



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JULY 17, 2018) (WEEK 28 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

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held July 17, 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

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

- 1. Citizen Concerns Information
2. Approval of the agenda Action

Consent Agenda

Items 3 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.

- 3. Approval of the minutes of the July 10, 2018 meeting
4. Approval of claims
5. Board Administration – Karen James
Approval of resolutions naming depositories for the County Auditor and County Treasurer
6. Human Resources – Melissa Thomas
Approval of Memorandum of Personnel Transactions
7. County Sheriff – Dave Drew
Receive County Sheriff's reports of unadjudicated condemnation funds now held by the Sheriff's Office

8. Community Economic Development – David Gleiser
Receive quarterly report on Rural Comprehensive Planning Project

End Consent Agenda

9. Human Resources – Melissa Thomas
Presentation of award certificate to Dawn Lafave Information
- 4:37 a.m.** 10. County Auditor – Patrick Gill
(Set time)
 - a. Public hearing for proposed public improvements: Purchase of voting equipment Action
 - b. Receive proposals to furnish voting equipment to Woodbury County Action
11. Board of Supervisors – Jeremy Taylor & Megan Simpson and Matt Ohman
Update on progress of a detox center in Sioux City & Woodbury County Information
12. Secondary Roads – Mark Nahra
Receive and consider bids for pavement markings – 2018 Action
13. Building Services – Kenny Schmitz
Receive quotes for one pickup truck for the Building Services Department Action
14. Board of Supervisors – Jeremy Taylor
Discussion and approval of matching contribution to the Woodbury County Freedom Rock Committee for the completion of the “Freedom Rock” Action
15. County Sheriff – Dave Drew
Approval to tie the existing Millennium access control system at Trospen-Hoyt to the LEC/Courthouse Millennium control system Action
16. Board of Supervisors – Jeremy Taylor & Finance Director – Dennis Butler
 - a. Approval of the allocation of room & board of prisoners held at the LEC Action
 - b. Discussion and approval of purchase of whole body digital security imaging equipment for the purpose of identifying illegal contraband and to be an “Iowa Luminary Site” Action
17. Reports on Committee Meetings Information
18. Citizen Concerns Information
19. Board Concerns Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

WED., JULY 18	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., Suite 202
THUR., JULY 19	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
MONDAY, JULY 23	6:00 p.m.	Zoning Commission Meeting, First Floor Boardroom
TUESDAY, JULY 24	1:00 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
THURS., JULY 26	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board meeting, SIMPCO Office, 1122 Pierce St.
WED., AUG. 1	9:00 a.m.	Loess Hills Alliance Protection Committee meeting, Pisgah, Iowa
	10:30 a.m.	Loess Hills Alliance Stewardship Committee meeting
	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
	1:00 p.m.	Loess Hills Alliance Executive meeting, Pisgah, Iowa
MONDAY, AUG. 6	6:00 p.m.	Board of Adjustment meeting, First Floor Boardroom
TUESDAY, AUG. 7	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WED. AUG. 8	8:05 a.m.	Woodbury County Information Communication Commission, First Floor Boardroom
THUR. AUG. 9	12:00 p.m.	SIMPCO Board of Directors meeting, 1122 Pierce Street
	4:30 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
WED. AUG. 15	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
THUR. AUG. 16	10:30 a.m.	Department Head Meeting, LEC Conference Room
	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue

The following Boards/Commission have vacancies: Commission to Assess Damages - Category A, Category B, Category C and Category D, Civil Service Commission and Library Board of Trustees

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.

JULY 10, 2018, TWENTY-SEVENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, July 10, 2018 at 4:30 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, and Michelle Skaff, Deputy Auditor/Clerk to the Board.

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

- 1. There were no citizen concerns.
- 2. Motion by Taylor second by Radig to approve the agenda for July 10, 2018. Carried 5-0. Copy filed.

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

- 3. To approve minutes of the June 26, 2018 meeting. Copy filed.
To approve minutes of the July 2, 2018 special meeting. Copy filed.
- 4. To approve the claims totaling \$893,906.05. Copy filed.
- 5a. To approve the lifting of tax suspension for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension. Copy filed.
- 5b. To approve and authorize the Chairperson to sign a Resolution approving petition for suspension of taxes through the redemption process.

**WOODBURY COUNTY, IOWA
RESOLUTION #12,773
RESOLUTION APPROVING PETITION FOR SUSPENSION
OF TAXES THROUGH THE REDEMPTION PROCESS**

WHEREAS, Catherine Haig and as joint titleholder of property located at 1606 Military Road. Sioux City, Iowa, Woodbury County, Iowa, and legally described as follows:

Parcel # 8947 20 157 005

PENDLETON HILL LOT 2 BLK 10

WHEREAS, Catherine Haig, as joint titleholder of the aforementioned property has petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2017 Iowa Code Section 447.9(3) and,

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

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby directs the County Auditor to redeem this property Parcel #894720157005 owned by the petitioner from the holder of a certificate of purchase of the amount necessary to redeem under section 447.9, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this parcel.

SO RESOLVED this 10th day of July, 2018.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 5c. To approve the reappointments of the Civil Service Commission, Library Board of Trustees, and the Veteran Affairs Commission. Copy filed.
- 6. To approve and authorize the Chairperson to sign a Resolution Notice of Property Lease Amendment.

**RESOLUTION #12,774
NOTICE OF PROPERTY LEASE AMENDMENT**

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

WHEREAS Senet, Inc. (hereinafter referred to as "Senet") desires to enter a 1st Amendment to the lease with Woodbury County, Iowa and Starcomm to use the Starcomm radio tower located at 2028 Jasper Avenue, Merville Iowa.

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 **July 24th, 2018 at 4:45 pm** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to the 1st Amendment of a current lease space on the Starcomm system to Senet to extend this Lease for four (4) additional "Renewal Terms" of Five (5) years, including automatically renewal terms.
3. That said Board proposes to lease the real estate at a rate to increase \$26.00 per month bringing the total monthly rate to \$291.00 per month for the remaining second renewal term with the amount of the rent increasing by 10% in each of the renewal terms.
4. That this resolution, preceded by the caption "Notice of Property Lease Amendment" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 07-10-18.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

7. To receive the County Auditor's Quarterly Report for April 1, 2018 through June 30, 2018. Copy filed.
- 8a. To approve the reclassification of Terry Svendsen, Maintenance Worker, Building Services Dept., effective 07-01-18, \$22.76/hour, 8%=\$1.69/hour. Per AFSCME Courthouse Contract agreement, from Grade 3/Step 5 to Grade 4/Step 5 with 3rd Class Hydronic Engineer License.; the transfer of Joel Bertrand, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 07-11-18, \$21.07/hour, 0%. Position Transfer to Wage Plan.; the transfer of Bradley Carlson, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 07-11-18, \$21.07/hour, 0%. Position Transfer to Wage Plan.; the transfer of Rocky De Witt, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 07-11-18, \$21.07/hour, 0%. Position Transfer to Wage Plan.; the transfer of Wendy Erickson, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 07-11-18, \$21.07/hour, 0%. Position Transfer to Wage Plan.; the transfer of Larry Iddings, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 07-11-18, \$21.07/hour, 0%. Position Transfer to Wage Plan.; the transfer of Greg Shinkunas, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 07-11-18, \$21.07/hour, 0%. Position Transfer to Wage Plan.; the transfer of Sheryl Skaff, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 07-11-18, \$18.05/hour, 0%. Position Transfer to Wage Plan.; the transfer of Robert Sorensen, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 07-11-18, \$19.03/hour, 0%. Position Transfer to Wage Plan.; the promotion of Karla Fergen, Senior Clerk, Human Resources Dept., effective 07-11-18, \$18.85/hour, 9.6%=\$1.66/hour. Promotion from Clerk II to Senior Clerk.; the transfer of Andrew Britton, Youth Worker, Juvenile Detention Dept., effective 07-11-18, \$23.75/hour, 0%. Position Transfer from P/T to F/T Youth Worker.; the appointment of Ronald Freemont, P/T Operations Officer-Paramedic, Emergency Services Dept., effective 07-12-18, \$17.79/hour. Job Vacancy Posted 4-20-18. Entry Level Salary: \$17.31-\$18.35/hour.; the

reclassification of Rodney Schroeder, Civilian Jailer, County Sheriff Dept., effective 07-13-18, \$20.06/hour, 4%=\$.78/hour. Per CWA Civilian Officers Contract agreement, from Class 3 to Class 2.; the reclassification of Karla Claussen, Legal Secretary III, County Attorney Dept., effective 07-17-18, \$20.69/hour, 4%=\$.79/hour. Per AFSCME Courthouse Contract agreement, from Grade 5/Step 1 to Grade 5/Step 2.; the reclassification of Sasha Downs, Legal Secretary III, County Attorney Dept., effective 07-18-18, \$22.50/hour, 5%=\$1.10/hour. Per AFSCME Courthouse Contract agreement, from Grade 5/Step 3 to Grade 5/Step 4.; and the reclassification of Casey McBride, Civilian Jailer, County Sheriff Dept., effective 07-20-18, \$20.06/hour, 4%=\$.78/hr. Per CWA Civilian Officers Contract agreement, from Class 3 to Class 2. Copy filed.

8b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Clerk II, Human Resources Dept. Wage Plan: \$16.43/hour. Copy filed.

9. To approve the underground utility permit for MidAmerican Energy. Copy filed.

Carried 5-0.

11. Presentation of Resolution Thanking and Commending Richard Ellison. Copy filed.

10. A public hearing was held at 4:35 p.m. for the sale of parcel #894728162006, 815 Pierce St. The Chairperson called on anyone wishing to be heard.

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

Motion by De Witt second Ung by to approve and authorize the Chairperson to sign a Resolution for the sale of real estate parcel #894728162006, 815 Pierce St., to Brad Cummings LLC, 51229 872nd Rd, Orchard, NE, for \$20,112.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD
OF SUPERVISORS OF WOODBURY COUNTY, IOWA
RESOLUTION #12,775**

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

By Brad Cummings LLC in the sum of Twenty Thousand One Hundred Twelve Dollars & 00/100 (\$20,112.00)-----dollars.

