



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (OCTOBER 4, 2016) (WEEK 40 OF 2016)

NOW LIVE STREAMING!



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

Agenda and Minutes also available at www.woodburycountyiowa.gov

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

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held October 4, 2016 at 4:30 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

This is a formal meeting during which the Board may take official action on various items of business. If you wish to speak on an item, please follow the seven participation guidelines adopted by the Board for speakers.

- 1. Anyone may address the Board on any agenda item after initial discussion by the Board.
2. Speakers will approach the microphone one at a time and be recognized by the Chair.
3. Speakers will give their name, their address, and then their statement.
4. Everyone will have an opportunity to speak. Therefore, please limit your remarks to three minutes on any one item.
5. At the beginning of the discussion on any item, the Chair may request statements in favor of an action be heard first followed by statements in opposition to the action.
6. Any concerns or questions you may have which do not relate directly to a scheduled item on the agenda will also be heard under the first or final agenda item 'Citizen Concerns.'
7. For the benefit of all in attendance, please turn off all cell phones and other devices while in the Board Chambers.

AGENDA

- 4:30 p.m. 1. Call Meeting to Order - Pledge of Allegiance to the Flag - Moment of Silence
2. Citizen Concerns Information
3. Approval of the agenda October 4, 2016 Action
4. Approval of the minutes of the September 27, 2016 meeting Action
5. Discussion and approval of claims Action
6. Presentation of resolution thanking and commending Gene Hacker for his years of service Information
4:35 p.m. (Set time) 7. Board Administration - Heather Satterwhite
a. Public hearing and sale of property Parcel #447046 (aka 1811 Douglas St.) Action
b. Approval of Notice of Property Sale Resolution for Parcel #542685 Action
c. Approval of resolution thanking and commending a County Employee for years of service to Woodbury County Action
4:40 p.m. (Set time) 8. Board Administration - Dennis Butler
a. Public hearing for the Lease/Purchase Agreement with Motorola, Inc. for the purchase of new Conservation and Emergency Services' radios Action
b. Approval of resolution for the Lease/Purchase Agreement with Motorola, Inc. for the purchase of radios Action

- | | |
|--|--------|
| 9. CSADV – Deb Hogan
Approval of and presentation of Proclamation for Domestic Violence Awareness Month | Action |
| | |
| 10. Human Resources – Ed Gilliland | |
| a. Approval of Memorandum of Personnel Transaction | Action |
| b. Discussion and action on reinstating vacation for Deputy Todd Trobaugh | Action |
| | |
| 11. Rural Economic Development – David Gleiser
Discussion and action on adopting the Woodbury County Industrial and Owner-Operated Cattle Facility Property Improvement Tax Exemption Ordinance | Action |
| | |
| 12. Communication Center – Glenn Sedivy
Approval of resolution fixing date for a public hearing for an agreement for Med-Tran Corporation to use the Starcomm radio system for their operations | Action |

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

13. Approval of September 27, 2016, minutes

Adjourn Orton Slough Drainage District

Convene Wolf Creek Drainage District Trustee Meeting

14. Approval of September 27, 2016, minutes

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

- | | |
|---|-------------|
| 15. Chairman’s Report | Information |
| a. Health Insurance Fund - Budget Numbers | |
| b. New Supervisor & Department Head Orientation | |
| | |
| 16. Reports on Committee Meetings | Information |
| | |
| 17. Citizen Concern | Information |
| | |
| 18. Board Concerns and Comments | Information |

ADJOURNMENT

Subject to Additions/Deletions

SEPTEMBER 27, 2016, THIRTYSIXTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, September 27, 2016 at 4:10 p.m. Board members present were Monson, Ung, Clausen, Taylor, and Smith. Staff members present were Dennis Butler, Budget/Tax Analyst, Karen James, Board Administrative Coordinator, Ed Gilliland, Human Resources Director and Patrick Gill, Auditor /Clerk to the Board.

An informational tour was taken to inspect the repairs to the windows of Courtroom 203.

1. The meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.
2. There were no citizen concerns.
3. Motion by Monson second by Smith to approve the Agenda for September 27, 2016. Carried 5-0. Copy filed.
4. Motion by Clausen second by Taylor to approve the minutes of the September 20, 2016 Board meeting. Carried 5-0. Copy filed.
5. Motion by Taylor second by Ung to approve the claims totaling \$681,444.91. Carried 5-0. Copy filed.
6. There was a presentation of a resolution thanking and commending Jim Clark for his years of service to Woodbury County. Copy filed.
7. There was a presentation of a resolution thanking and commending Jean Jessen for her years of service to Woodbury County. Copy filed.
- 8a. A public hearing was held at 4:40 p.m. for the lease/purchase agreement with Motorola, Inc. for the purchase of new Law Enforcement radios. Copy filled.

Motion by Clausen second by Ung to close the public hearing. Carried 5-0.
- 8b. Motion by Monson second by Smith to approve a resolution authorizing the county to enter into a lease/purchase agreement with Motorola for the purchase of new Law Enforcement radios for the Sheriff's office and to authorize the chairman to sign the agreement. Carried 5-0. Copy filed.

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA
RESOLUTION #12,435**

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

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

SO DATED this 27th day of September, 2016.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 8c. Motion by Taylor second by Monson to approve and authorize the Chairperson to sign a Resolution fixing date for a public hearing on the proposition of a lease/purchase agreement for new radio equipment for the Conservation and Emergency Services departments. Carried 5-0.

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA
RESOLUTION #12,428**

WHEREAS, the Emergency Services and Conservation Departments propose to purchase radios compatible with the new statewide radio system using a lease purchase method; and

WHEREAS, it is deemed necessary and advisable that Woodbury County, Iowa should enter into a lease-purchase agreement with Motorola Solutions, Inc. with costs not to exceed \$156,824.88, as authorized by Sections 331.301(10)(d) and 331.443 of the Code of Iowa, for the purpose of providing funds to pay costs of acquiring these radios; and

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

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

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

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

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

SO DATED this 27th day of September, 2016.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 9. Information was presented to change medical service provider in jail and request further information with submitted proposals. Copy filed.

- 10. Motion by Smith second by Clausen to approve request of \$1,000.00 from the Rural Economic Development department budget to support the regional entrepreneur grant competition, "Swimming with the Sharks". Carried 3-2; Taylor and Ung opposed. Copy filed.
- 11a. Motion by Clausen second by Taylor to approve the reclassification of Georgeann Pettigrew, Clerk II, Building Service Dept., effective 10-09-16, \$17.18/hour, 5%=\$.82/hr. Per AFSCME Courthouse Contract agreement, from Grade 3/Step 2 to Grade 3/Step 3. Carried 5-0. Copy filed.
- 11b. Motion by Monson second by Taylor to authorize the Chairperson to sign the Authorization to initiate the hiring process for Secretary III, County Attorney Dept., AFSCME Courthouse: \$18.94/hour. Carried 5-0. Copy filed.
- 11c. Motion by Taylor second by Ung to approve a new employee handbook. Carried 5-0. Copy filed.
- 12a. Motion by Monson second by Clausen to approve the lifting of tax suspension of Michael Chaussee, parcel #894723385012, 3534 Park View Blvd. Carried 5-0. Copy filed.
- 12b. Motion by Clausen second by Taylor to approve and authorize the Chairperson to sign a Resolution for tax suspension for Richard Morgan, parcel #884707427004, 4218 Natalia Way. Carried 5-0.

**WOODBURY COUNTY, IOWA
RESOLUTION #12,429
RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES**

WHEREAS, Richard Morgan, is the titleholder of property located at 4218 Natalia Way, Sioux City, IA, Woodbury County, Iowa, and legally described as follows:

Parcel 8847 07 427 004

LINCOLNSHIRE ADDN 1S LOT 18

WHEREAS, Richard Morgan, is the titleholder of the aforementioned properties have petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2009 Iowa Code section 427.9, and

WHEREAS, the Board of Supervisors recognizes from documents provided that the petitioner is unable to provide to the public revenue; and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby grants the request for a suspension of taxes, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this property.

