



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JUNE 12, 2018) (WEEK 24 OF 2018)**

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Rocky L. De Witt 253-0421 rdewitt@woodburycountyiowa.gov	Marty J. Pottebaum 251-1799 mpottebaum@woodburycountyiowa.gov	Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov	Jeremy J. Taylor 259-7910 jtaylor@woodburycountyiowa.gov	Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held June 12, 2018 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.

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, your remarks may be limited to three minutes on any one item.
5. At the beginning of the discussion on any item, the Chair may request statements in favor of an action be heard first followed by statements in opposition to the action.
6. Any concerns or questions you may have which do not relate directly to a scheduled item on the agenda will also be heard under the first or final agenda item "Citizen Concerns."
7. For the benefit of all in attendance, please silence cell phones and other devices while in the Board Chambers.

AGENDA

4:15 p.m. 1. Canvass of the primary election

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

2. Citizen Concerns Information

3. Approval of the agenda Action

Consent Agenda

Items 4 through 8 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

4. Approval of the minutes of the June 6, 2018 meeting
5. Approval of claims
6. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process
7. Veteran Affairs – Danielle Dempster
Receive Commission of Veteran Affairs Quarterly Report

8. Board Administration – Karen James
 - a. Approval of resolution approving petition for suspension of taxes through the redemption process for J.C.
 - b. Approval of resolution approving petition for suspension of taxes through the redemption process for G.V.
 - c. Approval of lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension
 - d. Approval of resolution for a tax suspension for R.H.

End Consent Agenda

- | | | |
|--------------------------------|--|-----------------------|
| 4:35 p.m.
(Set time) | <ol style="list-style-type: none"> 9. Board Administration – Heather Satterwhite
Public hearing and sale of property parcel #894730430003 (aka 110 S. John Street) | Action |
| | <ol style="list-style-type: none"> 10. Board Administration – Dennis Butler
\$1,364,260 General Obligation Capital Loan Notes, Series 2018
Approval of resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance and levying a tax to pay the Notes;
Approval of the Tax Exemption Certificate | Action |
| | <ol style="list-style-type: none"> 11. WCICC-IT – John Malloy
Approval for budget amendment to encumber fiscal 2018 CIP Funds into fiscal 2019 CIP Funds | Action |
| | <ol style="list-style-type: none"> 12. Secondary Roads – Mark Nahra <ol style="list-style-type: none"> a. Approve contract for annual corrugated metal pipe purchase for 2018, project CP-2018 b. Approve proposal for acquisition of easements for Bennett McDonald Smithland flood control district | Action
Action |
| | <ol style="list-style-type: none"> 13. Building Services – Kenny Schmitz <ol style="list-style-type: none"> a. Siouxland District Health – HVAC Facility Study b. Approval of Trosper-Hoyt Juvenile Detention Kitchen Upgrade Project | Information
Action |
| | <ol style="list-style-type: none"> 14. Reports on Committee Meetings | Information |
| | <ol style="list-style-type: none"> 15. Citizen Concerns | Information |
| | <ol style="list-style-type: none"> 16. Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- WED., JUNE 13** **8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- THURSDAY, JUNE 14** **4:30 p.m.** Conservation Board Meeting, Brown's Lake – Bigelow Park
- WED., JUNE 20** **10:00 a.m.** Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
12:00 p.m. Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THURSDAY, JUNE 21** **10:30 a.m.** Department Head Meeting, LEC Conference Room
4:30 p.m. Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- TUESDAY, JUNE 26** **1:00 p.m.** Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
6:00 p.m. Zoning Commission Meeting, First Floor Boardroom
- THURS., JUNE 28** **10:30 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.
- MONDAY, JULY 2** **6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- TUESDAY, JULY 3** **4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., JULY 11** **8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
11:00 a.m. STARComm Board Meeting, The Security Institute – WIT Campus
2:00 p.m. DCAT Committee Meeting
6:30 p.m. 911 Service Board Meeting, Public Safety Center, Climbing Hill
8:00 p.m. County's Mayor Association Meeting, Public Safety Center, Climbing Hill
- THURS., JULY 12** **4:30 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park

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

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

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

JUNE 5, 2018, TWENTY-THIRD MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, June 5, 2018 at 4:00 p.m. Board members present were Ung, De Witt, Taylor, Pottebaum, and Radig. Staff members present were Dennis Butler, Budget/Tax Analyst, Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, Joshua Widman, Assistant County Attorney, and Patrick Gill, Auditor/Clerk to the Board.

1. Motion by De Witt second by Radig to go into closed session per Iowa Code Section 21.5(1)(c). Carried 3-2 on a roll-call vote; Ung and Radig opposed.

Motion by Pottebaum second by De Witt to go out of closed session per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote.

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

2. Citizen concerns.
3. Motion by Taylor second by Ung to approve the agenda for June 5, 2018 with the deletion of the public hearing regarding an ordinance to amend the official county zoning district map. Carried 5-0. Copy filed.

Motion by De Witt second by Radig to approve the following items by consent:

4. To approve minutes of the May 29, 2018 meeting and May 30, 2018 special meeting. Copy filed.
5. To approve the claims totaling \$459,467.48. Copy filed.
6. To approve and authorize the Chairperson to sign a Resolution setting the public hearing date and sale date of parcel #894823177009 & #894823177008, 1900 & 1902 Bryan St.

**RESOLUTION #12,741
NOTICE OF PROPERTY SALE**

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

Lot 22, Block 5, North Riverside Addition, an Addition to Sioux City, in the county of Woodbury, State of Iowa (1900 Bryan Street)

Lot 21, Block 5, North Riverside Addition, an Addition to Sioux City, in the county of Woodbury, State of Iowa (1902 Bryan 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 **19th Day of June, 2018 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 **19th Day of June, 2018**, 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 \$792.00** plus recording fees.

Dated this 5th Day of June, 2018.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 7a. To approve the transfer of Hediberto Ponce, Civilian Jailer, County Sheriff Dept., effective 06-18-18, \$18.72/hour. Position Transfer from Sheriff Reserve Officer to Civilian Jailer. Copy filed.
- 7b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Clerk II, County Sheriff Dept., AFSCME Courthouse: \$16.03/hour and for Motor Grader Operator, Secondary Roads Dept., CWA: \$22.60/hour. Copy filed.

Carried 5-0.