For the following described real estate, To Wit:

**Parcel #894728162006
Lot Nine (9) Block Forty-Five (45), Sioux City East Addition, Woodbury County, Iowa
(815 Pierce Street)**

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

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

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

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

SO DATED this 10th Day of July, 2018.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

12. Motion by Pottebaum second by Radig to reschedule the presentation of the resolution thanking and commending Steve McGrory. Carried 5-0.
13. Motion Pottebaum by second by Radig to approve the request to waiver the comp time payout for Anabel Verdin according to the Juvenile Detention Bargaining Agreement. Carried 5-0. Copy filed.
- 14a. Information was presented by Kenny Schmitz, Building Services, on Trosper Hoyt and LEC HVAC study results. Copy filed.
- 14b. Motion by Taylor second by De Witt to transfer responsibilities for all vendor fees and/or services rendered to the entity utilizing reverse osmosis systems, bottled water, consumables, and their associated over-site, fees, invoice processing, and financial budget allocation effective August 1st, 2018. Carried 5-0. Copy filed.
- 15a. Motion by Taylor second by Radig to approve the final pay voucher for project STP-S-CO97(127)—5E-97. Carried 5-0. Copy filed.
- 15b. Motion by Taylor second by De Witt to award the bridge replacement project to Dixon Construction Company for \$1,019,550.42. Carried 5-0. Copy filed.
16. The Board heard reports on committee meetings.
17. Gary Brown expressed thanks for support of paramedic program.
18. Board concerns were heard.

The Board adjourned the regular meeting until July 17, 2018.

Meeting sign in sheet. Copy filed.

**WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION
MEMORANDUM**

TO: Board of Supervisors
FROM: Karen James, Board Administrative Assistant
DATE: July 12, 2018
RE: Resolutions Naming Depositories

Routinely every July a memo is sent to the County Auditor, County Treasurer, County Sheriff and the Director of the Conservation Department asking them if there are any changes on their resolutions for depositories.

The County Auditor and County Treasurer are requesting changes this fiscal year.

Please find attached copies of the new resolutions for the County Auditor and County Treasurer.

Attachments

RESOLUTION NAMING DEPOSITORIES # _____

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

NAME OF DEPOSITORY	LOCATION	MAXIMUM DEPOSIT In the effect Prior resolution	MAXIMUM DEPOSIT under the resolution
US Bank	Sioux City, Iowa	\$ 10,000	\$ 10,000
Security National Bank	Sioux City, Iowa	\$ 750,000	\$1,00,000

SO RESOLVED this 17th day of July, 2018

WOODBURY COUNTY BOARD OF SUPERVISORS

Rocky L. De Witt, Chairman

Marty Pottebaum, Member

Patrick F. Gill
County Auditor/Recorder

Keith W. Radig, Member

Jeremy J. Taylor, Member

Matthew A. Ung, Member

RESOLUTION NAMING DEPOSITORIES # _____

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

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

SO RESOLVED this 17th day of July 2018

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
County Auditor/Recorder

Rocky De Witt, Chairman

Matthew A. Ung, Member

Keith Radig, Member

Marty Pottebaum, Member

Jeremy Taylor, Member

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: July 17, 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
Williams, Gabriel	Juvenile Detention	7-19-18	P/T Youth Worker	\$18.88/hour		A	Job Vacancy Posted 5-23-18. Entry Level Salary: \$18.88/hour.
Zellmer, Cody	Secondary Roads	7-25-18	Temporary Summer Laborer			S	End of Temporary Work.
Lamp, Connor	Secondary Roads	7-26-18	Temporary Summer Laborer			S	End of Temporary Work.
Widman, Joshua	County Attorney	7-26-18	Asst. County Attorney	\$89,121/year	3.6%=\$3,106/year	R	Per Wage Plan comparability with AFSCME Asst. County Attorney Contract, from Step 9 to Step 10.
Verzani, Matthew	County Attorney	7-27-18	Asst. County Attorney	\$82,913/year	3.8%=\$3,102/year	R	Per AFSCME Asst. County Attorney Contract agreement, from Step 7 to Step 8.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas

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: July 17, 2018

For the July 17, 2018 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1. Juvenile Detention P/T Youth Worker, Appointment.
2. Secondary Roads (2) Temporary Summer Laborers, End of Temporary Work.
3. County Attorney Asst. County Attorney, from Step 9 to Step 10.
4. County Attorney Asst. County Attorney, from Step 7 to Step 8.

Thank you



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

Fiscal Year Ending June 30, 2018

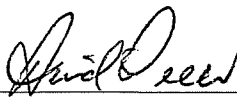
SHERIFF'S REPORT

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

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

DATE RECEIVED BY SHERIFF	TO WHOM DUE	CONDEMNATION DATE	AMOUNT OF CHECK
12/04/18	Sioux River Properties LLC Northwest Bank 880 Bruner Ave, Sioux City, Iowa 51109	11/01/17	\$34,000.00
TOTAL ON HAND (UNADJUDICATED FUNDS)			\$34,000.00

Respectfully submitted,



David Drew, Sheriff

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



Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

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

Fiscal Year Ending June 30, 2018

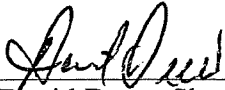
SHERIFF'S REPORT

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

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

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

Respectfully submitted,



David Drew, Sheriff

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

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

Date: 7/9/18 Weekly Agenda Date: 7/17/18

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

WORDING FOR AGENDA ITEM:

Quarterly Update on Rural Comprehensive Planning Project

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This is a quarterly report from Simmering Cory, Inc. (SCI) on their work with the 11 rural cities participating in our comprehensive planning project.

BACKGROUND:

In July 2016, the Board awarded a contract to SCI to provide 11 rural cities with a new or updated comprehensive plan over the course of 3 years. \$112,530 (LOST Funds) was budgeted for this project.

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:

Receive the the quarterly report.

ACTION REQUIRED / PROPOSED MOTION:

Motion to receive the the quarterly report.

07.9.2018

Memo

To
David Gleiser

From
Justin Yarosevich

CC
Jennifer Movall

Re
Woodbury County Rural
Cities Comp Plan Update

Comments:

David,

Again, my apologies I know you and the Cities want to get these wrapped up and we are working toward that end. As we continue moving forward we want to make sure we are providing them with a useful document. I have included a short update on each City below. We continue to make progress; however, much of our efforts have been toward completing the plan documents for Hornick, Correctionville, and Bronson. Hornick is ready for adoption with this update and we have provided the City with the draft and proceedings they need to adopt the plan. Following adoption, we'll provide the physical copies and a digital version to the City and you. The focus is now on finishing up Correctionville and Bronson so they can adopt their plans. We also continue working with all the other cities to schedule their next meetings and get them toward the completion of their projects.

I understand that this has taken longer than we all anticipated. We are committed to finishing the project in a timely manner and to doing so with a product that the City can use. I hope this is evident in the Hornick draft that is provided with this update.

As always, I am happy to answer any questions that you may have.

Hornick, Iowa

The priority over the past couple of months has been getting the written plan for Hornick completed. A copy of the draft (prior to approval) plan is attached to this report for your review. We have provided the City with the public notice needed for publication and the proceedings, including a draft resolution, for the adoption process at their August meeting.

	Kick Off MTG	Public Meeting	Council Visioning	Council Priority Setting	Public Presentation of Plan	Council Adoption
Original	Sept. 2016	Nov. 2016	March 2017	Not Planned	Not Planned	March 2017
Revised	Completed	Completed	Completed	Completed	Completed	August 2018
Billed				Feb-18	Feb-18	

Simmering-Cory, Inc.

Tel 641-355-4072
Fax 515-724-7868

114 East 5th Street
Storm Lake, IA 50588

www.simmeringcory.com
info@sc-ic.com

Correctionville, Iowa

Correctionville has completed their prioritization and their second public visioning session, since the last update. They had a small turnout at the second public visioning session but those that were there seemed pleased with the objectives outlined and the concepts presented. We have been working on their plan and along with Bronson’s plan are the top priorities as we move forward.

	Kick Off MTG	Public Meeting	Council Visioning	Council Priority Setting	Public Presentation of Plan	Council Adoption
Original	April 2018	June 2018	October 2018	Not Planned	Not Planned	October 2018
Revised	Completed	Completed	Completed	Completed	Completed	September 18
Billed				Billable	Billable	

Bronson, Iowa

We completed the second public visioning session for Bronson. They had a great turnout including residents that we did not see during the original visioning session which was good. There was a lot of excitement about the objectives developed and the concepts. The City has already started working on some of the simpler objectives. As noted above their plan along with the Correctionville plan are the top priorities moving forward.

	Kick Off MTG	Public Meeting	Council Visioning	Council Priority Setting	Public Presentation of Plan	Council Adoption
Original	Jan. 2017	March 2017	July 2017	Not Planned	Not Planned	July 2017
Revised	Completed	Completed	Completed	Completed	Completed	September 18
Billed				Feb-18	Billable	

Sloan, Iowa

We met with the City Council and planning and zoning to discuss potential objectives. There was additional feedback at the meeting that resulted in us needing to go back and make some changes to the concepts, future land use map, and objectives. We are making those updates and working on scheduling the priority meeting with the City so we can complete the prioritization with them and finish up the plan.

	Kick Off MTG	Public Meeting	Council Visioning	Council Priority Setting	Public Presentation of Plan	Council Adoption
Original	Sept. 2016	Nov. 2016	March 2017	July 2018	August 2018	October 2018
Revised	Completed	Completed	Completed	July / August 18	August/Sept 18	January 2019
Billed						

Anthon, Iowa

Similar to Sloan we met again with the Council but after discussing the potential objectives and concepts the City identified some changes they wanted to have made. We are working with ISG to get those changes made and working on finding a time to return to the City to finish the prioritization.

	Kick Off MTG	Public Meeting	Council Visioning	Council Priority Setting	Public Presentation of Plan	Council Adoption
Original	Sept. 2016	Nov. 2016	March 2017	Not Planned	Not Planned	March 2018
Revised	Completed	Completed	Completed	July 2018	August 2018	October 2018
Billed			Feb-18			

Pierson, Iowa

We met again with the Council in Pierson in June and went over future land use and some concepts and objectives that we see. We are working on the revised documents for these and a list of objectives that we can discuss with the Council and have them prioritize. Once the prioritization is complete we will schedule the second public visioning session.

	Kick Off MTG	Public Meeting	Council Visioning	Council Priority Setting	Public Presentation of Plan	Council Adoption
Original	June 2017	August 2017	Dec. 2017	Not Planning	Not Planned	Dec. 2017
Revised	Completed	Completed	Completed	August 2018	October 2018	January 2019
Billed		Feb-18	Feb-18			

Smithland, Iowa

Smithland has been a struggle to get rolling. We have completed the kick off meeting and we did a survey with the utility bills to get some input. The City has some concerns about getting people to come to the visioning session. While we have been working on the other cities we have put this on the backburner. My hope is that we can get some sort of public meeting scheduled in the next couple of months and then quickly move into the meeting with Council.