SO RESOLVED this 27th day of September, 2016.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 12c. Motion by Clausen second by Smith to approve and authorize the Chairperson to sign a Resolution for abatement of taxes for parcels #884714300001, #884723100001, #884723100002, and #88472310004. Carried 5-0.

**WOODBURY COUNTY, IOWA
RESOLUTION #12,430
RESOLUTION APPROVING ABATEMENT OF TAXES**

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

Parcel #884714300001

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

Parcel #884723100001

Woodbury Township NW NW 23-88-47

Parcel #884723100002

Woodbury Township SW NW 23-88-47

Parcel #884723100004

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

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

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

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

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

SO RESOLVED this 27th day of September, 2016.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 12d. Motion by Ung second by Monson to receive for signatures a Resolution thanking and commending Gene Hacker for his service to Woodbury County. Carried 5-0.

**WOODBURY COUNTY, IOWA
RESOLUTION #12,431
A RESOLUTION THANKING AND COMMENDING
GENE HACKER
FOR HIS SERVICE TO WOODBURY COUNTY**

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

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

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

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

BE IT SO RESOLVED this 27th day of September, 2016.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 13a. Motion by Smith second by Taylor to approve and authorize the Chairperson to sign a Resolution authorizing tax abatement for Sioux City Riverboat Corp, Inc., the boat was removed in November 2014 and should not be assessed for 2015, parcel #894733209901, taxes for 2016-17 \$78,578.00. Carried 5-0.

**WOODBURY COUNTY, IOWA
RESOLUTION #12,432
RESOLUTION APPROVING ABATEMENT OF TAXES**

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

Parcel #894733209901

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

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

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

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

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

SO RESOLVED this 27th day of September, 2016
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 13b. Motion by Taylor second by Monson to approve and authorized the Chairperson to sign a Resolution authorizing tax abatement for James Coon, building on leased land for mobile home that has been junked, parcel #864431100901, taxes for 2016-17 \$54.00. Carried 5-0.

**WOODBURY COUNTY, IOWA
RESOLUTION #12,433
RESOLUTION APPROVING ABATEMENT OF TAXES**

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

Parcel #864431100901

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

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

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

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

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

SO RESOLVED this 27th day of September, 2016.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 14a. Motion by Clausen second by Smith to award the contract for project #P-76 RCB extension project to Dixon Construction for \$107,799.00. Carried 5-0. Copy filed.
- 14b. Motion by Monson second by Clausen to approve to approve and authorize the Chairperson to sign the certificate of the RISE project #RC-CO97(119)---9A-97. Carried 5-0. Copy filed.

The Board recessed for a meeting of the Orton Slough Drainage District.

The Supervisors meeting was called back to order.

The Board recessed for a meeting of the Wolf Creek Drainage District.

The Supervisors meeting was called back to order.

- 17. There was information presented on Iowa Policy Project data on raising the minimum wage in Woodbury County. Copy filed.
- 18. Motion by Ung second by Taylor to receive for signatures a Resolution explaining Woodbury County's position on raising wages. Motion by Smith second by Clausen to amend the resolution to include the formation of a task force to study the impact of a raise of the minimum wage in Woodbury County. Failed 2-3; Monson, Taylor and Ung opposed. Original motion carried 3-2; Clausen and Smith opposed.

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA
RESOLUTION #12,434**

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

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

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

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

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

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

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

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

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

BE IT SO RESOLVED this 27th day of September, 2016.

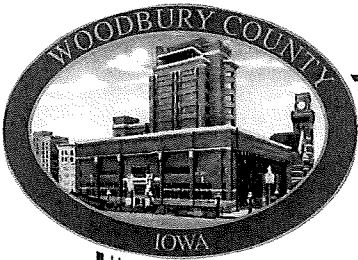
WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 19a. Motion by Monson second by Taylor to approve the reallocation of \$3,485.00 CIP funding from CIP #A13-17 to LEC Courtroom audio/video and to subsequently approve the repair/upgrade LEC Courtroom audio/video upgrade in the amount of \$3,485.00. Carried 5-0. Copy filed.
- 19b. Motion by Monson second by Taylor to approve a contract with Mid-Continental Restoration for the emergency repair of terra cotta on the exterior of the Courthouse and the reallocate \$50,000.00 from 2017 CIP #C1-17 Trospen Hoyt tuck-pointing to Courthouse exterior terra cotta repair. Carried 5-0. Copy filed.
20. The Chairperson reported on day to day activities.
21. The Board members reported on their committee meetings.
22. There were no citizen concerns.
23. Board members presented their concerns and comments.

The Board adjourned the regular meeting until October 4, 2016.

Meeting sign in sheet. Copy filed.



WOODBURY COUNTY, IOWA

RESOLUTION NO. 12431

A RESOLUTION THANKING AND COMMENDING

Gene Hacker

FOR HIS SERVICE TO WOODBURY COUNTY

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

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

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

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

BE IT SO RESOLVED this 27th day of September, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS

Jeremy Taylor

Jeremy J. Taylor, Chairman

Jaclyn D. Smith

Jaclyn D. Smith, Member

Larry D. Clausen

Larry D. Clausen, Member

Mark A. Monson

Mark A. Monson, Member

Matthew A. Ung

Matthew A. Ung, Member

Attest:

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

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

Date: 9/29/2016 Weekly Agenda Date: 10/04/2016

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

WORDING FOR AGENDA ITEM:

Public hearing and sale of property parcel #447046 (aka 1811 Douglas Street)

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

BACKGROUND:

The board approved the Notice of Property Sale Resolution on September 20th, 2016.

FINANCIAL IMPACT:

None

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

- Yes
- No

RECOMMENDATION:

Approve the sale of property to the highest bidder starting with a minimum bid of \$606.00

ACTION REQUIRED / PROPOSED MOTION:

Approve the sale of property to the highest bidder.

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #447046

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

N Forty-One Feet Lot Four, Block Fourteen, Rose Hill Addition of Sioux City, Second plat, in the County of Woodbury and State of Iowa (1811 Douglas Street)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **4th Day of October, 2016 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **4th Day of October, 2016**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$606.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 20th Day of September, 2016.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Jeremy J. Taylor, Chairman