- 8. The Board discussed setting rural town hall meetings. Copy filed.
- 10. The Board discussed the May 29 vote on the Memorandum of Understanding changing language in a bargained union contract.
- 11. The Board was presented information on the reorganization of Juvenile Detention. Copy filed.
- 12a Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution closing and vacating a road right of way. Carried 5-0.

RESOLUTION #12,742
WOODBURY COUNTY, IOWA
A RESOLUTION CLOSING AND VACATING A ROAD RIGHT OF WAY

WHEREAS, this being the date and time set for hearing on the proposed vacation and closure of the portion of Woodbury County secondary road right of way described as follows:

A parcel of land described as the South 33.00 feet of the South Half of the Southeast Quarter of Section 35, Township 90 North, Range 44 West of the 5th P.M., Plymouth County, Iowa.

EXCEPT: the East 33 feet thereof, (both measured at the Right Angle).

Contains 1.97 acres and is subservient to any and all Easements, be they of record of not.

For the purpose of this Survey the South line of the SE1/4 of said section 35 is assumed to bear N89°40'03"W;

AND

A parcel of land described as the East 33.00 feet of the South 33.00 feet, (both measured at a Right Angle) of the Southeast Quarter of the Southwest Quarter of Section 35, Township 90 North, Range 44 West of the 5th P.M., Plymouth County, Iowa. Contains 0.03 acres and is subservient to any and all Easement, be they of record of not.

For the purpose of this Survey the East line of the SW1/4 of said Section 35 is assumed to bear S 00°01'09"E;

AND

A parcel of land described as the North Half of the Northeast Quarter of Section 2, Township 89 North, Range 44 West of the 5th P.M., Woodbury County, Iowa, further described as follows:

Commencing at the Southwest corner of the NW1/4 of the NE1/4 of said Section 2; thence N 01°45'31"E on the West line of the NW1/4 of the NE1/4 of said Section 2, a distance of 262.22 feet to the POINT OF BEGINNING; thence continuing N 01°45'31" E on said West line, a distance of 764.90 feet to the Northwest corner of the NE1/4 of said Section 2; then S 89°40'43" E on the North line of said NE1/4; a distance of 2606.77 feet, thence S 00°27'02"W, a distance of 33.00 feet to a point on the South Right of Way Line of 100th Street (the following two courses are common to said Right of Way Line); thence N 89°40'03"W, a distance of 2574.51 feet; thence S 01°45'31"W, a distance of 735.52 feet; thence N 83°22'33"W, a distance of 33.12 feet to the POINT OF BEGINNING; contains 2.53 acres and is subservient to any and all Easements, be they of record or not.

For the purpose of this Survey the West line of the NW1/4 of the NE1/4 of said Section 2 is assumed to bear N 01°45'31"E;

AND

A parcel of land described as the Northwest Quarter of the Northeast Quarter of Section 2, Township 89 North, Range 44 West of the 5th P.M.; Woodbury County, Iowa, further described as follows:

Commencing at the Southwest corner of the NW1/4 of the NE1/4 of said Section 2; thence N 01°45'31"E on the West line of the NW1/4 of the SW1/4 of said Section 2, a distance of 126.84 feet to the POINT OF BEGINNING; thence continuing N 01°45'31"E, a distance of 135.38 feet; thence S 83°22'33"E, a distance of 33.12 feet to a point on the East Right of way Line of 100th Street; then S 01°45'31"W on said Right of Way Line, a distance of 131.75 feet; thence N 89°40'03"W, a distance of 33.01 feet to the POINT OF BEGINNING; contains 0.10 acres and is subservient to any and all Easement, be they of record or not.

For the purpose of this Survey the West line of the NW1/4 of the NE1/4 of said Section 2 is assumed to bear N 01°45'31" E;

AND

A parcel of land described as the East 33.00 feet of the North 900.00 feet, (both measured at a Right Angel) of the Northeast Quarter of the Northwest Quarter of Section 2, Township 89 North, Range 44 West of the 5th P.M. Woodbury County, Iowa. Containing 0.68 acres and is subservient to any and all Easements, be they of record or not. For the purpose of this Survey the East line of the NE1/4 of the NW1/4 of said Section 2 is assumed to bear S 01°45'31" W.

WHEREAS, no objections have been received, either in writing or by persons present.

NOW, THEREFORE IT IS RESOLVED, by the Woodbury County Board of Supervisors that the above-described portions of secondary road rights of way are hereby closed and vacated and that all interest in the subject section of road right-of-way, subject to utility easements of record for ingress and egress, and it is ordered that all interest in the above described parcels be transferred to the closest adjacent landowners.

Signed and dated this 5th day of June, 2018.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 12b. Motion by Radig second by Taylor to approve the final pay voucher for project #BRS-CO97(128)—55-97. Carried 5-0. Copy filed.
- 12c. Motion by Radig second by Taylor to award the hydraulic excavator quote to Rueter Equipment for a new Hyundai HW210 rubber tired excavator for \$212,150.00. Carried 5-0. Copy filed.
- 13. The Board heard reports on committee meetings.
- 14. Carter Smith, Sioux City, addressed the Board with concerns about the mental health region. Todd Trobaugh, County Sheriff's Office addressed the Board. Nia Key, Jail coordinator asked to be included in discussions regarding a detox center.
- 15. Board concerns were heard.

The Board adjourned the regular meeting until June 12, 2018.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: June 12, 2018

*** PERSONNEL ACTION CODE:**

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

TO: **WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Simoni, Michael	County Sheriff	6-05-18	P/T Courthouse Safety & Security Officer			S	Resignation.
Jorgensen, Marinus	County Sheriff	6-13-18	Jail Sergeant	\$27.75/hour	10%=\$2.67/hr	P	Promotion from Civilian Jailer to Jail Sergeant.
Folsom, Delayne	Secondary Roads	6-13-18	Equipment Operator	\$22.99/hour	-1%=-\$.30/hr	T	Position Transfer from Motor Grader Operator to Equipment Operator.
Vanderlinden, Dan	County Attorney	6-18-18	P/T Asst. County Attorney	\$27.46/hour		A	Job Vacancy Posted 1-4-18. Entry Level Salary: \$27.46/hour

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas HR Director

WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County

FROM: Melissa Thomas, Human Resources Director

SUBJECT: Memorandum of Personnel Transactions

DATE: June 12, 2018

For the June 12, 2018 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1. County Sheriff P/T Courthouse Safety & Security Officer, Resignation.
2. County Sheriff Civilian Jailer, Promotion to Jail Sergeant.
3. Secondary Roads Equipment Operator, Position Transfer.
4. County Attorney P/T Asst. County Attorney, Appointment.