	Kick Off MTG	Public Meeting	Council Visioning	Council Priority Setting	Public Presentation of Plan	Council Adoption
Original	Oct. 2017	Jan. 2018	May 2018	Not Planned	Not Planned	May 2018
Revised	Completed					
Billed	Feb-18					

Oto, Iowa

We got snow and iced out on the first attempt at a public visioning session and had to reschedule. The rescheduled date, a Saturday, was good weather but a small turnout. We did have a good discussion with the individuals who turned out but would have like to have more individuals involved. We have also done survey work here so we are proceeding with the Council visioning component.

	Kick Off MTG	Public Meeting	Council Visioning	Council Priority Setting	Public Presentation of Plan	Council Adoption
Original	Oct. 2017	Dec. 2018	April 2018	Not Planned	Not Planned	April 2018
Revised	Completed	Completed	August 2018	October 2018	January 2019	March 2019
Billed	Feb-18	Billable				

Danbury, Iowa

The kick-off and public visioning meeting have both been completed. We are working with the City to find a date for the Council visioning session.

	Kick Off MTG	Public Meeting	Council Visioning	Council Priority Setting	Public Presentation of Plan	Council Adoption
Original	Oct. 2017	Jan. 2018	May 2018	Not Planned	Not Planned	May 2018
Revised	Completed	Completed	July / August 2018	October 2018	December 2018	February 2019
Billed	Feb-18	Feb-18				

Lawton, Iowa

We have completed the kick-off meeting and the public visioning meeting in Lawton. We received good information at both meetings and the Council there is ready to move forward so this one could move along quickly. We are looking at dates for the Council visioning session now. We anticipate that we'll have a meeting in August with the Council.

	Kick Off MTG	Public Meeting	Council Visioning	Council Priority Setting	Public Presentation of Plan	Council Adoption
Original	Jan. 2017	March 2017	July 2017	Not Planned	Not Planned	July 2017
Revised	Completed	Completed	August 2018	October 2018	December 2018	February 2019
Billed	Billable	Billable				

Cushing, Iowa

We have held the kick-off meeting with the City of Cushing and are working on getting a date set for the public meeting. The Council asked to wait until later in the summer to avoid the ball season and time leading up to and around the Woodbury County Fair as they didn't think they would have good attendance with those events occurring.

	Kick Off MTG	Public Meeting	Council Visioning	Council Priority Setting	Public Presentation of Plan	Council Adoption
Original	April 2018	June 2018	Oct. 2018	Not Planned	Not Planned	Oct. 2018
Revised Nov. 2017	Completed	August 2018	September 2018	November 2018	January 2019	March 2019
Billed	Billable					

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

Date: 7-12-18 Weekly Agenda Date: 7-17-18

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas

WORDING FOR AGENDA ITEM:

Presentation of Award Certificate to Dawn Lafave.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Presentation of Award Certificate for 4 hours of Paid Time Off to Dawn Lafave.

BACKGROUND:

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

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

CERTIFICATE OF AWARD
FOUR (4) HOURS OF PAID TIME OFF
AWARDED TO
DAWN LAFAYE

**FOR THE GENEROUS DONATION OF 2 GALLONS TO THE LIFESERVE BLOOD CENTER
(TIME OFF MUST BE REDEEMED WITHIN SIX MONTHS FROM THE DATE BELOW)**

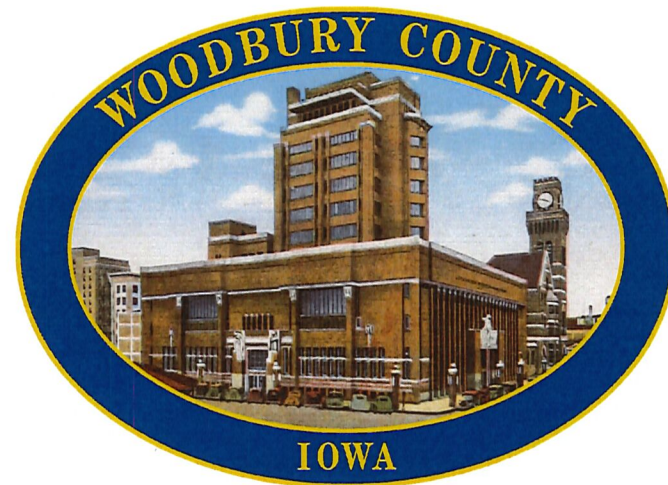
Rocky DeWitt, Board of Supervisors, Chairman

Marty Pottebaum, Board of Supervisors

Keith Radig, Board of Supervisors

Jeremy Taylor, Board of Supervisors

Matthew Ung, Board of Supervisors



July 17th, 2018

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

#10a

Date: 7/2/18 Weekly Agenda Date: 7/17/18

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Patrick F. Gill County Auditor

WORDING FOR AGENDA ITEM:

Public Hearing for Proposed Public Improvements; The Purchase of Voting Equipment

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

A public hearing needs to be held to consider the purchase of voting equipment.

BACKGROUND:

The County is moving forward to purchase voting equipment. The Code of Iowa requires a competitive bid process. A request for proposal has been issued with the RFPs due by 4:30 PM on July 17th.

FINANCIAL IMPACT:

\$500,000 has been authorized for the purchase of voting equipment.

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:

Hold a public hearing at 4:37 PM on July 17th.

ACTION REQUIRED / PROPOSED MOTION:

Open and close the public hearing.

Request for Proposal (RFP)
Voting Equipment, Software and Services
Woodbury County, Iowa
07/02/2018

TABLE OF CONTENTS

1. Introduction.....	1
2. Schedule	1
3. Proposal Submission.....	2
4. Overview of Woodbury County	3
5. Overview of Woodbury County Election Office	3
6. Vendor Requirements.....	4
7. Equipment Requirements.....	4
8. Software Requirements	5
9. Ballot Printing.....	5
10. Removal and Crediting of Old Equipment.....	6
11. Delivery of New Equipment.....	6
12. Training.....	6
13. Equipment Ownership/Custody Options	6
14. Software Ownership/Custody Options.....	7
15. Financing	7
16. Monetary Penalties.....	7
17. Service and Support.....	7
18. Product Demonstrations.....	7
19. Vendor Interviews.....	7
20. Short-Term Plans.....	7
21. Company Vision.....	8
22. Selection Criteria.....	8
23. Limitation of Woodbury County's Liability for this RFP	9
24. Agreement Term and Conditions	9
25. Additional Materials Included in this RFP	9
26. Other Desirable Features and Support Elements	9
27. Vendor's Liability Insurance.....	9
Cost Quotation.....	Attachment A
Notice to Bidders.....	Attachment B
Instructions to Bidders.....	Attachment C

1. Introduction

Woodbury County invites your company (Vendor) to submit a proposal for vote tabulation equipment along with associated software and services to support elections administered by the Office of the Woodbury County Auditor/Commissioner of Elections.

This Request for Proposal (RFP) should not be construed as an order, offer, request to contract, or commitment by Woodbury County for this equipment or these services. Vendor shall submit its proposal according to the instructions in this RFP. Equipment proposals are to be submitted in a sealed envelope marked as: VOTING EQUIPMENT PROPOSAL and with VENDOR'S Name.

2. Schedule

The following schedule has been outlined for this request for proposal. The schedule is subject to change at Woodbury County's discretion.

July 2, 2018	RFP is released to Vendors. (Electronically and by US Mail)
Jul 17, 2018	4:30 PM CT is the deadline to submit completed RFPs to Steve Hofmeyer.
July 17, 2018	4:30 PM-Board of Supervisors convene their business meeting.
July 17, 2018	4:37 PM-Public Hearing to consider purchase of new voting equipment.
July 17, 2018	4:38 PM-Opening of sealed bids for new voting equipment.
July 24, 2018	Selection of proposed voting equipment vendor.

Any questions about the meaning, the intent or the specifications must be inquired into by the Vendor in writing, no later than July 9th, 2018 to:

Steve Hofmeyer, Deputy Commissioner of Elections
(712)-279-6465
Woodbury County Courthouse
620 Douglas Street, Room 103
Sioux City, IA 51101

Electronic or faxed proposals are prohibited.

3. Proposals for Voting Equipment, Software and Services.

Proposals must be received no later than 4:30PM Central Time on July 17, 2018 and be enclosed in a sealed envelope addressed as follows:

Steve Hofmeyer, Deputy Commissioner of Elections
Woodbury County Courthouse
620 Douglas Street, Room 103
Sioux City, IA 51101

Central Point of Contact. All communication from the date of issuance of this RFP through the selection of a vendor is restricted to requests for clarification or additional information deemed necessary by any vendor to present a proper proposal, and must be made in writing to the central point of contact, Woodbury County Election Deputy Steve Hofmeyer. Mr. Hofmeyer will respond in writing and provide his response to all vendors.

Late proposals will not be opened or considered and will be returned to Vendor. Woodbury County is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the County, or any other means of delivery employed by Vendor. All terms of the proposal shall be held firm for a period of ninety days (10/15/2018). Submitted proposals become property of Woodbury County.

Woodbury County reserves the right to withdraw or amend this RFP at any time when, in the sole discretion of Woodbury County, such action is in the best interests of Woodbury County. Woodbury County further reserves the right to waive irregularities and informalities in a proposal received or in the proposal process, to accept other than the lowest cost proposal(s) and to reject any or all proposals.

The ONLY official position of the County is that which is stated in writing and issued by the Auditor's Office or the Election Division of the Auditor's Office. No other means of communication, whether written or oral, shall be construed as a formal or official response statement. It is the Vendor's responsibility to seek clarification of any ambiguities or other issues regarding this RFP that are not fully understood.

Proposers must submit seven (7) copies of its proposal. A completed Attachment A (Cost Quotation) must be delivered in a separate envelope attached to the proposal package. Proposals shall remain the property of Woodbury County and will not be returned. Woodbury County reserves the right to distribute, use, copy, or issue the proposals as necessary based on its criteria and/or need. By submitting its proposal to Woodbury County, Vendor agrees to accept Woodbury County's determination of confidentiality and acknowledges that material for which confidential treatment is not granted may be disclosed after the award has been announced. **Woodbury County will abide by current Iowa statutes regarding open records.**

Vendors will be required to sign a Non-Collusion agreement form.

4. Overview of Woodbury County

The following statistics are presented to give the Vendor a general understanding of the size and complexity of managing elections in Woodbury County.