REQUEST FOR MINIMUM BID

Name: Victor Atilano Date: 4/22/13

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

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

GIS # 894721312014

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

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

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

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

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

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

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

*Cost of Services: \$100-

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

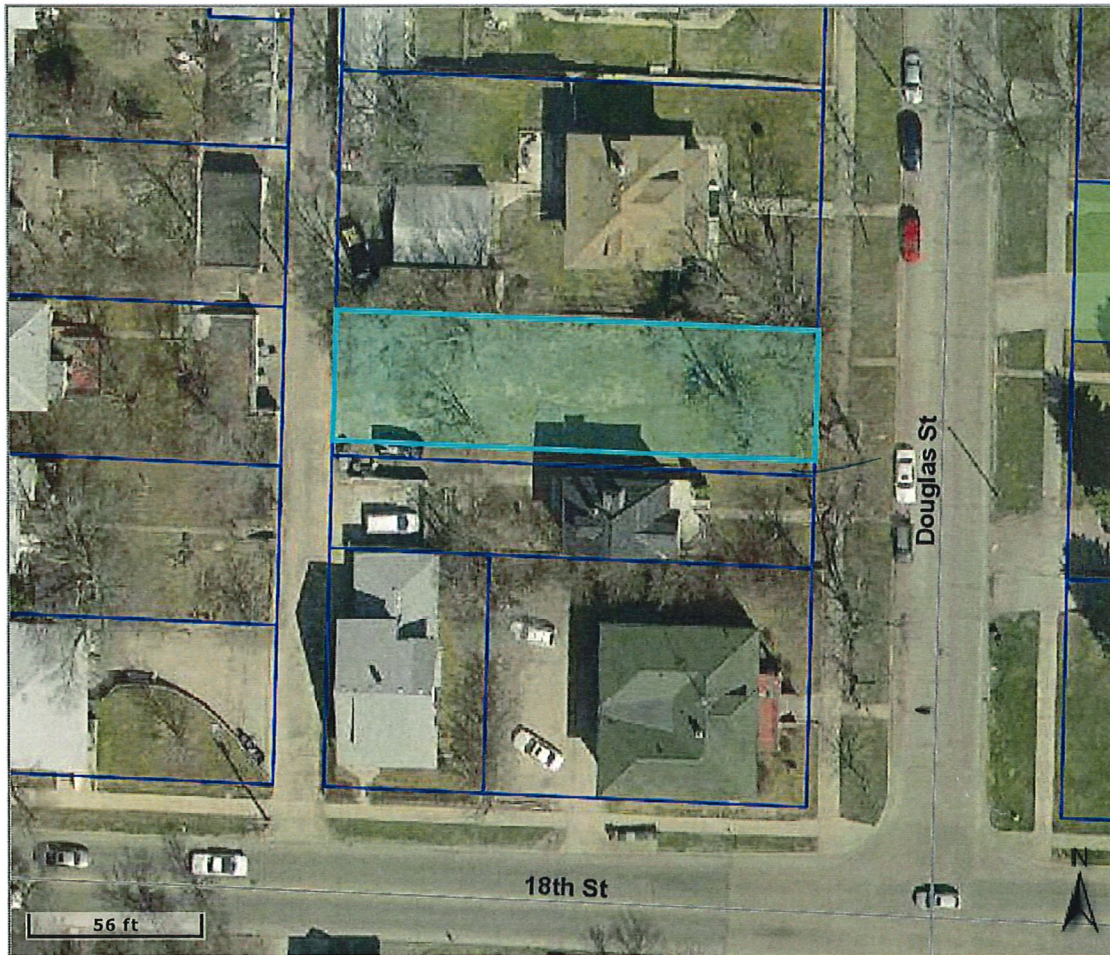
Minimum Bid Set by Supervisor: \$500- plus \$100 for cost of services for a total

Date and Time Set for Auction: Oct. 4th @ 4:35. of \$600- min. bid

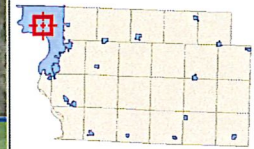
* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Date Created: 4/23/2013



Overview

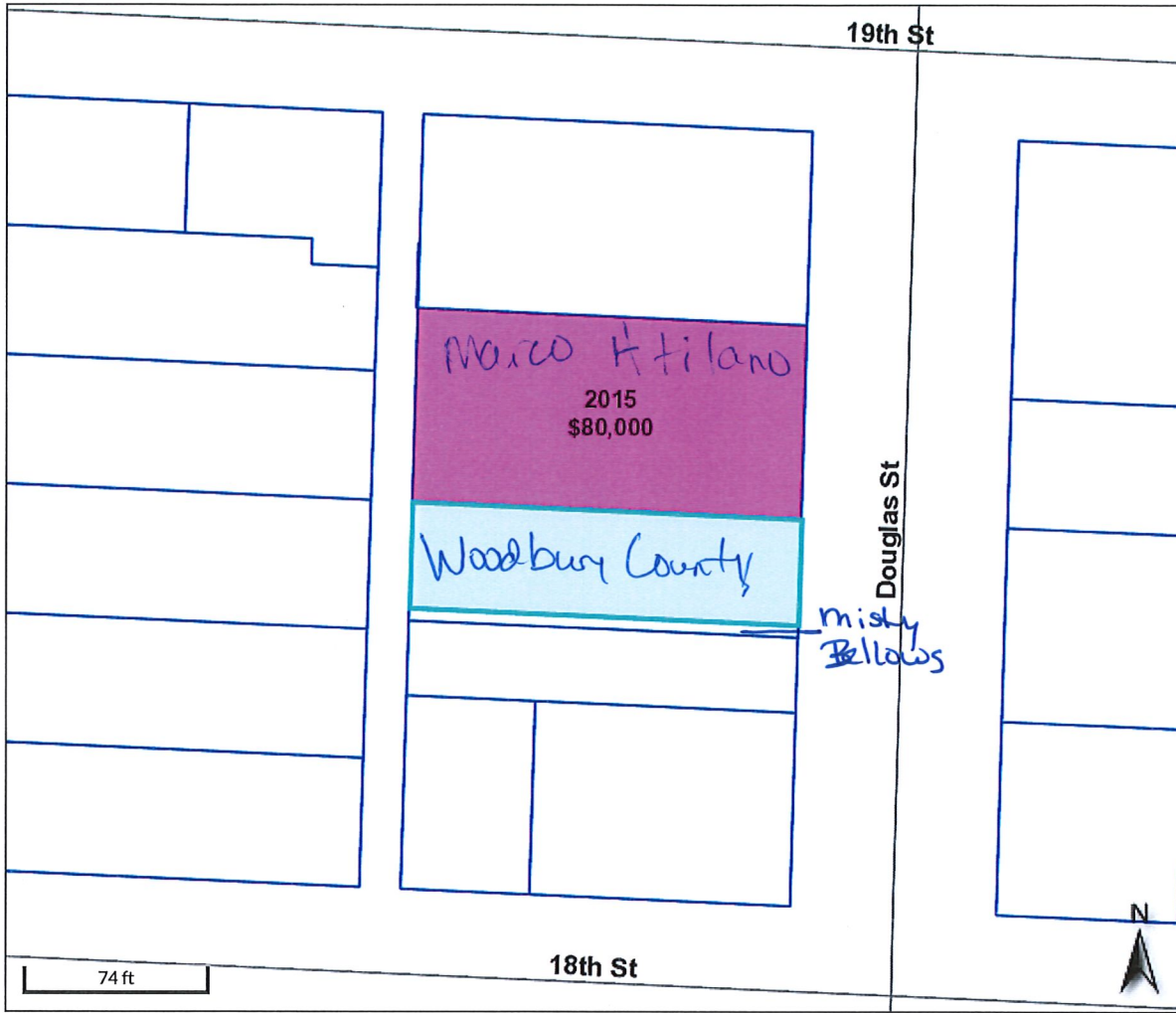


Legend

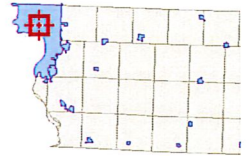
- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Sections
- Residential Sales**
- ▭ 2011
- ▭ 2012
- ▭ 2013
- ▭ Parcels

Parcel ID	894721312014	Alternate ID	447046	Owner Address	KMA11 LLC
Sec/Twp/Rng	0-0-0	Class	R		BMB #207
Property Address	1811 DOUGLAS ST SIOUX CITY	Acreage	n/a		4 DO NOT MAIL,
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	ROSE HILL N 41 FT LOT 4 BLK 14 <i>(Note: Not to be used on legal documents)</i>				

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



Overview



Legend

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

Parcel ID 894721312014
 Sec/Twp/Rng 0-0-0
 Property Address 1811 DOUGLAS ST
 SIOUX CITY


Alternate ID 447046
 Class R
 Acreage n/a

Owner Address WOODBURY COUNTY
 WOODBURY COUNTY COURTHOUSE
 BMB #207
 4501-14 Southern Hills Dr.
 Sioux City, IA 51106-0000

District 087 SC LL SIOUX CITY COMM
 Brief Tax Description ROSE HILL 2ND
 N 41 FT LOT 4 BLK 14

(Note: Not to be used on legal documents)

Date created: 9/16/2016

 Developed by
 The Schneider Corporation

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

Date: 9/29/2016 Weekly Agenda Date: 10/4/2016

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

WORDING FOR AGENDA ITEM:

Approval of Notice of Property Sale Resolution for Parcel #542685

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

BACKGROUND:

Minimum bid of \$442.00 has been set, due to interest in the property.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

Approve the resolution of Notice of Property Sale for parcel #542685 (2911 Sergeant Street) with the public hearing and direct sale to be set for October 18th, 2016 at 4:35 p.m.