Thank you

HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA

DATE: June 12, 2018

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Sheriff	P/T Courthouse Safety & Security Officer	Comparability with AFSCME Courthouse Grade 3: \$16.03- \$17.61/hour.		
	*Please see attached memo.			

Chairman, Board of Supervisors



Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@woodburycountyiowa.gov
FAX: 712.279.6522

07 June 2018

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

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to hire a Courthouse Security Officer. Recently, C.H. Security Officer Mike Simoni resigned his position and we have an opening. We request this be placed on the agenda for the Tuesday, June 12, 2018, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

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






Dave Drew, Sheriff

Cc: file

QUARTERLY REPORT
COMMISSION OF VETERAN AFFAIRS

STATE OF IOWA
WOODBURY COUNTY

We, the undersigned, members of the Commission of Veteran Affairs, hereby certify that the following is a correct statement of the initials and amounts of assistance given to persons entitled to relief under Chapter 35 of the Code of Iowa, and for the quarter ending March 31, 2018 – 3rd Quarter (January, February and March 2018).






Members of Veteran Affairs Commission

VETERAN	ASSISTANCE AMT
1030	\$723.12
1123	\$1000.00
1124	\$738.52
1125	\$1000.00
1126	\$267.51
1127	\$1000.00
1128	\$375.00
1129	\$174.41
1131	\$525.00
Fair Booth	\$150.00

TOTAL ASSISTANCE FY 17 - 18 3rd QUARTER: \$ 5,953.56

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

#8C

Date: 6/7/18

Weekly Agenda Date: 6/12/18

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Karen James - Admin. Assistant

WORDING FOR AGENDA ITEM:

Approval of lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Annually, the Board of Supervisors requires those receiving tax suspensions to re-certify their income. Those petitioners who fail to re-certify their income by the deadline or if their income does not qualify for continued tax suspension, will be turned over to the Board of Supervisors for action on lifting the tax suspension.

BACKGROUND:

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:

To lift the tax suspension of the petitioners that are listed on the attachment.

ACTION REQUIRED / PROPOSED MOTION:

Approval of lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension.

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

#8d

Date: 6/7/18 Weekly Agenda Date: 6/12/18

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Karen James - Admin. Assistant

WORDING FOR AGENDA ITEM:

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

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

R.H. is requesting a tax suspension.

BACKGROUND:

R.H. was approved for a tax suspension on January 2, 2009. Annual tax suspension re-certify letters went out to R.H. starting in November. R.H. failed to re-certify the income by the deadline of January 1. Board lifted the tax suspension on January 16, 2018.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

Consider this request for a tax suspension for R.H. If the Board approves this request, the suspension resolution requires the chairman's signature.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the resolution for a tax suspension for R.H.

RESOLUTION #**NOTICE OF PROPERTY SALE****Parcels #894730430003**

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

**The South One-Half of Lot Eight in Block Ten, Riverview Addition, City of Sioux City, Woodbury County, Iowa
(110 S. John 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 **12th Day of June, 2018 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 **12th Day of June, 2018**, 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 \$207.00** 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 29th Day of May, 2018.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Rocky De Witt, Chairman

REQUEST FOR MINIMUM BID

Name: Mike Kasotakis Date: 12-10-10
Address: 100 S. Casselman St. Phone: 204-085

Address or approximate address/location of property interested in:
110 S. John St.

GIS PIN # 894730430003

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

Legal Description:
The South one-half of Lot 8 in
Block Ten, Riverview Addition
City of Sioux City, Woodbury County, Iowa

Tax Sale #/Date: #1309 6/18/10 Parcel # 436725

Tax Deeded to Woodbury County on: 9-23-09

Current Assessed Value: Land \$100 Building 0 Total \$100-

Approximate Delinquent Real Estate Taxes: \$540-

Approximate Delinquent Special Assessment Taxes: \$18,517-

*Cost of Services: \$107

Inspection to: George Boykin Date: 12-7-10

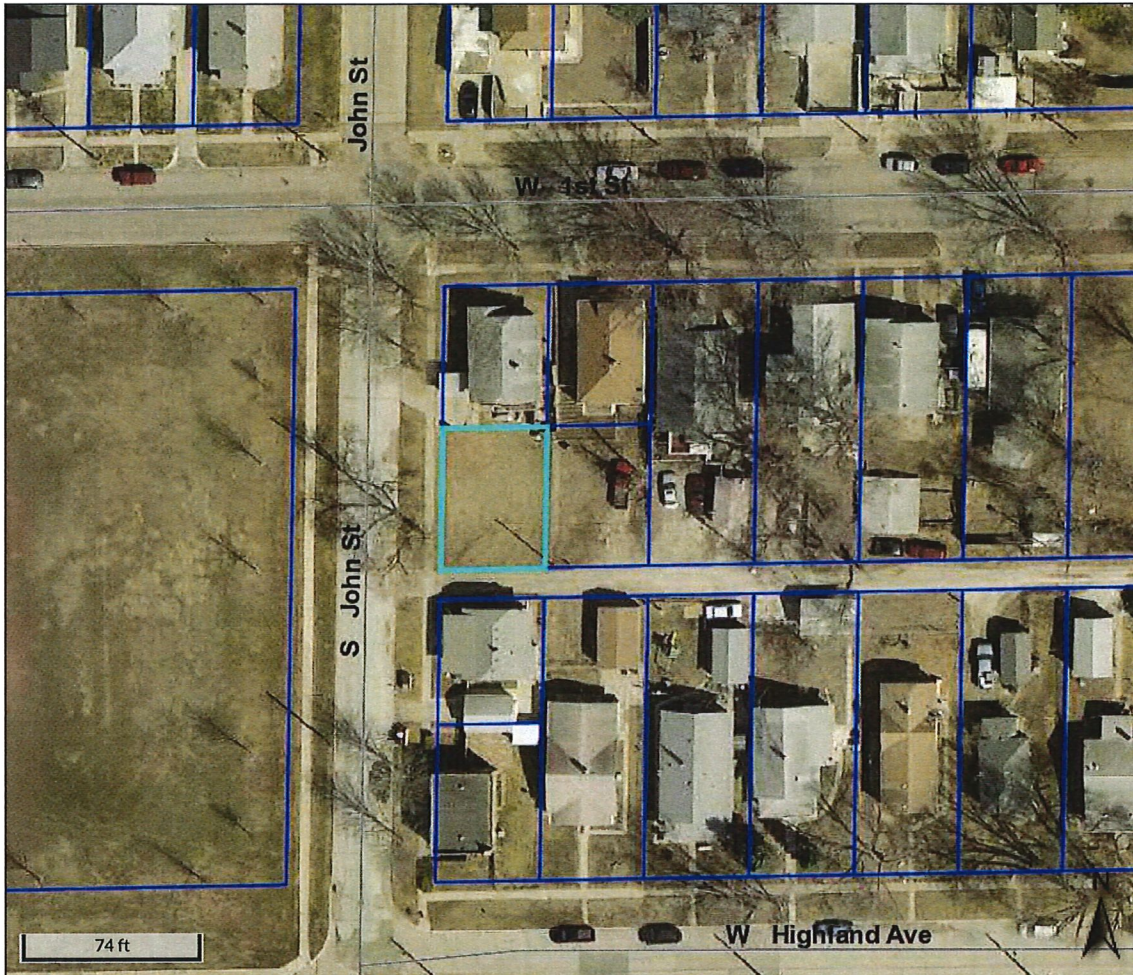
Minimum Bid Set by Supervisor: \$100 plus cost of services of \$107 Total:
\$ 207