Population Data (2010 Census)

County: 102,172

Voter Registration Data (Active & Inactive) June 23, 2018

County Total: 61,770

General Election Stats

Year	#Voters	#Reg.	Turnout %
2010 (Gov.)	31,437	57,291	55
2012 (Pres.)	44,941	58,273	77
2014 (Gov.)	30,588	55,523	55
2016 (Pres.)	44,167	63,059	70

Voter Distribution – General Elections

Election	Total Voters	Voters at Polls	Polls % of total	Absentee Voters	Absentee % of Total
2010 (Gov.)	31,437	20,021	64	11,416	36
2012 (Pres.)	44,941	23,422	52	21,519	48
2014 (Gov.)	30,588	15,958	52	14,630	48
2016 (Pres.)	44,167	24,196	55	19,971	45

Miscellaneous Data

Number of Precincts= 44
Number of PEOs used in 2016 General (Pres)= 252
Number of PEOs used in 2014 General (Gov.) = 223
Number of US Congressional Districts = 1 (US Rep District 4)
Number of State Senate Districts = 3 (3, 7, & 9)
Number of State House Districts= 5 (5, 6, 13, 14, & 17)
Number of State Judicial Districts = 1 (3rd District)
Number of County Supervisor Districts = 5
Number of School Districts = 7
Number of Community College Director Districts= 9 (WIT)
Number of Cities = 14
Number of Townships That Elect Officers = 23

5. Overview of Woodbury County Election Office

The staff of Woodbury County Election Division has extensive experience in creating election databases and ballot layouts. Woodbury County intends to continue using internal staff to operate all aspects of the proposed software with vendor support.

System and software currently owned and operated by Woodbury County Election Office:

Precinct Optical Scan Units: (54) M100
ADA Marking Device: (47) AutoMark
Absentee DS850 High Speed Counter
Software: (1) Unity version 3.4.0.1

6. Vendor Requirements

Vendor must be the proprietary owner or authorized dealer/reseller of all equipment and software presented in this proposal. Vendor must have and maintain staff qualified to provide technical support for all hardware and software presented in this proposal.

Any Vendor who is an authorized dealer, but not the proprietary owner of said equipment and software shall, to the best extent possible, explain their relationship to the proprietary owner as it relates to the Vendor's ability to do the following:

- Acquire and distribute updates to hardware and software.
- Acquire parts for equipment maintenance.
- Effect changes to system software based on customer needs.
- Acquire additional equipment on short notice to support unforeseen needs.

Vendor must provide a minimum of three references, consisting of current clients that purchase similar products or services from Vendor. Provide name, address and phone number of each contact person.

7. Equipment Requirements

All voting equipment must be certified for use in the state of Iowa. Vendors are encouraged to elaborate on the functionality and benefits of the equipment they are proposing.

At a minimum, the proposal shall include the following:

- Costs for precinct scanners and associated equipment (ballot boxes, memory devices, equipment cases), with any price breaks based on volume. Woodbury County currently has 54 precinct scanners.
- Costs for precinct ADA- compliant voting devices, with any price breaks based on volume. Woodbury County currently has 47 ADA-compliant voting devices.
- Central Scan system for tabulating absentee ballots.
 - The Vendor should consider the number of absentee ballots that Woodbury County receives during General Elections in determining the number of absentee scanners needed.
 - The ownership or custody of additional absentee scanners, along with proposed costs or service fees shall be part of the Vendor's recommendation.
- Recommendations for backup equipment necessary for possible equipment failures.
 - The number of backup equipment needed shall be part of the proposal as a recommendation from the Vendor.
 - The ownership or custody of any backup equipment, along with proposed costs or service fees shall be part of the Vendor's recommendation.

Woodbury County is seeking creative solutions to additional equipment needs generated every two years for General Elections. Vendors are encouraged to provide more than one solution to choose from.

In addition, the Vendor is encouraged to provide answers to the following questions

- What is the life expectancy of the proposed equipment?
- Based on the real-world use of the proposed equipment in other jurisdictions, what component has failed the most?
- Based on the real-world use of the proposed equipment in other jurisdictions, out of the 44 Woodbury County precincts, how many precincts could expect to experience an equipment failure on Election Day?
- How are write-in ballots stored and retrieved from the ballot box?
- Are the proposed precinct scanners optimally designed for 11" or 14" ballots?

- Out of the jurisdictions currently using the proposed equipment, what ballot length is most commonly used?
- What measures are used to avoid equipment tampering?
- If equipment carts are an option for transporting the proposed precincts scanners and touch screens; can they both handle the increased vibration caused by this means of transport?

Pricing for equipment requirements must be included on Attachment A.

8. Software Requirements

All election management software must be certified for use in the state of Iowa. Vendors are encouraged to elaborate on the functionality and benefits of the software they are proposing.

Due to the numerous districts and associated ballot styles that Woodbury County must manage, the Vendor should include in the proposal a description of all administrative reports and other tools or procedures available to ensure proper setup of an election database.

The Vendor should explain how the software will meet the needs of the media, political campaigns and the public by providing election results quickly and in multiple formats. If the software can export data for import and analysis in MS Excel, this ability should be highlighted.

Vendor shall either provide hardware specifications for a server or include server pricing.

At a minimum, the proposal shall include pricing for the following:

- Operating system required to support software.
- Recommended computer specifications.
- Sample of administrative reports/exports.
- Sample of elections results reports/exports.

In addition, the Vendor is required to provide answers to the following questions:

- What are the security requirements for multi-user access to the proposed election management software?
- Can the system be programmed to manage a two-sheet (four-side) ballot?
- Can the system be programmed to manage a four-column ballot?
- What measures have been taken to avoid system tampering (encryption, etc.) Is there another company's software incorporated into the product?
- Does the precinct scanner software track and report the number of ballots with write-ins cast?

Pricing for software requirements must be included on Attachment A.

9. Ballot Printing

The Vendor shall indicate in the proposal their ability to print ballots and identify the location of their ballot printing operation. In addition, it shall be specified if it is advisable or required that the Vendor be the sole printer of ballots.

Woodbury County has used the printing services of multiple vendors and would prefer to continue to have that option. If the Vendor requires an exclusive printer relationship with the county, the need for this requirement shall be explained in the proposal.

10. Removal and Crediting of Old Equipment

Removal of old equipment shall take place during the 3rd Quarter of calendar year 2018. Exact dates will be established during contract negotiations. The Vendor shall propose a Removal Plan which specifies the following:

- Equipment that will be purchased by the Vendor for credit towards Woodbury County's purchase of new equipment.
 - Vendor to specify a credit amount for this equipment
- Equipment that the Vendor is not willing/able to purchase for credit.
 - Vendor to specify a cost, if any, to remove this equipment

Below is available equipment Woodbury County has for trade-in credit if we changed out all equipment:

- M100 Optical Scan: 54 units
- Ballot Boxes: 54 boxes
- AutoMARKS: 47 units
- DS 850 HS counter 1 unit
- Memory Cards: 59 cards
- Server 1 HP Compaq

Considerations will be given to other equipment configurations.

The Vendor shall provide instructions and/or supervision for retrofitting equipment carts currently used to store/transport precinct M100 scanners and AutoMARKS for use with the Vendor's equipment.

11. Delivery of New Equipment

Delivery of new equipment shall take place during the 3rd quarter of calendar 2018 and ready for use in the 2018 General Election. Exact dates will be established during contract negotiations and shall be coordinated with the removal of old equipment.

12. Training

Training for Woodbury County Elections Staff shall take place no later than July/August of 2018. A Training Plan shall be included with this proposal.

13. Equipment Ownership/Custody Options

Due to rapidly changing technology and a political climate that can be unpredictable, it may no longer be in a county's best interest to purchase and own its own equipment. Therefore, Woodbury County is seeking proposals where equipment ownership is maintained by the Vendor and equipment is leased to the county. Options of a 3-year lease and a 5-year lease shall be included in the proposal.

Leasing options shall be accompanied by proposals of which party, county or Vendor, shall have custody of the equipment when it is not needed for a pending election.

In addition to the leasing options a full purchase option shall also be included in the proposal. Woodbury County is not liable for taxes or for amounts representing taxes from which Woodbury County is exempt as a local government entity. Woodbury County's Federal Tax ID# 42-6005221.

14. Software Ownership/Custody Options

The Vendor shall propose options for software licensing that will meet the following requirements:

- Allows the county year-round access to full version of election management software.
- Allows for ownership by the county of computer equipment necessary to run the software.

15. Financing

If proposing leasing options, please specify if financing will be handled in-house or through a third party.

16. Monetary Penalties

Vendors are hereby notified that Woodbury County, after selecting a Vendor, will seek to include monetary penalties into the contract during the negotiations. These penalties will be designed to keep deliverables on-time for use in the 2018 General Election, including any software changes or upgrades agreed upon during negotiations.

17. Service and Support

At a minimum, the proposal shall include the following:

- Physical location of service stations/repair depots.
- Physical location of warehouses/storage facilities where backup equipment is stored.
- Organizational chart of the service and technical support division.
- Experience levels and qualifications of key technical support staff.
- Service plan for annual preventative maintenance and software and firmware updates.

The cost of a service plan shall be included in the proposal, but separate from the cost of equipment and software. The cost of annual software licensing may be included as part of the service plan.

In addition, the Vendor should indicate which parts/components, if any, can be serviced in-house by Woodbury County (cleaned and/or replaced).

18. Product Demonstrations

Vendors may or may not be required to present a demonstration of the Vendor's equipment and software, depending on any demonstrations recently presented.

19. Vendor Interviews

Woodbury County may request an additional interview with a vendor if questions remain after proposal reviews and product demonstrations. Vendors are also welcomed to request an interview to provide additional information or to clarify an answer.

20. Short-Term Plans

The Vendor is encouraged to share company, product or services changes expected in the short term that may impact Woodbury County's decision in selecting a proposal, such as an upgrade that has not yet been certified in Iowa.

21. Company Vision

Because technology changes rapidly, Woodbury County would like to give the Vendor an opportunity to share its vision for the future of elections. The Vendor is welcome to highlight industry innovations that they are leading or participating in.

22. Selection Criteria

Iowa Code Section 47.5 requires that when competitive bidding procedures are used, the purchase of goods or services shall be made from the lowest responsible bidder which meets the specifications or description of the services needed. Proposals will be evaluated based on the most competitive offer considering quality of products and services offered, cost, responsiveness to the RFP requirements and the Vendors' ability to understand and meet the needs of Woodbury County. The major criteria that will be used to evaluate proposals will include, but are not limited to, the following:

- Overall suitability of the equipment, software and services to the needs of Woodbury County.
- Ease of software to create election databases and design ballots.
- Current ability of software. Emphasis will be placed on the software's ability to generate reports sufficient to confirm correct database setup.
- Also important is the software's ability to report election results in multiple formats, including providing results while they are being entered.
- Future ability to customize software.
- Creativity shown for payment and financing options (lease with Vendor retaining ownership, lease-to-own, purchase with payment plan, etc.).
- Overall cost of proposal.
- Product service plan and cost.
- The central count mechanism provided for tabulation of absentee ballots.
- Adaptability of accessible voting device to satellite voting and vote center environments.
- Capability to capture write-in images.
- Creativity shown for the continued use of carts that Woodbury County owns and uses to transport current voting equipment.
- Vendor's commitment and experience in successfully supporting election operations for other jurisdictions.
- Value-added proposals.
- Process for providing election night returns as results are entered.
- Exportability of election results.