ACTION REQUIRED / PROPOSED MOTION:

Approve the Notice of Property Sale Resolution.

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel # 542685

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

LL-SC Comm 88-47 Auditor Plat W ½ SE 6-88-47 North 68.62 feet on West line & North 160 feet on NE line Lot 2 Except Ely TCTS being 135 feet on North x 130.9 feet on South x 160 feet on East, City of Sioux City, Woodbury County, Iowa (2911 Sergeant Bluff)

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 **18th Day of October, 2016 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate on the **18th Day of October, 2016**, immediately following the closing of the public hearing to the **City of Sioux City only per Code of Iowa 331.361(2)**.
3. That said Board proposes to sell the said real estate to the **City of Sioux City only for consideration of \$442.00 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 4th Day of October, 2016

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Jeremy J. Taylor, Chairman

REQUEST FOR MINIMUM BID

Name: Cheryl Reynolds - City of Sioux City Date: 3-15-16

Address: _____ Phone: 279-6971

Address or approximate address/location of property interested in:
2911 Sergeant Road

GIS PIN # 884706454006

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

Legal Description:

LL-SC Comm 88-47 Auditor's Plat W 1/2 SE 6-88-47 N 68.62 feet on W Line + N 160 ft on NE Line Lot 2 Except Easterly Tracts Being 135 ft on N x 130.9 ft on S x 160 ft one

Tax Sale #/Date: 2005/01130 Parcel # 542685

Tax Deeded to Woodbury County on: _____

Current Assessed Value: Land \$30,700 Building — Total \$30,700

Approximate Delinquent Real Estate Taxes: \$618.00

Approximate Delinquent Special Assessment Taxes: \$187.00

*Cost of Services: \$135-

Inspection to: Jeremy Taylor Date: 3-15-16

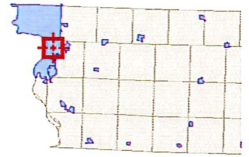
Minimum Bid Set by Supervisor: \$307 plus cost of services of \$135- for a total of \$442-

Date and Time Set for Auction: October 18th, 2016 @ 4:35

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



Overview



Legend

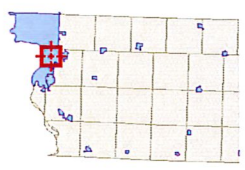
- Roads
- ▭ Corp Boundaries
- ▭ Townships
- Residential Sales
- 2014
- 2015
- 2016
- ▭ Parcels

Parcel ID	884706454006	Alternate ID	542685	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	6-88-47	Class	R		WOODBURY COUNTY COURTHOUSE
Property Address	2911 SERGEANT RD	Acreage	n/a		2911 SERGEANT RD
	SIOUX CITY				SIOUX CITY, IA 51106-0000
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	LL-SC COMM 88-47 AUD PLAT W 1/2 SE 6- 88-47 N 68.62 FT ON W LINE & N 160 FT ON NE LINE LOT 2 EX ELY TCTS BEING 135 F T ON N X 130.9 FT ON S X 160 FT ON E				
	(Note: Not to be used on legal documents)				

Date created: 9/29/2016



Overview



Legend

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

Parcel ID	884706454006	Alternate ID	542685	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	6-88-47	Class	R		WOODBURY COUNTY COURTHOUSE
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Date created: 9/29/2016

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

A RESOLUTION THANKING AND COMMENDING

Shirley Michaud

FOR HER SERVICE TO WOODBURY COUNTY

WHEREAS, Shirley Michaud has capably served Woodbury County as an employee of the Woodbury County Sheriff's Office for 26 years from February 23, 1990 to October 31, 2016; and

WHEREAS, the service given by Shirley Michaud 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 Shirley Michaud 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, Shirley Michaud.

BE IT SO RESOLVED this 4th day of October, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS

Jeremy J. Taylor, Chairman

Jaclyn D. Smith, Member

Larry D. Clausen, Member

Mark A. Monson, Member

Matthew A. Ung, Member

Attest:

Patrick F. Gill, Woodbury County Auditor

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

Date: 9/29/16

Weekly Agenda Date: 10/4/16

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

WORDING FOR AGENDA ITEM:

- 1. Public Hearing for the Lease/Purchase Agreement with Motorola, Inc. for the purchase of new Conservation and Emergency Services radios
- 2. Approve the resolution Lease/Purchase Agreement with Motorola, Inc. for the purchase of radios

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Woodbury County Conservation and Emergency Services is transitioning to a new statewide radio system. The current tri-state radio system went on-line in 2004 and will no longer be serviceable through Motorola after 2018. The new statewide radio system is ahead of schedule and will go on-line December 14, 2016. The State of Iowa did bid out the radio system with Motorola being selected. The Lease/Purchase Agreement is for three years. The first year is interest free, but the final two years would be at 2.9% interest. If the County would pay all of the amount by September 1, 2017, there would be no interest involved. Conservation and Emergency Services request the purchase of the radios to assure that all departments are using the same system.

BACKGROUND:

FINANCIAL IMPACT:

The CIP program for FY 2017-18 would include \$15,316.00 for the Conservation and Emergency Services. The project would be paid for by September 1, 2017, funds borrowed during May of 2018 and taxes levied during FY's 18, 19, 20, 21 and 22. Our CIP loans are always five FY's to paid in full.

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

Yes No

RECOMMENDATION:

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

ACTION REQUIRED / PROPOSED MOTION:

1. Hold the public hearing and close the public hearing after all comments.
2. Motion by _____, second by _____ to approve resolution for the Lease/Purchase Agreement with Motorola for the purchase of new law enforcement radios for the Conservation and Emergency Services Departments.

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23998

LESSEE:

Woodbury County
620 Douglas Street
Sioux City IA 51101

LESSOR:

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

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

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

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

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

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

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to the State of Iowa Master Agreement #4936-15 contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE:
Woodbury County

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____
Title: _____

By: _____
Title: _____

CERTIFICATE OF INCUMBENCY

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

appointed and acting Secretary or Clerk of the Woodbury County , an entity duly organized and existing under the laws of the **State of Iowa** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **23998**, between Woodbury County and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

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

By: _____
(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 23998 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for Woodbury County

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 23998
Lease Number:**

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

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

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

Initial Term: 36 months

Commencement Date: October 1, 2016

First Payment Due Date: October 1, 2017

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

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

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

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

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

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

Woodbury County, IA Mobiles

Prepared for: Conservation

Prepared By: Shari Schmitz 952-237-5526

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

Woodbury County, IA Portables

Prepared for: Conservation

Prepared By: Shari Schmitz 952-237-5526

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

Woodbury County (Schedule B)

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

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/1/2016	\$ 152,316.00	1		
2 Payment	10/1/2017	\$ 52,274.96	3	Annual	10/1/2019

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

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

Expiration Date: October 2, 2019

INITIAL INSURANCE REQUIREMENT: \$152,316.00

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

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **23998** to that Equipment Lease Purchase Agreement number **23998** will be maintained by the Woodbury County as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **23998** , Woodbury County , hereby certifies that following coverage are or will be in full force and effect:

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

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 23998 to that Equipment Lease Purchase Agreement number 23998. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 23998 and list any deductibles.

Certificate Holder:

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

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

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

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

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

Bank Qualified Statement

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

CERTIFIED LESSEE RESOLUTION

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

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between Woodbury County (Lessee) and Motorola Solutions, Inc. (Lessor).