Date and Time Set for Auction: Tuesday, June 15th @ 4:35

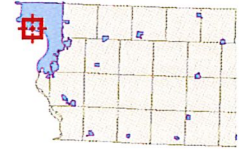
* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

Parcel ID 894730430003
 Sec/Twp/Rng n/a
 Property Address 110 S JOHN ST
 SIOUX CITY

Alternate ID 436725
 Class R
 Acreage n/a

Owner Address WOODBURY COUNTY
 620 DOUGLAS ST
 RM 104
 SIOUX CITY IA 51101-1248

District 087
 Brief Tax Description RIVERVIEW S 1/2 LOT 8 BLK 10
 (Note: Not to be used on legal documents)

Date created: 5/24/2018
 Last Data Uploaded: 5/24/2018 12:18:08 AM



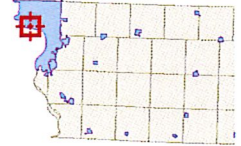
Developed by
 The Schneider Corporation



Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

Parcel ID 894730430003
 Sec/Twp/Rng n/a
 Property Address 110 S JOHN ST
 SIOUX CITY

Alternate ID 436725
 Class R
 Acreage n/a

Owner Address WOODBURY COUNTY
 620 DOUGLAS ST
 RM 104
 SIOUX CITY IA 51101-1248

District 087
 Brief Tax Description RIVERVIEW S 1/2 LOT 8 BLK 10

(Note: Not to be used on legal documents)

Date created: 5/24/2018
 Last Data Uploaded: 5/24/2018 12:18:08 AM



Developed by
 The Schneider Corporation

June 6, 2018

Via Email and Overnight Delivery

Mr. Michael R. Clayton
Woodbury County Treasurer
Woodbury County Courthouse
620 Douglas Street
Sioux City, Iowa 51101-1248

Re: Woodbury County, State of Iowa
\$1,364,260 General Obligation Capital Loan Notes, Series 2018

Dear Mike:

Enclosed are documents to complete Board action in connection with the authorization for the issuance of the above Notes.

1. The Board procedure consists of the following:
 - (a) Resolution authorizing the issuance of the Notes.

The resolution also incorporates by reference the form of the Tax Exemption Certificate.

There are blank spaces appearing in the form of Note set out in the resolution. These need not be completed but may be left blank as a guide since different amounts, dates and percents will be inserted within the blank spaces.

The resolution must be adopted by an affirmative vote equal to a majority of the full Board membership.

(b) Tax Exemption Certificate. The Tax Exemption Certificate sets out in detail a number of facts, promises and obligations which must be met and agreed to by the County in order to maintain these Notes as tax exempt. This Certificate may contain some blank spaces relating to matters of information dependent upon the resale price of the Notes which are not known and available at this time. The information will be calculated and added to this certificate prior to closing and completed copies of pages with blank spaces will be provided to you. This certificate should be SIGNED BUT NOT DATED. Please return all copies to our office prior to closing.

2. Closing Certificates and Documents:

(a) Loan Agreement. Please execute all copies and return the same to our office. We will obtain the Bank's signature and affix proper signature pages to the Loan Agreements when they are returned to our office. You will receive a fully executed copy at the time of closing.

(b) Original Note. The Note is enclosed to be executed by the Chairperson and the Auditor in the spaces provided and impressed with the County's seal. Tabs are attached to the Note showing where signatures and seals should appear. **Do Not Date the Note.** Please return the executed Note to us along with all other executed documents.

(c) Delivery Certificate. This certificate also should be signed, BUT NOT DATED. Please execute and return all copies to us. An executed copy will be provided to you after closing.

(d) Transcript Certificate. This certificate is to be executed and sealed in the manner indicated on the second page and may be dated at the time of completion. A notary attestation for all official signatures is required. Please execute and return all copies to us. An executed copy will be provided to you after closing.

(e) County Auditor's Certificate. A true copy of the authorizing resolution as adopted is to be certified and filed with the Auditor of Woodbury County. The Auditor is asked to certify to such filing on the certificate. Please return the "Complete and Return" copy to my attention prior to closing.

(f) Form 8038-G -- Information Return for Tax Exempt Governmental Obligations. Please sign, BUT DO NOT DATE, and return the form to us prior to closing.

Tax Exemption

The Tax Exemption Certificate is an important document and contains important information concerning the calculated yield on the Notes and a number of covenants and obligations on the part of the County. This certificate should be retained along with all of your records regarding the use of proceeds, expenditure dates and investment information needed to comply with IRS guidelines (See exhibit attached). I will not attempt to summarize all of the matters which are included in this certificate but I do want to point out some important ones.

Tax exemption is based in part upon the fact that the use of the facilities to be acquired by the County with the proceeds will be for the benefit of the public and will not be used in the private trade or business of any business or non-tax-exempt entity. The properties acquired with the Note proceeds must not be sold or diverted to any private or nonpublic use unless the significance of that action is reviewed by bond counsel.

The Tax Exemption Certificate sets forth the best knowledge and belief which you have as of today concerning the timely expenditure of the proceeds as the County reasonably expects expenditures to occur. If for any reason the County finds it will be prevented from expending the Note proceeds fully within three years, that matter should be referred to us.