These factors will be weighed in any manner deemed appropriate to select a proposal that is in the best interest of Woodbury County.

Woodbury County may interview some or all the Vendors to determine each Vendor's

commitment to the proposed relationship and the quality of services offered. However, Woodbury County reserves the right to enter into a contract without further evaluation. Therefore, it is important that proposals be as complete as possible.

Woodbury County reserves the right to accept a proposal other than the lowest priced proposal or to reject, in whole or in part, any or all proposals for any reason.

23. Limitation of Woodbury County's Liability for this RFP

Issuance of this RFP and any actions taken hereunder shall not create a duty on the part of Woodbury County to pay any costs incurred by Vendor relating to, or resulting from, this RFP. This includes, but is not limited to, the preparation or submission of proposals, or responses to inquiries from Woodbury County related to this RFP or Vendor's proposal; or anticipation of a contract or otherwise with respect to this RFP or Vendor's proposal.

24. Agreement Terms and Conditions

The RFP will be incorporated by reference and made a part of the final contract. If an acceptable agreement is not reached within thirty (30) days of vendor selection, Woodbury County reserves the right to disqualify the Vendor and reevaluate the remaining proposals.

25. Additional Materials Included in this RFP

Vendors are encouraged to review the enclosed Administrative Reports generated from Unity for the 2016 General Election in Woodbury County. The reports are those most used by Woodbury County to verify proper setup of an election database. Vendors should be prepared to demonstrate the tools available in their system to validate proper database setup.

Woodbury County does not wish to hold up Unity as the "gold-standard" and is open to and appreciative of different software designs, interfaces and reports. However, since Unity is the software we currently use, references to it are inevitable and it is wise to use it as a basis for comparison.

26. Other Desirable Features and Support Elements

- Capability to service/clean in-house ballot scanner read heads.
- An accessible voting device that is easily adaptable to the Satellite Voting environment.
- Elimination of the need to purchase laser toner for ADA voting devices.
- Vendor support to successfully modify our existing voting equipment kart.
- Helpdesk support for software and hardware.
- Capability to capture write-in vote images.
- Software modeled after Unity software.

27. Vendor's Liability Insurance

The following is required by county policy.

A. During the contract/agreement, the contracted party will carry and maintain, at the contracted party's expense, the following insurance:

1. Commercial General Liability Insurance Policy, including but not limited to, insurance for premises construction operations (when applicable), contractual liability, completed operations with respect to liability arising out of the ownership, use, occupancy or maintenance of the premises and all areas appurtenant thereto, to afford protection with

respect to bodily injury, personal injury, death or property damage of not less than Five Million Dollars (\$5,000,000) per occurrence combined single limit/Five Million Dollars (\$5,000,000) general aggregate.

2. Comprehensive Automobile Liability Insurance Policy with limits for each occurrence of not less than One Million Dollars (\$1,000,000) Combined Single Limit with respect to bodily injury, property damage or death. Automobile Liability Insurance (to include owned, non-owned, and hired vehicles): \$1,000,000 per occurrence

3. Workers Compensation Insurance Policy or similar insurance in form and amounts required by law.

B. Should the bid require design elements (i.e. architectural, engineering, or professional system designs), the outside party may be required to carry professional errors and omissions coverage with a limit for each claim of not less than Five Million Dollars (\$5,000,000). If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by contract. The contracted party may be required to carry network security (cyber) coverage with a limit for each claim of not less than Five Million Dollars (\$5,000,000).

C. Coverage must be maintained by a financially stable carrier with a minimum AM Best rating of A-. It will be the outside party's responsibility to provide proof of its carrier's rating.

D. The contracted party shall agree to the following:

1. Woodbury County will be named as an additional insured with respect to all casualty insurance policies.

2. Certificate of insurance will be submitted to the County Risk Management Specialist prior to commencement of the contract/agreement and shall include a thirty- day notice of cancellation provision.

3. If the contracted party fails to perform any of its obligations under the County's Insurance and Policy Requirements, Woodbury County reserves the right to either purchase the required insurance coverage and assess the cost directly to the outside party, or to declare the contracted party's bid invalid.

4. Hold Harmless Agreement- The contracted party shall indemnify and hold harmless Woodbury County, its agents and employees, from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense:

a. is attributable to bodily injury, sickness, disease or death, or to the damage to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and

b. is caused in whole or in part by any negligent act or omission of the contracted party or its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified hereunder.

c. Each contract/agreement shall contain the following language (when applicable): Contractor/Permittee/Licensee agrees that for all work done in the county road rights of way, easements and county property, it shall be

solely responsible for work zone safety and shall hold the County harmless and agree to indemnify the County for all claims that arise from its work in the right of way, and further, it agrees that it will adhere to the Manual on Uniform Traffic Control Devices during the project.

ATTACHMENT B

PUBLIC HEARING

NOTICE OF PROPOSED PUBLIC IMPROVEMENTS

Notice is hereby given in accordance with the Code of Iowa, by the Board of Supervisors of Woodbury County, State of Iowa that said Board proposes to consider bids for a voting machine system for use by said county located at the Woodbury County Courthouse at 620 Douglas St., Sioux City, IA.

Proposed plans, specifications and bid documents are available for inspection on the county website www.woodburycountyiowa.gov (click on the link Bidding Opportunities) or on file at the Woodbury County Courthouse, Elections Room 103, 620 Douglas St., Sioux City, IA 51101, or upon request by email at shofmeyer@woodburycountyiowa.gov.

A public hearing/bid opening will be held at which time all interested persons may appear and file objections or comments to the proposed plans, specifications, and proposed cost of the project. The hearing and bid opening are set for Tuesday, July 17, 2018, at 4:37pm and 4:38 pm respectively, in the Board of Supervisors Meeting Room, basement, in the Woodbury County Courthouse, 620 Douglas St., Sioux City, IA.

Published upon order of the Woodbury County Board of Supervisors, Rocky De Witt, Chair, Sioux City, IA, and dated this 2nd day of July 2018.

WOODBURY COUNTY STATE OF IOWA
Patrick Gill, County Auditor

NOTICE TO BIDDERS

The Woodbury County Board of Supervisors gives notice that sealed bids will be received for furnishing Woodbury County with a voting machine system at the courthouse building, 620 Douglas St., Sioux City, IA 51101. The bidder must be familiar with the specifications and requirements of the bid proposal and the bidder offers to furnish those services to the County as required in its bid proposal.

Proposed plans, specifications and bid documents are available for inspection on the county website www.woodburycountyiowa.gov (click on the link Bidding Opportunities) or on file at the Woodbury County Courthouse, Elections Room 103, 620 Douglas St., Sioux City, IA 51101, or upon request by email at shofmeyer@woodburycountyiowa.gov. This published notice is an abbreviation of the bid specifications.

Sealed bid proposals must be received no later than 4:30pm CT on July 17, 2018 at the Woodbury County Courthouse, Election Office, 620 Douglas St., Sioux City, IA 51101. Each bid is to be submitted in a sealed envelope clearly marked "**Bid for Equipment**". All bids must be hand-delivered or mailed to the above address and it is the sole responsibility of the bidder to ensure that the bid is received by Woodbury County at the specified date and time.

NO FAXED OR EMAILED BIDS WILL BE ACCEPTED UNDER ANY CIRCUMSTANCES.

Any bid submitted after the specified date and/or time shall be rejected.

Upon signing the contract, a Performance Bond in the amount equal to 100% of the total amount of the accepted proposal price shall be required and submitted before work commences. The Performance Bond is to remain in force until the project is completed to the satisfaction of Woodbury County.

The public hearing and bid opening are set for Tuesday, July 17, 2018, at 4:37pm and 4:38 pm respectively, during the regular meeting of the Board of Supervisors, Woodbury County Courthouse, 620 Douglas St., Sioux City, IA. No bidder may withdraw his bid for at least ninety (90) calendar days after the scheduled opening of the bids.

The award of contract shall follow later following an examination of the bids for accuracy and possible product demonstrations. Upon signing of the contract, a Certificate of Insurance naming Woodbury County as an additional insured shall be required and submitted before work commences and remain in effect until the project is complete and accepted.

Published upon order of the Woodbury County Board of Supervisors, Rocky De Witt, Chair, Sioux City, IA, and dated this 2nd day of July 2018.

WOODBURY COUNTY STATE OF IOWA
Patrick Gill, County Auditor

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

#10b

Date: 7/2/18 Weekly Agenda Date: 7/17/18

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Patrick Gill, County Auditor

WORDING FOR AGENDA ITEM:

Receive Proposals to Furnish Voting Equipment to Woodbury County

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:

Woodbury County issued a request for proposal for voting equipment. These RFPs will be opened at the Board meeting following a public hearing.

BACKGROUND:

The County is moving forward to purchase voting equipment. The Code of Iowa requires a competitive bid process. A request for proposal has been issued with the RFPs due by 4:30 PM on July 17th.

FINANCIAL IMPACT:

\$500,000 has been authorized for the purchase of voting equipment.

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

Yes No

RECOMMENDATION:

Receive the requests for proposal to supply the county with voting equipment and submit them to the County Auditor's Office for review and recommendation.

ACTION REQUIRED / PROPOSED MOTION:

Move to receive the Voting Equipment Requests for Proposal and to submit them to the County Auditor's Office for review and recommendation.

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

Date: July 13, 2018

Weekly Agenda Date: July 17, 2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor with Megan Simpson, Matt Ohman

WORDING FOR AGENDA ITEM: Discussion regarding an update on work towards a Detox Center and Addressing Homelessness in Sioux City and Woodbury County

ACTION REQUIRED:

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

EXECUTIVE SUMMARY: We have heard in media and firsthand the goal of addressing the sadly synergistic way that intoxication, homelessness, and mental health end up having systems such as the hospital and law enforcement (to include the county jail) see a revolving door that ends up costing taxpayers and impacts lives.

The mere creation of any program or the building of a facility cannot in itself solve problems but it is clearly evident that the right plan and model utilizing smart, effective, data-based strategies are available. This couples compassion with what actually works. We heard at a recent meeting of stakeholders (see below) that elements include disconnected loneliness and fragmentation, a disproportionate percentage affecting our Native American population, personal or historical trauma, the disease of alcohol, a lost sense of identity, mental health concerns, and financial troubles. Solutions which were effective often had a faith-based element, regaining of a sense of identity, or addressing the underlying problems such as mental health. Mercy’s Jerry Hernandez poignantly made the point that taxpayer money is often spent poorly when the problem simply recurs . We also recognize that an element of cooperation and personal responsibility is a part of any effective overall strategy.