2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

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

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

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

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

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

Part VI Miscellaneous

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

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

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

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

Equipment Lease Purchase Agreement No.: 23998

Lease Schedule A No. : 23998

EQUIPMENT INFORMATION

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

LESSEE:

Woodbury County

By: _____

Date: _____

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

**RESOLUTION AUTHORIZING A LEASE-PURCHASE AGREEMENT WITH MOTOROLA
SOLUTIONS, INC. FOR RADIOS FOR THE CONSERVATION AND EMERGENCY
SERVICES DEPARTMENTS**

WHEREAS, the Conservation and Emergency Services Departments propose to purchase radios compatible with the new statewide radio system using a lease purchase method; and

WHEREAS, it is deemed necessary and advisable that Woodbury County, Iowa should enter into a lease-purchase agreement with Motorola Solutions, Inc. with costs not to exceed \$156,824.88, as authorized by Sections 331.301(10)(d) and 331.443 of the Code of Iowa, for the purpose of providing funds to pay costs of acquiring these radios; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The County is hereby authorized to enter into the lease-purchase agreement with Motorola Solutions, Inc. for the lease-purchase of radios compatible with the new statewide radio system for the Conservation and Emergency Services Departments with costs not to exceed \$156,824.88 in substantially the same form as was presented at the public hearing and meeting. The County designates and authorizes the Chairman of the Board of Supervisors to execute on behalf of the County the subject lease-purchase agreement and any other related documents necessary to the consummation of the transaction contemplated by the lease-purchase agreement.

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

SO DATED this 4th day of October, 2016.

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

CERTIFICATE OF AUDITOR

I hereby certify that the above and foregoing resolution was duly and legally passed by the Board of Supervisors of Woodbury County, Iowa and properly journalized in the minutes thereof on the 4th day of October, 2016.

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

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

PROCLAMATION

WHEREAS, *domestic violence is a serious crime that affects people of all races, ages, income levels, lifestyles and sexes; and in fact is probably affecting someone you know; and every 9 seconds someone experiences the crime of domestic violence.*

WHEREAS, *one in three women will be a victim of violence in her lifetime; domestic violence violates an individual's human rights by destroying dignity, security, and self-worth due to the systematic use of physical, emotional, sexual, psychological, and economic control or abuse. CSADV works every day to help end these acts of violence and to help rebuild the lives of the survivors.*

WHEREAS, *in Siouxland, the Council on Sexual Assault & Domestic Violence is available 24 hours a day and last year responded to 1,821 unduplicated victims, provided 11,901 nights of shelter to 358 women and 349 children fleeing domestic abuse and despite high census, no one in an unsafe situation was turned away.*

WHEREAS, *the impact of domestic violence affects all of the members of the community, and only a coordinated community response will put a stop to these atrocious crimes and assure funding is continuously available to provide these life-saving services.*

NOW, THEREFORE, I, *Jeremy J. Taylor, Chairman, on behalf of the Woodbury County Board of Supervisors, do hereby proclaim the month of October, 2016 as*

“DOMESTIC VIOLENCE AWARENESS MONTH”

in Woodbury County, Iowa and urge all citizens to actively participate in the scheduled events and programs and to think about the fact that it is someone you know.

Jeremy J. Taylor, Chairman

Larry D. Clausen, Member

Jackie D. Smith, Member

Matthew A. Ung, Member

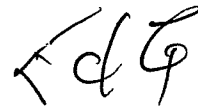
Mark A. Monson, Member

WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County
FROM: Ed Gilliland, Human Resources Director
SUBJECT: Memorandum of Personnel Transactions
DATE: October 4, 2016

For the October 4, 2016 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) County Sheriff Reserve Officer, Resignation.
- 2) Secondary Roads Equipment Operator, Separation.



Thank you

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

Date: 9/29/16 Weekly Agenda Date: 10/4/16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

WORDING FOR AGENDA ITEM:

Discussion and action on reinstating vacation for Deputy Todd Trobaugh

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

BACKGROUND:

Deputy Todd Trobaugh served on two consecutive federal cases which made it prohibitive to use vacation time. The Board does not normally extend vacation time past the anniversary date; however, the extenuating circumstances merit consideration

FINANCIAL IMPACT:

0

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

Yes No

RECOMMENDATION:

Move that previous vacation be extended to Deputy Todd Trobaugh to the next year and expire in full at the employee's anniversary date.

ACTION REQUIRED / PROPOSED MOTION:

Move that previous vacation be extended to Deputy Todd Trobaugh to the next year and expire in full at the employee's anniversary date.

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

Date: 9/28/16

Weekly Agenda Date: 10/4/16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: David Gleiser, RED Director

WORDING FOR AGENDA ITEM:

Discussion and Action on Adopting the Woodbury County Industrial and Owner-Operated Cattle Facility Property Improvement Tax Exemption Ordinance.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Rural Economic Development (RED) Director presents an ordinance relating to qualified industrial and owner-operated cattle facility property improvement tax exemptions as authorized by Iowa Code Chapter 427B.

BACKGROUND:

This is a follow up item from the 4/5/16 Board of Supervisors meeting where the subject of adopting an ordinance was presented as an information item. At that time the Board was made aware that most cities and counties in Iowa have adopted ordinances for Iowa Code 427B, which provides a partial tax exemption for the new construction of industrial real estate, research-service facilities, warehouses, distribution centers and the acquisition of or improvement to machinery and equipment assessed as real estate, as well as a partial exemption from property taxation of the actual value added to owner-operated cattle facilities, including small or medium sized feedlots but not including slaughter facilities, either by new construction or by the retrofitting of existing facilities. Prior to the 4/5/16 Board meeting, the RED Director consulted with the County Assessor, Finance Controller, Bonding Counsel, and The Siouxland Initiative on this matter, all of whom spoke in favor of adopting such an ordinance. Since the 4/5/16 meeting, the RED Director worked with the County Attorney's office on crafting the language of the ordinance in its current form. In addition, the proposed ordinance was presented to the Rural Woodbury County Development Committee during their 9/20/16 meeting where the group expressed their support for the Board to formally adopt the ordinance.

FINANCIAL IMPACT:

\$0

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

Yes No

RECOMMENDATION:

Initiate the process to formally adopt the Woodbury County Industrial and Owner-Operated Cattle Facility Property Improvement Tax Exemption Ordinance.

ACTION REQUIRED / PROPOSED MOTION:

Motion to initiate the process to formally adopt the Woodbury County Industrial and Owner-Operated Cattle Facility Property Improvement Tax Exemption Ordinance.

WOODBURY COUNTY, IOWA
ORDINANCE NO. _____

AN ORDINANCE RELATING TO INDUSTRIAL AND OWNER-OPERATED CATTLE FACILITY PROPERTY IMPROVEMENT TAX EXEMPTIONS AUTHORIZED BY IOWA CODE CHAPTER 427B.

BE IT ENACTED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA:

SECTION 1. TITLE

This ordinance shall be known and may be referred to as the "Woodbury County Industrial and Owner-Operated Cattle Facility Property Improvement Tax Exemption Ordinance".

SECTION 2. PURPOSE

The purpose of this ordinance is to provide a partial property tax exemption for qualified industrial property or owner-operated cattle facilities on which qualified improvements have been made and the acquisition of or improvement to machinery and equipment assessed as real estate, as authorized by Chapter 427B of the Code of Iowa.

SECTION 3. ESTABLISHMENT

3.1. Partial Property Tax Exemption for Industrial Property. There is hereby established a partial exemption from property taxation of the actual value added to industrial real estate by the new construction of industrial real estate and the acquisition of or improvement to machinery and equipment assessed as real estate pursuant to Section 427A.1, subsection 1, paragraph "e" of the Code of Iowa.

3.2. Partial Property Tax Exemption for Owner-Operated Cattle Facilities. There is hereby established a partial exemption from property taxation of the actual value added to owner-operated cattle facilities, including small or medium sized feedlots but not including slaughter facilities, either by new construction or by the retrofitting of existing facilities with new machinery and equipment.