These Notes are also issued under the expectation that the County will be exempt from the requirement to rebate arbitrage earnings to the United States Government since you intend to spend the proceeds of the Notes for construction purposes within two (2) years of issuance and meet the other requirements of the two-year expenditure exemption from the rebate provisions.

These Notes are also issued under the expectation that the County will be exempt from the requirement to rebate arbitrage earnings to the United States Government since you intend to spend the proceeds of the Notes within 18 months of issuance in accordance with the schedule described in Section 3.3 of the Tax Exemption Certificate.

These Notes are also issued under the expectation that you will be exempt from the requirement to rebate arbitrage earnings to the United States Government, because you will issue \$5,000,000 or less of Notes or any similar obligations for public purposes during the calendar year. (This excludes Industrial Development Revenue Notes.) If for any reason you should need to exceed that amount of Note issuance, the matter should be brought to our attention immediately. For this purpose, "Notes" generally includes any debt obligation including warrants, lease-purchase contracts, contracts to purchase, bonds and others.

These Notes are also issued under the expectation that you will be exempt from the requirement to rebate arbitrage earnings to the United States Government, because you will spend the gross proceeds of the Notes within six months of the date of issue. If for any reason it appears you will not meet this spending requirement, the matter should be brought to our attention immediately.

Also, these Notes are designated as qualified tax-exempt obligations, making them desirable for certain banks as investments and making possible a more favorable interest rate. For this designation to be proper, it is necessary that the County reasonably expects to issue \$10,000,000 or less of Notes or other obligations in the course of this calendar year. If that amount should be exceeded, it would be necessary to review the situation immediately.

There are a number of other general promises and commitments by the County to take or refrain from action, which are necessary to maintain the tax exemption of these Notes. You should recognize that these promises and commitments are required of the County on an ongoing basis and that the possibility of some additional future action does exist.

June 6, 2018

Page 4

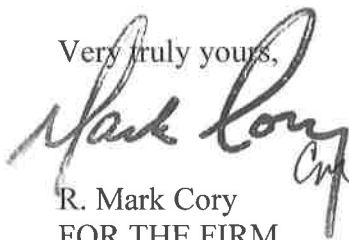
Closing Matters.

As you know, closing of this issue is scheduled to occur on or about June 26, 2018. At the time of closing, the "Purchaser's" copies of the above items and the original Note will be delivered to the Purchaser of the Note in exchange for the agreed purchase price. Our legal opinion also will be delivered to the Purchaser at that time.

Please return all executed documents to us by June 19th in order to allow sufficient time for review prior to closing.

Should you have any questions, or if we can be of any assistance in completing the enclosed items, please don't hesitate to contact me.

Very truly yours,

A handwritten signature in black ink that reads "R. Mark Cory" with a stylized flourish at the end.

R. Mark Cory
FOR THE FIRM

RMC:csm

Enclosures

cc: Dennis Butler
Karen James

01491073-1\18799-026

ITEMS TO INCLUDE ON AGENDA FOR JUNE 12, 2018

WOODBURY COUNTY, IOWA

\$1,364,260 General Obligation Capital Loan Notes, Series 2018.

- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

June 12, 2018

The Board of Supervisors of Woodbury County, State of Iowa, met in _____ session, in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at _____ .M., on the above date. There were present Chairperson _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

Board Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,364,260 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2018, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE" and moved that it be adopted. Board Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared said Resolution duly adopted as follows:

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,364,260 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2018, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE

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

WHEREAS, the Issuer is in need of funds to pay costs of miscellaneous improvement, repair, maintenance and replacement projects at public buildings, including the Courthouse, Law Enforcement Center, Prairie Hills Facility Anthon Courthouse and WCICC, essential county purposes, and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$550,000 be authorized for said purposes; and

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

WHEREAS, the Issuer is in need of funds to pay costs of peace officer communication equipment and other emergency services communication equipment and systems, essential county purposes, and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$850,000 be authorized for said purposes; and

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

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

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Issuer" and "County" shall mean Woodbury County, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$1,364,260 General Obligation Capital Loan Notes, Series 2018, authorized to be issued by this Resolution.
- "Paying Agent" shall mean the County Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean:
 - a) miscellaneous improvement, repair, maintenance and replacement projects at public buildings, including the Courthouse, Law Enforcement Center, Prairie Hills Facility Anthon Courthouse and WCICC; and
 - b) peace officer communication equipment and other emergency services communication equipment and systems.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean the County Treasurer of Woodbury County, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry

out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the County Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the County Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

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

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$306,495*	2018/2019
\$301,774	2019/2020
\$294,544	2020/2021
\$287,313	2021/2022
\$280,083	2022/2023

* A levy has been included in the budget previously certified and will be used together with available County funds to pay the principal and interest of the Note coming due in fiscal year 2018/2019.

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

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

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

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the County, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the County from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2018, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2018, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Capital Loan Notes of the County in the amount of \$1,364,260, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 331.402 and 331.443 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2018", be dated June 26, 2018, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2018, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Chairperson and attested by the manual or facsimile signature of the Auditor, and impressed or printed with the seal of the County and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$100,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$272,852	2.650%	2019
\$272,852	2.650%	2020
\$272,852	2.650%	2021
\$272,852	2.650%	2022
\$272,852	2.650%	2023

b) Redemption. The Notes are not subject to redemption prior to maturity.

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

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

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

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

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

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

f) Non-Presentation of Notes. In the event any payment check representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

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

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon

furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Chairperson and Auditor shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 12. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF WOODBURY"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2018"
ESSENTIAL COUNTY PURPOSE

Rate: 2.650%
Maturity: June 1, 2023
Note Date: June 26, 2018
CUSIP No.: n/a
"Registered"
Certificate No. 1
Principal Amount: \$1,364,260

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

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

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, in accordance with the attached maturity schedule marked Exhibit "A", only upon presentation and surrender hereof at the office of the Woodbury County Treasurer, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2018, and semiannually thereafter on the 1st day of June and December in each year.

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

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

a) miscellaneous improvement, repair, maintenance and replacement projects at public buildings, including the Courthouse, Law Enforcement Center, Prairie Hills Facility Anthon Courthouse and WCICC; and

b) peace officer communication equipment and other emergency services communication equipment and systems,

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

The Notes are not subject to redemption prior to maturity.

