All off hour entry and exit will be monitored and reviewed by Safety and Security.

A RESOLUTION ESTABLISHING THE WOODBURY COUNTY COURTHOUSE SAFETY AND SECURITY POLICY  
RESOLUTION # 12,058

WHEREAS, the Woodbury County Board of Supervisors is charged with the duty to act in the best interests of the citizens of Woodbury County;

WHEREAS, Iowa Code § 331.301(1) authorizes the Board to “exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the county or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents”;

WHEREAS, Woodbury County policies and the county employee handbook provide for the safety of Woodbury County employees;

WHEREAS, the Woodbury County Board of Supervisors directs the “general custody and control” of the courthouse” (See Iowa Code § 331.502(1)) and provides for the courthouse physical facilities and its operational funding (See Iowa Code § 602.1303);

WHEREAS, the Woodbury County Board of Supervisors has determined that establishing a Woodbury County Courthouse Safety and Security Policy would promote the aforementioned interests;


THEREFORE, BE IT RESOLVED:

1. The Woodbury County Board of Supervisors hereby approves and adopts the Woodbury County Courthouse Safety and Security Policy attached hereto and by this reference incorporated herein.
2. The provision of Resolution #10,795 that applies it to the Woodbury County Courthouse is hereby repealed. Resolution #10,795 shall otherwise remain in force and effect.
3. Notices shall be posted in the entryways of the Woodbury County Courthouse to advise members of the public of the existence of the Safety and Security Policy.

Dated this 26<sup>th</sup> day of August, 2014.

  
Chair, Woodbury County Board of Supervisors

ATTEST:

  
County Auditor

## IN THE IOWA SUPREME COURT

CLERK SUPREME COURT

In the Matter of  
Courthouse Security

)  
)  
)  
)**Supervisory Order**

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Each county in Iowa maintains a courthouse where Iowans go to resolve their legal disputes in an open, fair, impartial, and civil manner. This entry point into Iowa's justice system is designated as the Iowa district court. The justice system is an important pillar of democracy, and each courthouse holds a profound and dignified stature in each community. Many Iowa courthouses were built more than a century ago in the center of the community, and all have been integrated into the community as an expression of the importance of justice. As observed by the *Newton Daily News* in 1911, courthouses are the "silent witness to the adjudication of the rights and the correction of wrongs." Today, Iowa's court facilities have grown to include many law enforcement and justice centers in partnership with county and city government, and together, these centers of justice make up the brick and mortar of the Iowa district court.

While Iowa's courthouses and justice centers are maintained by counties and cities with immense pride and are treated by the public with unwavering respect, increasing concern over the security of these facilities has emerged in Iowa, as it has with court facilities across the nation. See *The Iowa State Bar Association 2005 Courthouse Security Task Force Report*. Courtroom proceedings can at times become adversarial, and the subject matter of court proceedings can be emotional and controversial. All of this, and more, has historically given rise to the fear of violence, even violence itself. These threats, however, are not confined to courtrooms. It also threatens the safety of those Iowans who come into courthouses and court facilities to conduct other

business and to those who work in courthouses and court facilities to provide important services to the public. Unfortunately, as many news reports attest, incidents of violence in courthouses are becoming more and more common in both urban and rural counties. These incidents have occurred across the state from Des Moines County to Woodbury County and from Jackson County to Pottawattamie County.

When Iowans believe their courthouses and court facilities are not safe, the integrity of the entire justice process is compromised and undermined. Courthouse security is inseparable from the concept of justice itself.

Under article V, section 4 of the Iowa Constitution, the Iowa Supreme Court is vested with the power to exercise supervisory and administrative control over Iowa's district courts. With all power comes responsibility. With the power to supervise and administer courts comes the responsibility to promote safety in courthouses and court facilities.

In the last several years, the supreme court has increased efforts to address courthouse security by working with county and city officials to take steps necessary to protect the safety of every courthouse visitor and employee in all county courthouses. These efforts and others have been reported to the state legislature, and to all Iowans, in the annual Condition of the Judiciary message. In addition, many district court judges across the state have issued orders on matters of courthouse security within specific county courthouses or judicial districts. For example, the Second Judicial District of Iowa issued an administrative order in 2016 prohibiting weapons in courtrooms and other judicial-branch occupied spaces for all twenty-two county courthouses in the district. Similar prohibitions are in place in other judicial districts and in other counties.

In 2015, the judicial branch and county officials developed joint guidelines for courthouse and public building security in Iowa. These guidelines reflect best practices for providing security in Iowa's courthouses and public buildings. One guideline calls for each county to establish a courthouse and public building security committee comprised of county and court officials to develop and implement security plans based on local needs and resources. Many of these committees continue to meet regularly. But, more needs to be done, and time is of the essence when safety is threatened.

Currently, 72 counties prohibit weapons in courtrooms and other judicial-branch controlled spaces in courthouses. These weapons prohibitions are issued by county ordinance or by an administrative order of the chief judge. Eleven counties prohibit weapons in all county buildings. Forty-four counties prohibit weapons in a courthouse, and sixteen counties prohibit weapons only in areas the judicial branch controls. These weapons policies were implemented to make Iowa's courtrooms safer, but they have failed to provide uniform protection across the state and throughout every courthouse. The inconsistent policies and gaps in protection must be corrected for our unified court system to uniformly protect all Iowans.