3.3. Definitions. For the purposes of this ordinance, the following definitions shall apply:

A. Actual Value Added. "Actual value added" means the actual value added as of the first year for which the exemption is received, except that the actual value added by improvements to machinery and equipment means the actual value as determined by the assessor as of January 1st of each year for which the exemption is received.

B. New Construction. "New construction" means new buildings and structures and includes new buildings and structures which are constructed as additions to existing buildings and structures. New construction does not include reconstruction of an existing building or structure which does not constitute complete replacement of an existing building or structure or refitting of an existing building or structure, unless the reconstruction of an existing building or structure is required due to economic obsolescence and the reconstruction is necessary to implement recognized industry standards for the manufacturing and processing of specific products, and the reconstruction is required for the owner of the building or the structure to continue to competitively manufacture or process those products, which determination shall receive prior written approval from the County Board of Supervisors. "New construction" does not include the rezoning of or the acquisition of undeveloped property.

C. New Machinery and Equipment. The exemption shall also apply to new machinery and equipment assessed as real estate pursuant to Section 427A.1, Subsection (1), Paragraph “e” of the Code of Iowa, unless the machinery or equipment is part of the normal replacement or operating process to maintain or expand the existing operational status.

SECTION 4. ELIGIBILITY

Section 4.1 The eligibility for an exemption under this ordinance shall be determined by the provisions of Chapter 427B of the Code of Iowa and Iowa Administrative Code 701—80.6 (427B), as now or hereafter amended.

Section 4.2 Properties located in an urban renewal area, as defined Section 403.17 of the Code of Iowa, as now or hereafter amended, shall not be eligible for such exemption.

Section 4.3 Properties located in the incorporated area of any city in Woodbury County shall not be eligible for such exemption through the Woodbury County Board of Supervisors.

Section 4.4 A property tax exemption under this ordinance shall not be granted if the property for which the exemption is claimed has received any other property tax exemption authorized by law.

Section 4.5 Granting of the exemption under this ordinance for new construction constituting complete replacement of an existing building or structure shall not result in the assessed value of the real estate being reduced below the assessed value of the real estate before the start of the new construction added.

Section 5. Application and Prior Approval

5.1 Application. An application shall be filed for each project resulting in actual value added for which an exemption is claimed. The application for exemption shall be filed by the owner of the property with the County Assessor by February 1st of the assessment year in which the value added is first assessed for taxation. Applications for exemption shall be made on forms prescribed by the Iowa Department of Revenue (IDR 57-122a or equivalent).

5.2 Prior Approval. A proposal may be submitted to the Board of Supervisors to receive prior approval for eligibility for a tax exemption on new construction. The Board of Supervisors, by ordinance, may give its prior approval of a tax exemption for new construction if the new construction is in conformance with the Woodbury County Zoning Ordinance. The ordinance may be enacted not less than thirty (30) days after a public hearing is held in accordance with Section 335.6 of the Code of Iowa. Such prior approval shall not entitle the owner to exemption from taxation until the new construction has been completed and found to be qualified real estate. If the tax exemption for the new construction is not granted prior approval, an amended proposal may be submitted to the Board of Supervisors to approve or reject.

SECTION 6. PERIOD AND AMOUNT OF EXEMPTION

The partial exemption of eligible property shall be for a period of five (5) years provided that the property continues to be used as qualifying property. The amount of actual value added to qualified property which is eligible to be exempt from taxation shall be as follows:

- A.** For the first year, seventy-five percent (75%).
- B.** For the second year, sixty percent (60%).
- C.** For the third year, forty-five percent (45%).
- D.** For the fourth year, thirty percent (30%).
- E.** For the fifth year, fifteen percent (15%).

SECTION 7. REPEALER

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. When, in the opinion of the Woodbury County Board of Supervisors, continuation of the exemptions granted by this ordinance ceases to be of benefit to the county, the Board of Supervisors may repeal this ordinance, but all exemptions granted prior to repeal shall continue until their expiration provided that the property continues to be used as qualifying property.

SECTION 8. SEVERABILITY CLAUSE

If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 9. WHEN EFFECTIVE

This ordinance shall be in effect immediately after its final passage and publication as provided by law.

Passed and approved this _____ day of _____, 2016.

Woodbury County Board of Supervisors

Jeremy Taylor, Chairman

Matthew Ung, Vice-Chairman

Larry Clausen, Member

Mark Monson, Member

Jaclyn Smith, Member

ATTEST:

Patrick Gill, Woodbury County Auditor

First Reading: _____

Second Reading: _____

Approved: _____

Published: _____

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

Date: 09-28-16 Weekly Agenda Date: 10-04-16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Glenn Sedivy, Communications Dir4ector

WORDING FOR AGENDA ITEM:

Approval of Resolution fixing date for a Public Hearing for an Agreement for Med-Tran Corporation to use the WStarcomm radio system for their operations

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The Starcomm Executive Board recommends to the County Supervisors to approve an agreement with Med Trans Corporation (Mercy Aircare) for an initial term of 5 years to use the Starcomm Radio system

BACKGROUND:

Med Trans Corporation (Mercy Aircare) currently has a radio system that they use for their operations that is inadequate for their operations, the Starcomm Executive Board was approached to see if they could move their Communications operations over to the Starcomm radio system. The Starcomm Executive Board voted on 01-15-15 to negotiate an agreement with Med Trans Corp. for this radio sys. usage

FINANCIAL IMPACT:

Med Trans Corporation will pay Starcomm \$5,000.00 annually, or \$450.00 per month for renting usage on the Starcomm radio system. This will be new revenue to be used within the Starcomm operating budget.

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

Yes No

RECOMMENDATION:

Place this on the October 11th , 2016 agenda as a Public Hearing

ACTION REQUIRED / PROPOSED MOTION:

Place this on the October 11th , 2016 agenda as a Public Hearing

RESOLUTION

NOTICE OF PROPERTY LEASE

WHEREAS Woodbury County, Iowa is the deed holder to certain radio communications tower sites on the Siouxland Tri-State Radio Communications System (hereinafter referred to as "STARCOMM"); and

WHEREAS Med-Trans Corporation d/b/a Mercy Air Care (hereinafter referred to as "MAC") desires to enter a lease with Woodbury County, Iowa and Starcomm to use the Starcomm system for the purposes of public safety radio communications:

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 **October 11th, 2016 at 4:40 p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to lease space on the Starcomm system to MAC for an initial term of five (5) years with the possibility of three (3) additional five (5) year renewal terms.
3. That said Board proposes to lease the real estate at a rate of \$5,000.00 annually during the initial term with the amount of the rent increasing by 10% in each of the renewal terms.
4. That this resolution, preceded by the caption "Notice of Property Lease" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 4th day of October, 2016.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Jeremy J. Taylor, Chairman

Agreement for STARCOMM Radio System Usage

Med-Trans Corporation

This agreement is made and entered into as of the 11th day of October, 2016 (the “**Effective Date**”), by and between Med-Trans Corporation d/b/a Mercy Air Care (hereafter referred to as “**Lessee**”) and Woodbury County Iowa (hereafter referred to as “**Lessor**”).

1. Access

Lessor shall provide Lessee access to public safety use level of radio communications on the Siouxland Tri-State Radio Communications System (hereafter referred to as “**STARCOMM**”). Lessee will be allowed to operate on an exclusive Talk Group provided by STARCOMM, dedicated to Lessee’s day to day operations (the “**Talk Group**”). The Talk Group will be accessible by other users only after such user receives written approval from Lessee’s Director.

2. System Reports

Upon Lessee’s request, Lessor will at no extra charge provide Lessee Radio System usage reports that show system usage.

3. Coverage

The STARCOMM system will provide adequate radio coverage to Lessee throughout Woodbury County Iowa, Dakota County, Nebraska and the Southern half of Union County, SD, as shown in coverage map in **Attachment A** attached hereto and incorporated herein by reference. STARCOMM does not guarantee coverage beyond these coverage maps and does not authorize the use of the STARCOMM FCC Frequencies outside of the STARCOMM FCC licensed coverage area.