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

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

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

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

Date of authentication: _____

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

COUNTY TREASURER, Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: County Treasurer

Paying Agent: County Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

WOODBURY COUNTY, STATE OF IOWA

By: _____ (manual or facsimile signature)

Chairperson

ATTEST:

By: _____ (manual or facsimile signature)

County Auditor

(Information Required for Registration)

ASSIGNMENT

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

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____

Address of Transferee(s) _____

Social Security or Tax Identification _____

Number of Transferee(s) _____

Transferee is a(n):

Individual* _____ Corporation _____

Partnership _____ Trust _____

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

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

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

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

(End of form of Note)

Section 13. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Chairperson and attested by the County Auditor. The Chairperson and County Auditor are authorized and directed to execute, attest, seal and deliver for and on behalf of the County any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 14. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said County and the purchaser of the Notes.

Section 15. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

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

Section 16. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The County Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 17. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants,

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

Section 18. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 19. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 20. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 21. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 12th day of June, 2018.

Chairperson

ATTEST:

County Auditor

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

I, the undersigned County Auditor of Woodbury County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2018.

County Auditor, Woodbury County, State of Iowa

(SEAL)

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

#11

Date: 06/04/2018 Weekly Agenda Date: 06/12/2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: John Malloy, WCICC-IT

WORDING FOR AGENDA ITEM:

Approval for Budget Amendment to Encumber Fiscal 2018 CIP Funds into Fiscal 2019 CIP Funds.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

WCICC-IT is requesting to encumber \$81,442 from our FY18 CIP budget to our FY19 CIP budget for our Network Core Switch project.

BACKGROUND:

We are in need of replacing our Network Core Switches and planned to complete the project in FY18. However, the vetting process has taken longer than preferred due in large part in how the switching electronics are now being priced and maintained. We hope to send the project out to bid in late June or early July of 2018. The WCICC Commission has been made aware of the project in the April and May Commission meetings.

FINANCIAL IMPACT:

Encumbering \$81,442 from our FY18 CIP funds into our FY19 CIP funds.

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

- Yes No

RECOMMENDATION:

WCICC-IT recommends the approval to encumber funds from our FY18 CIP into our FY19 CIP.

ACTION REQUIRED / PROPOSED MOTION:

Discussion and action to approve the encumbrance of \$81,442 from FY18 CIP to FY19 CIP.

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

#12a

Date: 6/7/2018 Weekly Agenda Date: 6/12/2018

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

WORDING FOR AGENDA ITEM:

Approve contract for annual corrugated metal pipe purchase for 2018, project CP-2018

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county road department annually takes bids for corrugated metal pipe culverts for use in road projects and driveways. Bids were awarded to Metal Culverts Inc.

BACKGROUND:

The county road department stocks pipe for driveway construction and repairs as well as for use as cross road culverts. Several county project culverts are included in the annual bid as well to get better pricing as part of a large order.

FINANCIAL IMPACT:

The culverts are paid for with local funds.

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

Yes No

RECOMMENDATION:

I recommend that the Board approve the contract for project number CP-2018 with Metal Culverts, Inc.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the contract for project number CP-2018 with Metal Culverts, Inc. for \$82,766.48.

Project No. CP-2018
County Woodbury

MATERIAL CONTRACT

THIS AGREEMENT made and entered into by and between Woodbury County, by its Board of Supervisors, consisting of the following members: Rocky DeWitt, Matthew Ung, Jeremy Taylor, Marty Pottebaum, and Keith Radig

party of the first part, and Metal Culverts Inc.
of Jefferson City, MO, party of the second part.

WITNESSETH: That the party of the second part, for and in consideration of -----
Eighty Two Thousand Seven Hundred Sixty Six Dollars and 48/100 Dollars

(\$82,766.48) payable as set forth in the specifications constituting a part of this contract, hereby agrees to furnish f.o.b. the locations as designated in the Instruction to Bidders, and within the time specified therein the various items of material listed below as follows: Complete delivery of all materials on or before the 1st day of June 2018 (Corrugated metal culvert pipe per letting date March 27, 2018).

Item No.	Description	Quantities Total Lin. Ft.	Unit Price Dollars	Dollar Amount
1.	24" Culvert Pipe	1,998 L.F.	\$19.08 Per Lin. Ft.	\$ 38,121.84
2.	30" Culvert Pipe	290 L.F.	\$23.43 Per Lin Ft.	\$ 6,794.70
3.	36" Culvert Pipe	204 L. F.	\$27.95 Per Lin Ft.	\$ 5,701.80
4.	Special Pipe 2018-1	1 L. S.	\$2,178.50	\$ 2,178.50
5.	Special Pipe 2018-2	1 L. S.	\$5,988.00	\$ 5,988.00
6.	Special Pipe 2018-3	1 L. S.	\$9,123.20	\$ 9,123.20
7.	Special Pipe 2018-4	1 L. S.	\$6,856.72	\$ 6,856.72
8.	Special Pipe 2018-5	1 L. S.	\$8,001.72	\$ 8,001.72
			TOTAL	\$82,766.48

NOTE: Fabricated lengths and delivery sites will be per LETTING NOTICE Sheets 5, 6 and 7

That at the option of the Party of the First Part, the amounts of materials may be increased or decrease within thirty (30) days from date thereof, not to exceed ten (10) per cent, without invalidating this contract. Department of Transportation

That the Proposal, Instructions to Bidders, specific Contract and the Specifications of the Iowa Department of Transportation date of Series, 2015 covering the various kinds or classes of material herein specified, are and constitute the contract between the parties hereto, and that all material furnished shall comply with requirements thereof.

That the dates of delivery specified in the Proposal are of the essence of this contract and a failure to make delivery by the specified date of delivery shall constitute a breach of this contract, and the Party of the First Part may thereafter purchase such material at its option, and the difference in cost, if any, between the amounts so paid for the material and the contract price for the same shall constitute the measure of damage to be paid by the Party of the Second Part to the Party of the First Part for such breach.

That in consideration of the foregoing, the Party of the First Part agrees to inspect all material promptly upon delivery and to pay to the Party of the Second Part the sums as set forth in the contract promptly after the inspection and acceptance of the material.

In WITNESS WHEREOF, the parties hereto have set their hands for the purpose herein expressed, to this and three other instruments of like tenor, this _____ day of _____, 2018.

Woodbury County, Iowa
Party of the First Part

By _____
Rocky DeWitt, Chairman
Metal Culverts Inc.