BACKGROUND: Woodbury County representatives were present at (Sheriff Dave Drew and his personnel, Supervisor Matthew Ung, myself) at the June 1 meeting which included an impressive array of local, state, and federal leaders including Congressman Steve King, IHS leaders, the Sheriff, Police Chief, hospital and mental health professionals, non-profit leaders, tribal leaders, business leaders, and advocacy groups. We had been reminded the importance of attendance at an IHS meeting Chairman Rocky DeWitt and I attended to give an update on our transitional efforts to Rolling Hills. With a nod to Frank LaMere, the Siouxland Street Project Coalition, and SHIP’s Matt Ohman, I am not sure we have seen so many powerful stakeholders together.

Over the last few years, we have seen renewed cooperation in a way that makes the time ripe to continue to build upon the work of the many stakeholders to include areas of economic development

(Reinvestment District/Expo Center), transportation (IJR), roads and technology (cooperative agreements).

Sheriff Dave Drew has an excellent relationship with Sioux City Police Chief Rex Mueller, both of whom spoke at the stakeholders' meeting, and are proactive in their thinking. Woodbury County has engaged in alternative and diversionary programs that can be proven to work, which is why we advocated for 24/7 in the State Legislature while at the same time seeing that a once-noble effort of Project Phoenix (old Prairie Hills) was not being utilized given the current reality that it was only geared toward non-violent offenders and numbers had dwindled to such a degree it was no longer justifiable. We have also looked at ways to begin addressing Jail Alternative mental health needs.

Megan Simpson and Matt Ohman wanted to see about the possibility of presenting and we would welcome them today.

FINANCIAL IMPACT: Unknown

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: See below.

ACTION REQUIRED / PROPOSED MOTION: Please hear an update from those who have been working on this issue.

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

#12

Date: 7/12/2018 Weekly Agenda Date: 7/17/2018

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

WORDING FOR AGENDA ITEM:

Receive and consider bids for Pavement Markings - 2018

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Annually the Secondary Road Department receives bids for application of new pavement markings.

BACKGROUND:

The Secondary Road Department takes bids for reapplication of paint to centerlines and edgelines, stop bars, and other pavement markings.

FINANCIAL IMPACT:

This project is paid for within the annual secondary road budget.

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

Yes No

RECOMMENDATION:

- 1) Return the quotes for the county engineer to examine and make a recommendation to the board at a later board meeting.
- 2) If a clear low quote is determined, the county engineer may recommend award at this meeting.

ACTION REQUIRED / PROPOSED MOTION:

- 1) Motion to receive the bids and return them to the county engineer for review and recommendation.
- 2) Motion to award the bids to the low bidder.

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

#13

Date: 7/02/2018 Weekly Agenda Date: 7/17/2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Receive quotes for one pickup truck for the Building Services Department

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:

Building Services has requested sealed quotations for a department vehicle replacement. Bids for one, new 1/2 ton pickup truck were received by the County Auditors Office by July 16, 2018 4:00pm.

BACKGROUND:

Typically vehicle replacements or upgrades should be completed in a standard time frame allowing reliable transportation while maximizing trade values. A new pickup would replace an aged 1999 pickup in the Building Services Department that has recently become a safety concern related to numerous problems.

FINANCIAL IMPACT:

Allocated in 2019 equipment fund- Financial impact will be based on bids received.

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

Yes No

RECOMMENDATION:

Recommend that the board receive the vendors sealed quotes and allow the county building services director to examine the responsive quotes and recommend award at a later board meeting.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board accept the pickup truck quotes which were received (on or before July 16th, 2018 4:00pm) and return them to the County Building Services Director for an award recommendation at a later board meeting.



Woodbury County Building Services
401 8th Street
Sioux City, IA. 51101
Kenny Schmitz, Building Services Director
kschmitz@woodburycountyiowa.gov
Office: 712-279-6539 Cell: 712-253-3745

June 27th, 2018

Interested Parties:

Woodbury County desires quotes for one (1) new current production full size ½- ton, 4-wheel drive, standard cab, long bed pickup (no demonstrators). Units bid are required to meet OSHA requirements with the minimum specifications attached.

Woodbury County reserves the right to reject any or all quotes, and award, if made, will be based on the Supervisors determination of what is in the best interest of Woodbury County.

Formal quotes will be received by Woodbury County until 4:00 PM on July 16th, 2018.
Please utilize the quote form attached.

Please return **sealed** quotes to Woodbury County Public Bidder's Office in the Woodbury County Courthouse, 620 Douglas, Sioux City, Iowa.

Sincerely,

Kenny L. Schmitz
Woodbury County Building Services Director

cc: File

WOODBURY COUNTY BUILDING SERVICES

2018 or 2019 FULL SIZE 4WD 1/2 TON REGULAR CAB LONG BOX PICKUP

Woodbury County Unit to be traded:

Unit WCBS1999:

1999 Dodge Ram 2500 Laramie SLT 4WD - V.I.N.: 3b7KF2627XM542471

1999 Western 8' Snow plow

Trade-in may be inspected at the Woodbury County Building Services Office 401 8th St., Sioux City by contacting Kenny Schmitz at 712-253-3745. The County may opt to retain the trade-in if deemed appropriate by the Board of Supervisors.

Dealer: _____

No Trade-In Option:

Purchase Price w/o Trade: _____

Trade-In Option:

Purchase Price: _____

Less Trade, Unit WCBS1999: _____

Net Purchase Price: _____

Specification Variances:

Dealership: _____

Signature: _____

Date: _____

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

#14

Date: 7/11/18

Weekly Agenda Date: 7/17/18

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

WORDING FOR AGENDA ITEM:

Discussion and approval of matching contribution to the Woodbury County Freedom Rock Committee for the completion of the "Freedom Rock"

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

"Freedom Rock" #61 is nearing completion located in Anthon, Iowa. The Freedom Rock Committee is requesting \$2,950 to finish this historic county project. Funds have been raised to complete the paintings, roof to protect the "Freedom Rock" from the elements, lights for security, kiosk for a detailed narrative about each side of the rock and a flagpole. The funds requested from Woodbury County would assist in the completion of landscaping with a small retaining wall and concrete pads for the two memorial benches that have been donated by veteran's families.

BACKGROUND:

Empty box for background information.

FINANCIAL IMPACT:

Use \$2,500 of gaming revenues to assist in the completion of the "Freedom Rock" #61 Project.

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:

It is recommended that \$2,500 be allocated from gaming revenues. The project's total cost is \$5,000. There has been \$2,050 donated, thus the committee would have to raise \$450 more. The \$2,500 from the county would then represent a match to the funds raised by the Woodbury County Rock Committee.

ACTION REQUIRED / PROPOSED MOTION:

Motion _____ Second by _____ to approve the request for the "Freedom Rock" #61 completion in the amount of \$2,500 from gaming revenues.

WOODBURY COUNTY FREEDOM ROCK@ General Bud Day

June 27, 2018

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

RE: WOODBURY COUNTY FREEDOM ROCK PROJECT

Dear Supervisors:

Ray Sorensen has completed his work of art on "Freedom Rock" #61 for Woodbury County. This truly is a Woodbury County Monument that highlights this Counties place in history. We would like to thank the Board of Supervisors for passing the Woodbury County Freedom Rock Proclamation, Resolution #12,683 designating August 19th of each year as "Woodbury County Freedom Rock Day".

To date the Woodbury County Freedom Rock Committee has been able to raise enough funds to complete the painting, a roof to protect the "Freedom Rock" from the elements, lights for security, Kiosk for a detailed narrative about each side of the rock and a flagpole.

As you can see from the enclosed flyer the "Freedom Rock" is starting to encourage Tourism for Woodbury County, as well as Plymouth, Cherokee and Ida Counties. As the traffic is increasing we feel the need to get this project completed as soon as possible but do not have the necessary funds.

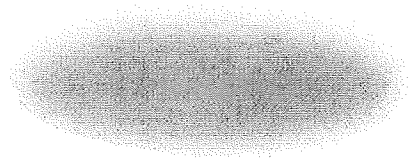
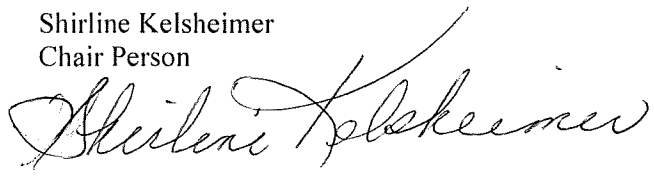
Items to be completed include landscaping with a small retaining wall and concrete pads for the 2 Memorial Benches that have been donated by Veteran's families.

The estimate to complete this work is \$5000 and the Committee has \$2050. We hereby respectfully request \$2950 from the Woodbury County Board of Supervisors to finish this historic county project.

Thank you for your consideration and we look forward to your response!

For the Woodbury County Freedom Rock Committee,

Shirline Kelsheimer
Chair Person





FREEDOM ROCK TOUR 2018

SATURDAY- JUNE 23, 2018



FREE AND FAMILY FRIENDLY!

Drive your own vehicle or ride the bus!

- Please RSVP- 605-670-0192
- Bus seats are limited, reserve yours today!
- Free-Will Donations Accepted



BT&L is a 501(c)(3) Non-Profit
Veteran Service Organization

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

#15

Date: 07.12.2018 Weekly Agenda Date: 07.17.2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Sheriff Dave Drew

WORDING FOR AGENDA ITEM:

Tie the existing Millennium access control system at Trospers-Hoyt to the LEC/Courthouse Millennium control system.

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:

Tie the existing Millennium access control system at Trospers-Hoyt to the LEC/Courthouse Millennium control system.

BACKGROUND:

The current control system at Trospers-Hoyt was installed in 1995 and placed in the State DHS office where it remains today. The system was funded by the County. The State no longer wants control of the system and wants it moved from their office. The Sheriff's Office controls the system and security for the LEC and Courthouse and should therefore acquire control of the Trospers-Hoyt system.

FINANCIAL IMPACT:

\$3,967.96 (See attached estimate)

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:

Discussion and action on approval and funding for moving the Millennium access control system from the State DHS office in the Trospers-Hoyt building to a second floor Trospers-Hoyt IT closet, including installation of a new network module, wiring, and programming to connect the system to the County network.

ACTION REQUIRED / PROPOSED MOTION:

Discussion and action on approval and funding for moving the Millennium access control system from the State DHS office in the Trospers-Hoyt building to a second floor Trospers-Hoyt IT closet, including installation of a new network module, wiring, and programming to connect the system to the County network.