4. Cost

Lessee will pay STARCOMM \$5,000.00 annually, or \$450.00 per month if paid monthly (the “**Rent**”). If Lessee elects to pay the Rent monthly, the Rent will be due on the Effective Date and the first day of the month thereafter during the Initial Term or any Renewal Term. Rent shall be paid to Lessor at its address specified below for notices, or to such other person or at such other address as Lessor may designate from time to time in writing.

5. Term.

Unless otherwise earlier terminated as provided for herein, this Agreement will commence on the Effective Date and will remain in effect for a period of five (5) years (the “**Initial Term**”). Provided that this Agreement is in full force and effect, Lessee may, with the consent of Lessor for each term, extend the Agreement for three (3) consecutive five (5) year terms (each a “**Renewal Term**”) upon all of the terms and conditions set forth herein, except for rent, which will be increased as follows:

- a. First Renewal Term (years 6 through 10) Rent shall be increased by 10% over the highest amount paid during the Initial Term.

- b. Second Renewal Term (years 11 through 15) Rent shall be increased by 10% over the highest amount paid during the first Renewal Term
- c. Third Renewal Term (years 16 through 20) Rent shall be increased by 10% over the highest amount paid during the second Renewal Term

6. Maintenance

Lessor is responsible for all maintenance of the STARCOMM radio system infrastructure. Lessee is responsible for all maintenance of radios owned by Lessee.

7. Cancellation

Either party may terminate this Agreement for any or no reason by providing the other party with at least 180 days advance written notice of its intent to terminate.

8. Termination

- a. **Termination for Default.** Either party may terminate this agreement for cause. Prior to such termination, the non-defaulting party shall provide written notice to the party in default specifying the manner in which the defaulting party is in default under the terms of this Agreement and the action required to cure the default. The notice shall also specify a reasonable period of time to cure the default. If the defaulting party does not cure the default within ninety (90) days following written notice thereof, the non-defaulting party may immediately terminate the Agreement without further obligation.
- b. **Termination Due to Cessation of Operations.** Lessee may terminate this Agreement in the event that it is no longer operating the Mercy Air Care air ambulance program in Sioux City or Mason City, Iowa.
- c. **Automatic Termination.** Notwithstanding the foregoing, this Agreement will automatically terminate immediately if all or substantially all of the authorization held by the Lessor to own or operate the STARCOMM system is revoked by the FCC.
- d. Should either Party terminate this Agreement, Lessee will be entitled to a refund of the pro rata share of any prepayment.

9. Assignment.

This Agreement and the rights and obligations of the parties hereunder shall not be assignable or transferable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, and neither party shall assign, delegate or subcontract this Agreement or the performance of the services to be performed by such party hereunder, or any part thereof, to any other person without the prior written consent of the other party.

10. Jurisdiction

This agreement shall be interpreted under the laws of the State of Iowa. The Woodbury County District Court shall have jurisdiction.

11. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The exchange and delivery of this Agreement and signed counterparts by electronic mail in “portable document format” form, or any other electronic means, including without limitation telephonic facsimile, shall constitute effective delivery of a manually signed counterpart and may be used in lieu of the original Agreement for all purposes.

12. Contact Information

Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight air courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid addressed to the Party as specified below:

Lessor:

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

Starcomm Public Safety Board
P.O. Box 447
Sioux City, Iowa 51102
ATTN: Glenn Sedivy
Email: gsedivy@sioux-city.org
Phone: 712-279-6959
Fax: 712-279-6157

Lessee:

Med-Trans Corporation
2871 Lake Vista Drive
Suite 150
Lewisville, TX 75067
ATTN: _____
Phone: 972-459-4919
Fax: 972-459-4914

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

LESSORS:

Woodbury County, Iowa

By: _____

Title: Jeremy Taylor, Board Chairman
 Woodbury County Board Supervisors

Attest: _____

Patrick Gill, County Auditor

STATE OF _____)

)ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2016,
By _____, the _____ of _____.

Notary Public

STARCOMM, WOODBURY COUNTY, IOWA

By _____

Douglas Young

Chairperson

Certification of Starcomm:

I, Carie Anfinson-Haden, certify that I am the Administrative Secretary for Starcomm and that Chairperson Douglas Young, who executed this Agreement for and on behalf of Starcomm, was duly authorized and empowered to do so as of January 15th, 2015.

Carie Anfinson-Haden,

Administrative Secretary for Starcomm

LESSEE:

Woodbury County, Iowa

By (Printed Name): _____

Title: _____

Med-Trans Corporation

Signature: _____

STATE OF _____)

)ss:

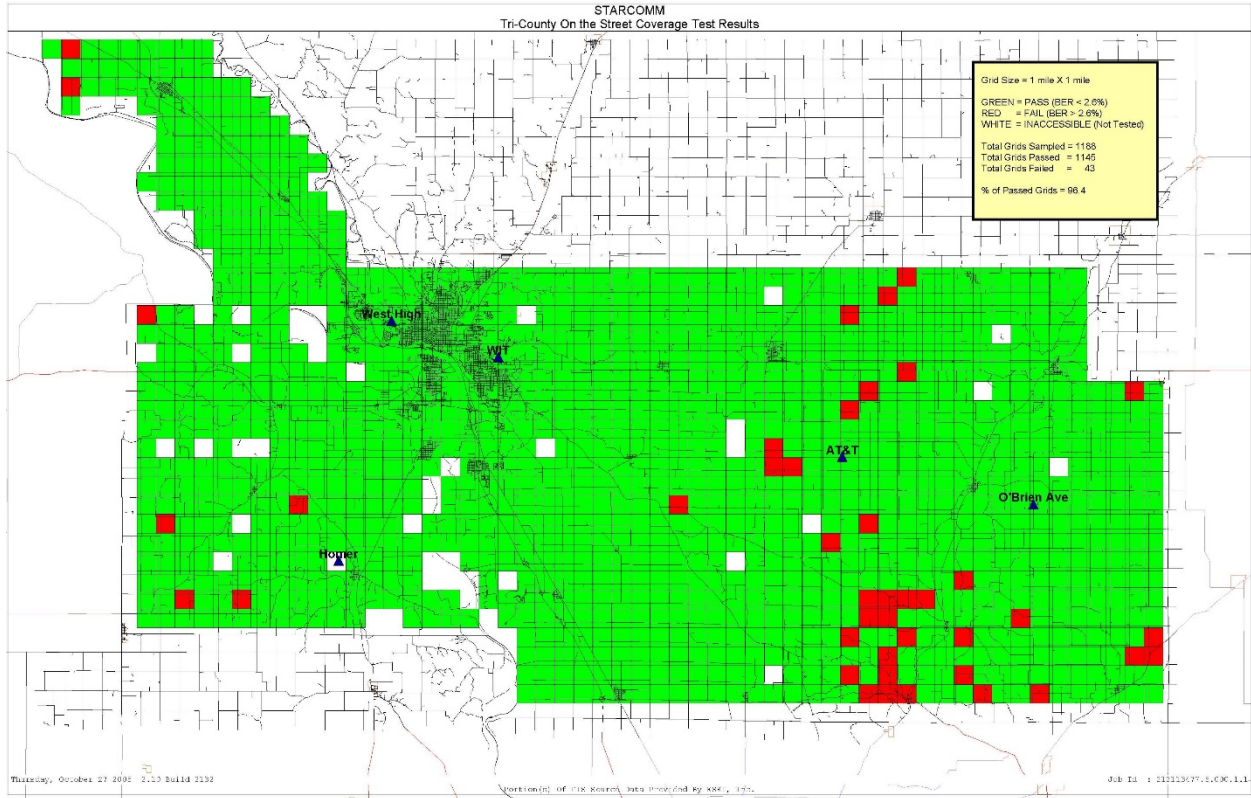
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2016,

By _____, the _____ of _____.