By Michael L. Baker

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

#12b

Date: 6/7/2018 Weekly Agenda Date: 6/15/2018

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

WORDING FOR AGENDA ITEM:

Approve proposal for acquisition of easements for Bennett McDonald Smithland flood control district

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The Bennett McDonald Smithland flood control district requires some new easements to bring the district into compliance. I and S Group has provided a proposal to obtain easements.

BACKGROUND:

The Bennett McDonald Smithland district has been deemed in non-compliance following Corps of Engineers inspections. To bring the levee into compliance, easements must be secured to allow Corps concerns to be addressed without trespassing on private property. This proposal allows I&S Group to obtain those easements on behalf of the district trustees.

FINANCIAL IMPACT:

The engineering services and easement costs are paid by assessments against benefited properties.

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

Yes No

RECOMMENDATION:

I recommend that the Board approve the contract with I&S Group for obtaining easements for the Bennett McDonald Smithland levee district.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the contract with I&S Group for obtaining easements for the Bennett McDonald Smithland levee district.

June 4, 2018

Woodbury County Engineer
Mr. Mark J. Nahra, P.E.
759 E. Frontage Road
Merville, IA 51039

RE: Proposal/Work Authorization – Bennet-McDonald-Smithland Easement Negotiations

Mr. Nahra:

Thank you for the opportunity to once again work with the Woodbury County Board of Supervisors acting as Trustees for the Bennet-McDonald-Smithland Drainage District. We look forward to working with you to obtain signatures from the landowners transferring the needed easements, and recording the easements to clearly protect ownership of District properties. Enclosed with this letter you will find a Proposal/Work Authorization listing our proposed engineering services for the project. If the work authorization is acceptable, please sign the first page of both copies of the Authorization and initial the Risk Allocation Sections on Page 2. Please return one (1) copy of this Authorization back to our office in Storm Lake, Iowa.

The Authorization is on a time and material basis, not to exceed \$5,200 without prior approval of the Board, and a copy of our Fee Schedule is attached. We plan to begin communications with the landowners during the month of June, 2018, and have the required signatures obtained by September, 2018. Recording the easements to protect ownership of the District easements will then be completed.

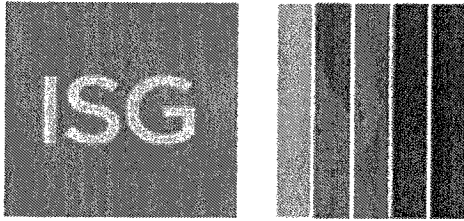
If you have any questions or concerns, please call our Storm Lake Office.

Sincerely,

Brian W. Blomme, P.E.
Project Engineer
ISG

enc: 2 - PWAs

PROPOSAL - WORK AUTHORIZATION FOR LIMITED PROFESSIONAL SERVICES



Project Title : Bennet-McDonald-Smithland Easements
Client: Bennet-McDonald-Smithland Drainage District Trustees
Address: 759 E. Frontage Road
City: Merville, IA. 51039

Woodbury County, IA
Date: June 4, 2018
Project: Easements for Drainage District
Location: Smithland, IA.

DESCRIPTION OF WORK

This Proposal - Work Authorization constitutes the express authority given to I+S GROUP, INC. by the above named client to do the following described work:

Easement Negotiations for the Bennet-McDonald-Smithland Drainage District

The segment of the open channel from the Woodbury-Monona County line to Broadway Street within the Smithland City Limits, are the focus of the proposed repair work.

1. ISG will contact landowners adjacent to the open channel as defined by the eleven (11) easement plats provided and negotiate on the behalf of the District the transfer of the needed easements.
2. Signatures will be obtained from the landowners, and will be recorded along with the eleven (11) plats of survey with Woodbury County.
3. Documentation of this easement aquisition will be provided to the US Army Corps of Engineers (USACE) on behalf of the Bennet-McDonald-Smithland Drainage District.

Work scheduled to begin June 2018

The above named client agrees to pay I+S GROUP for the above described work, on the basis of compensation checked below: (Net 30 Days)

- Lump Sum (As scheduled on attached sheet)
- Hourly (Rates attached and made a part hereof.)
- Other as Described Above.

Project Fee will not exceed \$5,200 without prior approval

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

Client: Bennet-McDonald-Smithland Drainage District Trustees

I+S GROUP

By: _____

By: _____

Title: _____

Title: Project Engineer

**Please sign and return one (1)
copy of this Agreement to:**

1725 N. Lake Ave.
Storm Lake, IA 50588
Phone 712.732.7745

TERMS AND CONDITIONS

I+S Group, Inc. shall perform the services outlined in this Proposal/Work Authorization for the stated fee arrangement.

Access to Site

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

Information Responsibility

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

Construction Review

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

Fee

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

Billings/Payments

Invoices for I+S GROUP'S services shall be submitted, at I+S GROUP'S option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, I+S GROUP may, without waiving any claim or right against

the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

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

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

Risk Allocation

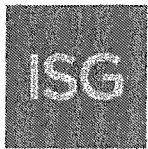
In recognition of the relative risks and benefits of the project to both the Client and I+S GROUP, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of I+S GROUP and their subconsultants to the Client and for any and all claims,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

Termination of Services

This agreement may be terminated by the Client or I+S GROUP should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay I+S GROUP for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
other endeavor without the written consent I+S GROUP.

Applicable Laws

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



2018 Standard Hourly Rates

Rates effective as of January 1, 2018 and are subject to change on an annual basis.

EMPLOYEE TYPE	HOURLY RATE	EMPLOYEE TYPE	HOURLY RATE
Support/Marketing/Development Professional		Landscape Architect	
I - IV	\$58 - 149	I - IV	\$103 - 149
Architect		Mechanical/Electrical Engineering Technician	
I - IV	\$97 - 142	I - IV	\$87 - 149
Architectural Technician		Mechanical Engineer	
I - IV	\$87 - 116	I - IV	\$107 - 152
Civil Engineer		Planner	
I - IV	\$108 - 149	I - IV	\$99 - 135
Civil Engineering Technician		Project Manager	
I - IV	\$85 - 111	I - IV	\$109 - 140
Electrical Engineer		Structural Engineer	
I - IV	\$107 - 149	I - IV	\$105 - 152
Environmental Scientist/Engineer/Specialist/Operator		Senior Architect	
I - IV	\$97 - 135		\$188
GIS Specialist		Senior Engineer, All Classifications	
	\$135		\$188
Interior Designer		Equipment Expenses	
I - IV	\$100 - 130	Survey Grade GPS/Robotics	\$49
Land Surveyor		Mapping Grade GPS	\$16
I - IV	\$100 - 149	3D Laser Scanner	\$55
Land Surveying Technician		Drone	\$110
I - IV	\$80 - 109	All-Terrain Vehicle	\$22
		Mileage is billed at the IRS allowable rate	
		Consultant subcontracts are billed at cost +10%	

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

#13a

Date: 6/06/2018 Weekly Agenda Date: 6/12/2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Siouxland District Health- HVAC Facility Study

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Resource Consulting Engineers (Corey Metzger) will provide the Building HVAC study final report.