Date:	Wednesday, June 20, 2018
Attn:	Todd Wieck
Phone:	
E-Mail:	twieck@woodburycountyiowa.gov
Fax:	

Ship To:	Trosper Hoyt	Bill To:	Woodbury County LEC Bldg
Street:	822 Douglas St	Street:	407 7th Street
Street 2:		Street 2:	Kenny Schmitz
City:	Sioux City	City:	Sioux City
State:	IA	State:	IA
	Zip: 51101		Zip: 51101

Qty	Material Description
500	18-6 Str Oas Sec (Card Reader) (ECHO)
500	Cat5E Plenum Blue Cable (ECHO)
1	Kaba Site Ethernet Interface 120

Total Sales Price	\$3,967.96
Sales Tax	\$0.00
Total	\$3,967.96

Description of Installation Services
Tie existing Millennium access control system to LEC - Includes moving Site Control Unit from DHS location to 2nd floor IT closet, install new network module to connect to County network, wiring, installation and programming.
Customer to provide network connectivity to LEC and supply IP address for TI to use on new network module

I have reviewed the above estimate and am authorizing purchase of said services and / or products. Labor costs are estimates assuming normal installation. Should issues arise requiring significant additional labor, it will be billed at Thompson Innovation's normal hourly rate.

Client Approval Signature	Date
Karen Kuehl - Thompson Innovation	Date 6.20.18

Any use tax due on materials purchased by Thompson Innovation is included in the price above. **Applicable sales tax will be added to invoices as issued.** This quotation constitutes an offer to sell which expressly limits acceptance to the terms of this offer accompanying this quotation. This offer shall be valid for a period of thirty (30) days from the date of this offer. All invoices are Net 30 Days from date of invoice with an active credit account. Past due invoices will be assessed 1.5% interest per month on the unpaid balance. Thompson Innovation reserves the right to withhold services when an account is past due. Changes to the scope of work require agreement by the customer and Thompson Innovation. A minimum of 25% restocking fee will charged on returnable material. Material must be returned within 15 days of installation.

WARRANTY
Thompson Innovation facilitates a manufacturer's warranty of hardware or software for one year from installation unless otherwise specified. After 90 days, labor to replace defective hardware or software during the manufacturer's warranty will be billed out at normal rates. Equipment not installed by Thompson Innovation is not covered under this warranty. Acts of God, fire, violence, abuse, negligence, and intrusion of equipment or software are not covered by Thompson Innovation's warranty.

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

Date: 7/9/2018

Weekly Agenda Date: 7/17/2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dennis Butler / Jeremy Taylor

WORDING FOR AGENDA ITEM:

Approval of the allocation of room & board of prisoners held at the LEC

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The action being requested is in regards to the allocation of room & board revenue paid by the inmates of the LEC. It is being proposed to allocate 45% of all room and board revenue collected by the Sheriff to a stand-alone fund called Sheriff's Room & Board. This will be a subsidiary fund of the General Basic Fund to be used at the discretion of the Sheriff & approved by the Board of Supervisors. All unexpected revenues will carry over to the following fiscal year's. This split will start July 1, 2018.

BACKGROUND:

In regards to funds collected before July 1, 2018, the split will be as follows:

Room & Board Collections prior to June 30, 2018:	\$309,569.95
Transfer to new fund called, "Sheriff's Room & Board":	<u>\$109,569.95</u>
Remaining funds in General Basic:	\$200,000.00

FINANCIAL IMPACT:

Amount of room & board is expected to be \$175,000 for FY19. The breakdown following the approval will result in the following:

Total collections estimated for FY19	
allocation by fund of room & board:	\$175,000
General Basic:	\$ 96,250
45% to Sheriff's Room & Board Fund:	\$ 78,750

This will leave the General Basic Fund \$103,750 short revenue. The FY20 projected revenues will be adjusted to better reflect anticipated revenue.

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:

It is recommended to establish the new fund and allow 45% of room & board to be deposited in said fund.

ACTION REQUIRED / PROPOSED MOTION:

Motion by _____, second by _____, to establish a subsidiary fund titled, "Sheriff's Room & Board Fund", under the General Basic Fund. 45% of room & board collected by the Sheriff will go to this fund with the other 55% deposited in the General Basic Fund.

Prisoner Revenue - Correctional Facility

Line Item & Description	FY 16			FY 17			FY 18		
	<u>Budget</u>	<u>Revenue Received</u>	<u>Over or (Under)</u>	<u>Budget</u>	<u>Revenue Received</u>	<u>Over or (Under)</u>	<u>Budget</u>	<u>Revenue Received</u>	<u>Over or (Under)</u>
001-1051-327-2701 = Federal Prisoners	400,000	358,660	41,340	400,000	259,261	140,739	400,000	208,989	191,011
001-1051-327-2702 = City Care	0	2,185	2,185	0	0	0	2,000	0	2,000
001-1051-327-2714 = Billing of Prisoners	200,000	187,580	12,420	133,000	135,700	2,700	150,000	70,350	79,650
001-1051-344-4414 = Room & Board	200,000	176,891	23,109	200,000	183,208	16,792	200,000	309,580	109,580
Totals	800,000	725,316	74,684	733,000	578,169	154,831	752,000	588,919	163,081

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

Date: 7/11/18

Weekly Agenda Date: 7/17/18

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Jeremy Taylor & Dennis Butler

WORDING FOR AGENDA ITEM:

Discussion and approval of purchase of whole body digital security imaging equipment for the purpose of identifying illegal contraband and to be an "Iowa Luminary Site".

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Due to circumstances in the Woodbury County Jail, there is a need for a whole body digital security imaging equipment with a one (1) year parts and labor warranty with options up to five (5) years parts and labor warranty coverage. The funding would come from Sheriff's room and board revenues and gaming revenues.

BACKGROUND:

Historically, contraband being smuggled into jail facilities has been a concern. In our jail just recently we have had issues with narcotics making it into our long term sections. Without a body scanner, there is no way for our staff to discover this contraband if it is in a prisoners body cavity. The SecurPASS Whole Body Security Scanning System will help us combat this problem. Another big selling point for this system is we will no longer have to worry about weapons being smuggled into the jail because this system will catch these also. With the advances in technology, this system is also safe to use on every inmate numerous times and poses no threat to our operating it.

FINANCIAL IMPACT:

The purchasing for the new equipment would be broke down as follows:

Room and board revenues from FY 2018	\$109,580
FY 2019 CIP	<u>75,420</u>
	\$185,000*

* This includes option 4 which provides five-year warranty and parts plus two days of refresher operator training in year 2,3,4 and 5 of warranty. That is \$30,000 that is included in the \$185,000 total cost.

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

Yes No

RECOMMENDATION:

Accept the total cost of \$185,000 for the body scanner package to be funded from Sheriff's room and board plus FY 2019 CIP.

ACTION REQUIRED / PROPOSED MOTION:

Motion _____ Second by _____ to purchase the SecurPASS Whole Body Security Scanning System with five-year parts and labor warranty coverage and refresher operator training funded by Sheriff's room and board (\$109,580) and FY 2019 CIP (\$75,420).

This Letter of Understanding (LOU) is executed by and between Virtual Imaging, Inc. (SELLER), and the Woodbury County Jail (BUYER) as of May 22, 2018. This LOU sets forth the terms and conditions under which the SELLER will sell the BUYER Whole Body Digital Security Imaging Equipment for the purpose of identifying illegal contraband and to be an "Iowa Luminary Site". The SELLER and the BUYER agree as follows:

1. PRODUCT SOLD: SecurPASS Whole Body Security Scanning System with a One (1) Year Parts & Labor Warranty, with options up to five (5) years Parts & Labor Warranty coverage.
2. SELLING PRICE: \$155,000,000
3. TARGET CLOSE DATE: June 30, 2018.
4. RESPONSIBILITIES of SELLER:
 - Delivery of equipment described in formal proposal #RDP24576.
 - Work closely and communicate with the BUYER to maximize and optimize the performance of the SecurPASS System.
 - Provide On-Site Operator's Training for the Woodbury County Jail as needed.
 - To establish the BUYER as an "Iowa Luminary Site".
 - To provide software upgrades at no charge providing the hardware supports the software upgrade package for as long as the Woodbury County Jail owns the SecurPASS System.
5. RESPONSIBILITIES OF THE BUYER
 - Save and make available unique and/or high quality images (rendered anonymous) to the SELLER for operator training purposes.
 - Work and communicate closely with the SELLER to maximize and optimize the performance, utilization, speed, ergonomics and efficiency parameters of the SecurPASS.
 - To provide a point of contact to channel phone calls regarding the utilization of the SecurPASS.
 - To accommodate SecurPASS System Site Visits.
 - To regard the final selling price and associated terms and conditions of the SecurPASS as confidential and proprietary information as possible.

Lt. Todd Harlow
Woodbury County Sheriff's Office
Sioux City, IA

Tsuneo Imai
President-Officer
Virtual Imaging
Canon USA Company



Canon

SALES QUOTATION # RDPQ24576

DATE	Monday, May 21, 2018	ACCOUNT EXECUTIVE	Dennis Wolfe
VALID THROUGH	Tuesday, July 31, 2018	AE PHONE	561-573-3393
FOB	Destination	AE E-MAIL	dennisw@vifla.com

CUSTOMER DETAILS

SITE INFORMATION		BILLING INFORMATION	
Woodbury County Sheriff's Office		Woodbury County Sheriff's Office	
Lt. Todd Harlow		Lt. Todd Harlow	
407 Seventh Street		407 Seventh Street	
Sioux City	IA 51101	Sioux City	IA 51101
Phone:		Phone:	
E-Mail:		E-Mail:	

Thank you for your interest in Virtual Imaging, Inc. and our products and services. We hope that within this Sales Quotation you will find all of the information requested for the products set forth herein ("Products"), and should you need any additional information or follow-up, please do not hesitate to contact the account executive listed in this quote. This Sales Quotation is subject to the terms and conditions set forth herein and in the attached and incorporated Exhibit A - Terms and Conditions of Sales Quotation ("Exhibit A") and Exhibit B - Limited Warranty Statement ("Exhibit B"), as well as in any additional terms and conditions (a copy of which is attached, if applicable) ("Additional Terms and Conditions"). This Sales Quotation and Exhibits A and B are collectively referred to as the "Agreement." Thank you for the opportunity. The team at Virtual Imaging looks forward to working with you!