Notary Public

ATTACHMENT A



SEPTEMBER 27, 2016 — MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS AS TRUSTEES FOR THE ORTON SLOUGH DRAINAGE DISTRICT IN WOODBURY COUNTY

The Board of Supervisors met on Tuesday, September 27, 2016 as Trustees for Orton Slough Drainage District in Woodbury County. Board members present were Clausen, Monson, Smith, Ung, and Taylor. Staff members present were Karen James, Board Administrative Coordinator, Joshua Widman, Assistant County Attorney, Mark Nahra, County Engineer, and Patrick Gill, Auditor/Clerk to the Board.

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

Motion by Monson second by Taylor to approve the minutes of the September 20, 2016 Orton Slough Drainage District meeting. Carried 5-0. Copy filed.

Motion by Monson second by Smith to award the contract for Orton Slough Drainage District ditch cleanout to L.A. Carlson Construction for \$38,547.25. Carried 5-0. Copy filed.

The Orton Slough Drainage District meeting was adjourned.

SEPTEMBER 27, 2016 — MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS AS TRUSTEES FOR THE WOLF CREEK DRAINAGE DISTRICT IN WOODBURY COUNTY

The Board of Supervisors met on Tuesday, September 27, 2016 as Trustees for Wolf Creek Drainage District in Woodbury County. Board members present were Clausen, Monson, Smith, Ung, and Taylor. Staff members present were Karen James, Board Administrative Coordinator, Joshua Widman, Assistant County Attorney, Mark Nahra, County Engineer, and Patrick Gill, Auditor/Clerk to the Board.

The Board called to order a Wolf Creek Drainage District Trustee meeting.

Motion by Taylor second by Monson to defer action to approve the work authorization directing the drainage engineer to proceed with a reclassification and annexation study of the Wolf Creek Drainage District. Carried 5-0. Copy filed.

The Wolf Creek Drainage District meeting was adjourned.

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

#15b

Date: 9/29/2016

Weekly Agenda Date: 10/4/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Taylor

WORDING FOR AGENDA ITEM:

New Supervisor and Department Head Orientation

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

In the spirit of good organizational information, it would be helpful to codify needed materials to introduce new Supervisors & Department Heads when elected or hired. This would provide a seamless transition after the November 8th election or upon hire of new Department Heads.

BACKGROUND:

- Human Resources Information (Employee Handbook, Health Insurance, & payroll purposes)
- WCICC & Information Technology (Email Access & log in access)
- ISAC - New County Officers School (held in January)
- Board Administration Office (Profile for website, agenda material distribution, & contact information)
- Current fiscal year budget materials
- Copy of the bylaws governing the Board of Supervisors (Introduction to County Auditor & Attorney)
- Attendance at a Department Head Meeting
- Receive agenda and minutes from the Department Head Meetings for the past year
- Tour of county facilities with the Building Services Director
- Receive current Elected Officials Guide

FINANCIAL IMPACT:

None

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

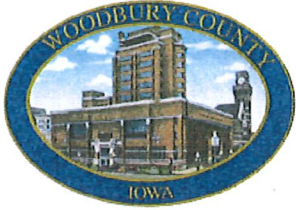
Yes No

RECOMMENDATION:

I think this would be helpful to have as new Supervisors get elected to the board & new Department Heads are hired. I would like to hear from other colleagues as to what would be helpful during this transition.

ACTION REQUIRED / PROPOSED MOTION:

Receive the information



Woodbury County Secondary Roads Department

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

COUNTY ENGINEER

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

ASSISTANT TO THE COUNTY ENGINEER

Benjamin T. Kusler, E.I.T.
bkusler@woodburycountyiowa.gov

SECRETARY

Tish Brice
tbrice@woodburycountyiowa.gov

To: Board Members

From: Mark Nahra, County Engineer

Date: September 27, 2016

RE: Weekly Work Report

Construction Project Report

To be let:

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

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

Under Contract:

ER-CO97(125)—58-97, Road slide repairs on D38 and D50. Letting date: April 19, 2016. Late Start Date: July 25, 2016. Contractor: K and L Construction. Bid price: \$199,613.00. This is the final Emergency Relief/FHWA funded repair to our paved roads from flood damage experienced in June 2014. This final project repairs 7 sites on D38 and 2 sites on D50. This is a federal aid funded project with 80% federal - 20% farm to market fund dollars paying the cost of repair. Much of the excavation work is complete. Structural concrete and pipe extensions are underway. We expect the project to be complete by the middle of October.

STP-S-CO97(127)—5E-97, PCC Pavement Replacement on County Route K25 (275th St./Poplar Street) through Salix. Letting date: April 19, 2016. Late Start Date: June 6, 2016. Contractor:

Sioux City Engineering. Bid Price: \$979,679.88. Working days allowed: 40 Days. Project work started with pavement removal on August 1st.

Mainline paving is now complete. Railroad approaches should be completed by the end of this week. The intersection with Old Highway 75 is being formed and will probably be poured next week. Remaining work includes sidewalks, side street approach connections and curb and gutter work. Some of the remaining work is being delayed due to rains last week leaving very wet conditions in the gutter line. I am anticipating 2-4 weeks of work remains, depending upon the weather.

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

The bridge is complete. Channel work is complete. Approach construction is underway and I anticipate the paving of the bridge approaches will occur next week. Once approach paving is complete, guardrail installation is the final work task before completion of the project. The project is expected to be completed by mid-October.

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

The road was closed to traffic on June 2nd. The new pavement is complete in the stage one construction area from the north Port Neal Circle/Port Neal Road intersection back to the Mid American Construction entrance and shoulder work is complete except for pavement markings. Pavement removal is complete on stage 2 of the project from the MidAmerican entrance to the AGP entrance.

Mainline paving is now complete. Tie in and radius concrete at the AGP entrance remains and should be completed this week. The turn lane concrete still needs to be placed. The subgrade is wet from last week's rains and we do not have an anticipated date for the pour at this time. Shoulder work remains, however the grade is too wet to allow this to proceed. The project remains significantly behind schedule at this time. The project is expected to be complete by early October.

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

Construction work is nearing completion on the weir repair. Work has been delayed by recent rains complicating the dewatering the second weir at the site and preventing grout from being applied to the riprap bank armor. We hope the project will be complete by the end of next week.

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

BROS-CO97(120)—5F-97, D53 Bridge over the Garretson Drainage Ditch on 280th Street north of Hornick. Letting date: March 15, 2016. Bid price: \$904,806.92. Late Start Date: June 6, 2016

with 100 working days. Contractor: Graves Construction. The existing bridge is load restricted with a 10 ton posting for truck operation. The bridge replacement project is a federal aid funded project with 80% federal - 20% farm to market fund dollars paying the cost of construction. The bridge is scheduled to be completed in the 2016 construction season. Contracts are in place and a preconstruction meeting for the project was held on May 11, 2016.

The contractor started work on May 23, 2016. The bridge contractor has completed the construction of the bridge. The subcontractor building the road grade has completed rough grade work on the east side of the bridge and is starting work on the west side road grade. The west side ditch and culvert through the farm dike is constructed. Once the road grade is completed, guardrail will need to be installed prior to opening the road to traffic. Completion of the project is now expected in late October or early November due to the time loss caused by the falsework failure.

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

P-76 Box Culvert Extension, Culvert extension/bank repair on 255th Street near Hancock Avenue. Letting date: September 20, 2016. Late Start Date: November 7, 2016. Apparent Low Bid: Dixon Construction. Bid price: \$107,799.00. Timber retaining walls supporting the road embankment above a too short culvert have failed. The project will extend the culvert on both sides of the road to support the embankment height. Bids have been received by the board and are expected to be awarded at the September 27th Board of Supervisors meeting. The project is scheduled to be completed in the 2016 construction season.

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

OTHER PROJECTS:

CITY OF SIOUX CITY – PORT NEAL ROAD PROJECT

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

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

COUNTY BRIDGE B82

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

COUNTY BRIDGE L275

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