BACKGROUND:

On January 20, 2018, the Board of Supervisors approved an HVAC engineering assessment of the Siouxland District Health facility. The study would evaluate current failures, overall systems feasibility and steps to address needs as they arise in the future.

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:

Information

ACTION REQUIRED / PROPOSED MOTION:

Information

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

Date: 6/07/2018

Weekly Agenda Date: 6/12/2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Trosper-Hoyt Juvenile Detention - Kitchen Upgrade Project

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Trosper Hoyt Juvenile Detention Facility Master Plan Project priority list was previously altered to remove detention doors. Plans for detention security door and hardware upgrades were removed from a prior project. Costs submitted were far beyond initial estimates. Changes triggered by code compliance of a total door replacement would create an environment that would be viewed by detention staff as notably less safe for them and less desirable. Detention priorities were then realigned with Master Control Systems & Building Elevator upgrades to become a top priority.

The Detention Director (Ryan Weber) in conjunction with Building Services and Goldberg Groups assistance have determined that the next step in the plan logistically should address improvement upgrades to the existing kitchen and laundry areas. Comments after inspections of the existing kitchen and laundry areas have indicated that while the areas are "grand-fathered in" they are short of current day code compliance and that recommendations are that improvements should begin to be considered. Currently a large portion of detention costs are coming from equipment breakdowns within the kitchen area and in some cases equipment is needing to be retrofitted because parts are no longer available.

Goldburg Group upon request has furnished a proposal associated with the documents, plans, and specifications for bid purposes.

BACKGROUND:

June 5, 2018 - The Juvenile Detention Director recommends to the Woodbury County Board of Supervisors that upgrades planned for the Juvenile Detention area at Trosper Hoyt building by the previous director should be altered to shift project upgrade priorities.

December 5, 2017 - Board of Supervisors approves plans & specifications to seek bids for the Trosper Hoyt Master Control System & Elevator Project.

August 22, 2017 - Project low bid exceeds estimates by \$97,000.00 in part do to the elimination of synergies anticipated by simultaneous door replacements with an LEC project that was terminated. Trosper Hoyt Master Control & Door Project terminated (bids thrown out). Facility Project scope to be totally redesigned and new project bid.

January 25, 2017 - Approval to seek competitive bids for Master Control & Detention Doors Project.

January 17, 2017 - Board of Supervisors approves contract with Goldburg Group Architects for Juvenile Detention design related to; Trosper Hoyt Juvenile Detention Facility Master Plan, Master Control System Replacement, Partial Door Replacements and Security Hardware.

FINANCIAL IMPACT:

2019 CIP (\$160,000) - Project #9103-19-Kitchen
Project Estimate (Prior to Bid)-\$160,000

Goldberg Group Architects - \$11,300.00

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

Yes No

RECOMMENDATION:

The Building Services & Juvenile Detention Directors seek consideration and approval of Goldberg Group Architects scope of services to provide contract documents and specifications and to seek bids for the renovation of the kitchen and laundry areas of Juvenile Detention.

ACTION REQUIRED / PROPOSED MOTION:

- A. Motion to approve Goldberg Group Architects proposal (attached) dated May 3, 2018, in the amount of \$11,300.00
- B. Motion to seek competitive bids for the Trospen Hoyt Juvenile Detention Kitchen & Laundry Project

805 N. 36th Street, Suite B
St. Joseph, Missouri 64506
p: 816.233.9300 f: 816.233.9399
e-mail: info@gga-pc.com
web: www.gga-pc.com

GOLDBERG GROUP ARCHITECTS, PC



ARCHITECTURE, INTERIORS & PLANNING

A PROFESSIONAL CORPORATION

May 3, 2018

Mr. Kenny Schmitz
Woodbury County Director of Building Services
620 Douglas Street
Sioux City, IA 51101

**A/E Service Proposal for
Renovations to the Woodbury County Juvenile Detention Center**

Mr. Schmitz,

Thank you for this opportunity to submit our proposal for renovations at the Woodbury County Juvenile Detention Center located in the Trospen Hoyt Building at 822 Douglas Street. Regarding the proposed scope of services needed to provide contract documents for the permitting, bidding and renovation construction of the kitchen and laundry areas at the Juvenile Facility, we respectfully propose a lump sum fee in the amount of **\$11,300**. This fee would be inclusive of standard design services and travel expenses. Any additional services requested above and beyond our mutually agreed upon services and scope of work can be provided on our hourly rates as listed below.

Principal	\$ 135.00
Sr. Technical	\$ 95.00
Technical	\$ 75.00
Clerical	\$ 30.00

Our scope of services for this project would include the following:

- Evaluation of the existing building for condition, accessibility and compliance with current building codes
- Generate a digital 3D model of the facility based on Owner provided drawings and field verified data
- Develop a preliminary timeline for the design and construction of the project
- Develop preliminary estimates of probable construction costs
- Detailed Contract Documents (plans and specifications) for the following disciplines, required for construction and permitting with the local authorities having jurisdiction
 - Architectural
 - Food Service
 - Plumbing
 - Mechanical
 - Electrical
 - Fire Alarm
 - Fire Protection

Proposal for A/E Services
Trosper-Hoyt Elevator Replacement



- Participation in Pre-Bid Meeting with interested Contractors
- Administration and evaluation of the bidding process
- Construction Administration and Observation
- Provide a digital copy (CAD/Revit/PDF) of the Contract Documents

We appreciate the opportunity to serve Woodbury County with a continued high level of project performance, and to work with you, the Baker Group and the Board of Supervisors once again.

Please feel free to call with any questions you may have.

Best Regards,
Goldberg Group Architects PC

Kevin Rost, AIA

CC: Shane Albrecht, Baker Group
GGA File