The supreme court understands the difficulty of constructing a statewide weapons policy and the complexity of the issue of restricting weapons. This difficulty is compounded by the presence of city, county, and judicial branch offices in many court facilities, and the shared public access in those facilities. Yet, our constitutional responsibility to supervise and administer justice in Iowa requires court facilities in every county to be safe and compels us to act before history records more acts of courthouse violence. A statewide policy is needed to promote safety in all courtrooms and other court-controlled areas.



We also understand that a weapons prohibition will not cure the problem of courtroom violence or the threat, particularly in those court facilities without entry point protocols to detect weapons. Yet, a statewide weapons policy will establish a baseline standard that weapons in courtrooms must only be carried by law enforcement and court officers assigned to protect Iowa's courtrooms and court facilities.

After considering all factors and competing interests, the court now concludes Iowa's unified court system requires a consistent, uniform, and statewide policy prohibiting all weapons from courtrooms, court-controlled spaces, and public areas of courthouses and other justice centers. This policy serves to establish a safety perimeter for each courthouse or justice center that allows for the efficient implementation and enforcement of a weapons prohibition and is intended to prohibit the general public from entering any courthouse or justice center with a weapon. At the same time, the court understands the unique aspects of each courthouse or justice center, including factors such as building design, courthouse architecture, historical preservation requirements, cost efficiencies, law enforcement needs, and county or city employee policies. District court judges and county or city officials should continue to work together to accommodate these local concerns, consistent with the intent and objective of this supervisory order.

Accordingly, under our constitutional authority and responsibility to supervise and administer Iowa's district courts, the supreme court now orders that all weapons are prohibited from courtrooms, court-controlled spaces, and public areas of courthouses and other justice centers occupied by the court system. This order does not affect the authority of county or city officials to determine appropriate employment policies for their employees in county and city offices located in courthouses and other justice centers. This order also

does not affect the authority of peace officers to carry weapons in courthouses and justice centers while performing law enforcement duties. The chief judge of each judicial district is authorized to work with county and city officials as well as courthouse and public building security committees to develop additional policies and procedures necessary to implement this supervisory order. This order applies to the Judicial Branch Building.

Dated this 19th day of June, 2017.

The Iowa Supreme Court

By Mark S. Cady  
Mark S. Cady, Chief Justice

Copies to:

Iowa Supreme Court  
Iowa Court of Appeals  
Chief Judges  
Senior Judges  
District Court Judges  
District Associate Judges  
Magistrates  
State Court Administrator  
District Court Administrators  
Supreme Court Clerk  
The Iowa State Bar Association  
The Iowa State Association of Counties  
The Iowa State Sheriffs' and Deputies' Association  
Iowa Attorney General  
Iowa State Public Defender  
Iowa League of Cities  
Iowa State Police Association  
Iowa Peace Officers Association  
Iowa Department of Public Safety

**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.
<u>June, 2017</u>		
June 12, 2017		12
June 13, 2017	10	10
June 14, 2017	10	10
June 15, 2017	10	10
June 16, 2017	10	10
June 17, 2017	10	10
June 18, 2017	10	10
June 19, 2017	10	

The Center averaged 10 youths per day during the 6 am head count and 10.3 during the 6 pm count for a weekly average of 10.2 residents per day during the above week.

Of the ten residents detained on June 19, 2017 we continue to have five residents identified as gang members. Of the five, two are considered highly active members.

We are currently detaining one juvenile from the BIA and one from Thurston County.

Mark Olsen

Director  
WCJDC

June 19, 2017

**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  
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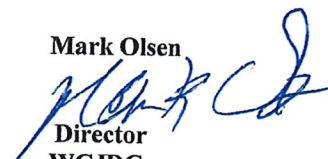
	6:00 a.m.	6:00 p.m.
<u>June, 2017</u>		
June 5, 2017		12
June 6, 2017	12	12
June 7, 2017	10	8
June 8, 2017	8	8
June 9, 2017	8	12
June 10, 2017	12	12
June 11, 2017	12	12
June 12, 2017	12	

The Center averaged 10.6 residents per day during the 6 am head count and 10.9 during the 6 pm check for a weekly average of 10.8 residents per day during the above week.

Of the twelve residents detained on June 12, 2017, five or forty two percent were identified gang members. Of the five, two were considered highly active members.

We are currently detaining two BIA and one Thurston County Juvenile

Mark Olsen



Director  
WCJDC

June 12, 2017

**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.
<u>May, 2017</u>		
May 29, 2017		12
May 30, 2017	12	12
May 31, 2017	12	12
<u>June, 2017</u>		
June 1, 2017	12	12
June 2, 2017	12	12
June 3, 2017	12	12
June 4, 2017	12	12
June 5, 2017	12	

The Center averaged 12 youths per day during the 6 am head count and 12 during the 6 pm check for a weekly average of 12 youths per day.

As of 6 am on June 5, 2017 five or forty two percent were identified as gang members. One or twenty percent was identified has a highly active member.

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

Mark Olsen

Director  
WCJDC

June 5, 2017