EQUIPMENT DETAILS

RadPro SECURPASS Whole Body Security Scanning System

Qty	Part Number	Description	Unit Net	Ext. Net
1		RadPro SECURPASS Whole Body Security Scanning System	\$155,000.00	\$155,000.00
	VIR SECURPASS	RadPro SECURPASS Whole Body Security Scanning System		
		Non-Obstructive Open Gantry Design 160 kV Monoblock Integrated Oil Cooled X-Ray Generator Power Requirement 110 V, 60 Hz Internal Step-Up Transformer Battery Back-Up Uninterrupted Power Supply (UPS) Power Consumption - <1.5 kVA Imaging Field of View - 82" x 29" Imaging time - <8 sec Screening Inspection Dose - 0.25uSv/8 sec scan 6 Independent KVP and MA Technique Modes 16,000 gray scale levels for image review 1T Mirror Drive-RAID 1T Internal Backup Drive Local storage of approx. 940,000 images 4 GB RAM Memory Intel i5 3.2 GHZ Processing Chip Approx. Dimensions - 97" (L) x 88" (H) x 73" (W) 24" Color Monitor		
	6114470R	Power Conditioner		
		1.5kW Line Conditioner		
	VIR BRP 69857	36" x 72" Mobile Lead Shield		
		Lead Barriers provide the Operator protection and a wide field of vision for observing the scanning procedure through an 18" x 24" lead glass window. Room size and system configuration, will determine if and which lead barrier size is needed.		

Qty	Part Number	Description	Unit Net	Ext. Net
		1.5 mm lead protection throughout the entire barrier. Adjustable/leveling polypropylene sliding floor mounts Washable beige vinyl covering.		
	EXTENDED CABLES	Extended Cables		
	INSTALL	Installation and Calibration Included		
		INSTALLATION NOTE - Designated Virtual Imaging Dealer/Installer WILL BE THE INSTALLATION AND SERVICE AGENT FOR VIRTUAL IMAGING, INC. A CANON COMPANY.		
	OperatorTraining3	Operator Training - Three (3) Days of Initial Operator Training		
	SECUREPASS WARRANTY	Warranty - One (1) Year parts and labor on entire system from time of delivery. - Does not cover any damages from misuse, abuse, tampering or acts of God.		
	OPERATORTRAINREF2 D	Operators Refresher Training - Two (2) Days of Refresher Operator Training		

MANUFACTURERS SUGGESTED RETAIL PRICE	\$189,600.00	Net Price	\$155,000.00
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OPTIONAL ITEMS

The following items are not included in the total price listed above. If you wish to purchase these items, indicate "Accept" next to the item, followed by your initials. The amount for each option below will be added to the total above if accepted. These items may replace other items in the quotation above, and will be indicated per item.

Qty	Part Number	Description	Unit List	Ext. List	Unit Net	Ext. Net
1	SECURPASS2YPL	Add Second Year Parts and Labor Warranty with Two Days of Refresher Operator Training in Second Year of Warranty.			\$7,500.00	\$7,500.00
1	SECURPASS3YPL	Add Second and Third Year Parts and Labor Warranty with Two Days of Refresher Operator Training in Second and Third Year of Warranty			\$15,000.00	\$15,000.00
1	SECURPASS4YPL	Add Second, Third and Fourth Year Parts and Labor Warranty with Two Days of Refresher Operator Training in Second, Third and Fourth Year of Warranty			\$22,500.00	\$22,500.00
1	SECURPASS5YPL	Add Second, Third, Fourth and Fifth Year Parts and Labor Warranty with Two Days of Refresher Operator Training in Second, Third, Fourth and Fifth Year of Warranty			\$30,000.00	\$30,000.00

45,000

PAYMENT AND CLOSING TERMS

PAYMENT TERMS:	NET 30 from delivery
SALES TAX:	All sales are subject to applicable sales tax. Please provide Tax Exempt Certificate if applicable.
FREIGHT:	Included

EXHIBIT A
TERMS AND CONDITIONS OF SALES QUOTATION

Unless otherwise specifically stated in the Sales Quotation, such offer and any resulting sale by Virtual Imaging, Inc. ("Virtual Imaging") are strictly conditioned upon Customer's acceptance of all of the terms and conditions set forth in the Agreement (the "Terms and Conditions") and any Additional Terms and Conditions (which are attached to the Agreement, if applicable). Virtual Imaging hereby rejects any and all terms and conditions on any purchase orders or any other documents submitted by Customer which purport to reject, modify or supplement these Terms and Conditions, and such terms will be void to the extent they vary from, conflict with or supplement the Terms and Conditions, regardless of any course of dealing between the parties or usage of trade in the industry. Virtual Imaging's failure to object to any term or condition contained in any communication from Customer will not be deemed a waiver of the Terms and Conditions. The Agreement supersedes all previous quotations made by Virtual Imaging, may be voided unless signed and returned to Virtual on or before the "Valid Through" date specified on the first page of the Sales Quotation, and is subject to further change by Virtual Imaging upon notice. All defined terms used herein but not so defined will have the meanings ascribed thereto in the Sales Quotation.

The issuance of purchase order documents by Customer against the Sales Quotation will constitute an acceptance of the Agreement and the Additional Terms and Conditions (if applicable) and not a counteroffer, and will create a binding sales agreement, subject to final credit approval and acknowledgment by Virtual Imaging. Notwithstanding the foregoing, Virtual Imaging may reject or cancel any order, in whole or in part, before or after acceptance, for Customer's questionable credit standing or because of Customer's breach of any of the provisions of the Agreement or the Additional Terms and Conditions (if applicable).

All prices are quoted in U.S. dollars and are subject to modification and/or withdrawal by Virtual Imaging at any time upon notice to Customer. Unless otherwise expressly set forth to the contrary, all prices are exclusive of any present or future sales use, excise or other similar taxes of any federal, state, local or foreign governmental authority (collectively referred to herein as "Taxes"). Any and all Taxes, when applicable, will be paid by Customer unless a valid tax exemption certificate is presented to Virtual Imaging. Customer hereby agrees to defend, indemnify and hold Virtual Imaging harmless from any claim, loss, damage, liability or expense incurred by Virtual Imaging, including, without limitation, attorneys' fees and court costs, in connection with the payment of any such Taxes. Customer will pay for the Products in full in U.S. Dollars in accordance with the terms set forth in the Agreement or as set forth in Virtual Imaging's invoice, without any demand, set off or any deduction whatsoever. If payment is not received by Virtual Imaging when due, interest will accrue on such sum at the rate of one and one-half percent (1.5%) per month or the highest rate allowed by law, whichever is lower. In the event that Virtual Imaging undertakes any action to collect any delinquent accounts, Customer agrees to pay Virtual Imaging's cost of collection or attempt to collect payment thereof, including, without limitation, all attorneys' fees and court costs. All prices are, unless otherwise indicated in the Agreement, FOB Shipping Point, and all costs for transportation will be borne by Customer unless otherwise specifically indicated in the Agreement. Title and risk of loss to the Products passes to Customer upon delivery to the FOB Shipping Point.

Customer will inspect the Products upon delivery and will be deemed to have accepted them if Virtual Imaging does not receive Customer's written notice of rejection, specifying the reasons for such rejection, within ten (10) days after the date of their delivery. As Customer's sole remedy for rejected Products, Virtual Imaging will repair or replace, at Virtual Imaging's option, rejected Products at no charge.

All installation services (the "Installation Services") will be performed by Virtual Imaging or an authorized agent of Virtual Imaging. The Installation Services are performed between the hours of 8:00 AM and 5:00 PM local time, Monday through Friday, excluding Virtual Imaging observed holidays (a list of which will be provided to Customer upon Customer's written request and referred to herein as "Observed Holidays"). As a condition precedent to the obligation of Virtual Imaging to perform the Installation Services: (1) Customer will provide Virtual Imaging with reasonably detailed information and/or drawings pertaining to the room dimensions and other relevant characteristics of the proposed location (the "Site") where the Products are to be installed (collectively referred to herein as the "Site Information"). Customer represents and warrants that the Site Information provided is true and accurate, and Customer covenants to Virtual Imaging that Customer will immediately contact Virtual Imaging in writing of any changes thereto; (2) Customer is responsible to ensure that the Site is a safe and secured workspace, free from obstacles and conditions which may make the Site dangerous and/or unsafe; (3) Customer will be liable for any injury or accident involving a Virtual Imaging employee or agent except for any injury or accident that occurs as a result of Virtual Imaging's employee's or agent's negligence or willful misconduct; (4) Customer will provide an unloading area and parking area, acceptable to Virtual Imaging in its reasonable discretion, close to the Site and with clear access; (5) Customer will provide Virtual Imaging with full access to the Site in order to perform the Installation Services; and (6) to the extent necessary, Customer will make the necessary arrangements with local trade unions to permit installation of the Product by Virtual Imaging or its authorized agent.

In connection with the Installation Services, Virtual Imaging will provide Customer with certain information pertaining to the Product, as applicable, such as (i) power and grounding requirements; (ii) specifications for circuit breakers, line switches, junction boxes and conduit raceways; (iii) interconnecting wiring requirements for the ceiling and wall supports; (iv) structural requirements for the ceiling and wall supports; (v) the Product's weight and BTU rates; and/or (vi) a suggested configuration for the placement of the Product at the Site (collectively, "Installation Information"). Customer understands and expressly agrees that any Installation Information provided by Virtual Imaging to Customer with respect to the Product is solely to assist Customer in preparing the room for installation, and will not be used as construction documents or for any other reason. Virtual Imaging reserves the right, at any time, to make any changes to the Installation Information provided to Customer without advance written notice, and Customer knowingly, voluntarily, and irrevocably waives any claim or right to damages resulting from any such changes. Any and all plans, drawings and/or specifications provided by Virtual Imaging to Customer are subject to the review and approval of an independent certified electrical engineering firm to be engaged by Customer, at its own cost and expense, in order to ensure compliance with applicable state and NEC codes. Customer acknowledges that it is Customer's responsibility, at its own cost and expense, to engage qualified professionals to assist in ensuring compliance with, and making appropriate decisions relating to, radiation containment, magnetic field containment, electrical requirements, seismic requirements, structural requirements and mechanical requirements as it relates to the Products. In this regard Customer agrees that it will engage all appropriate personnel, including, but not limited to, an independent certified radiation physicist (to ensure all radiation protection requirements have been or will be met), an independent electrical engineering firm (to ensure that all plans provided by Virtual Imaging meet all applicable state and NEC codes) and a licensed architect (to ensure all installation requirements have been satisfied).

Customer acknowledges and agrees that the Installation Services does not include and Customer, at its own cost and expense is responsible to undertake and/or provide the following: (i) any and all remodeling and/or construction of the Site, including, but not limited to, obtaining all necessary permits and/or approvals in connection therewith and ensuring compliance with applicable state and local codes; (ii) the proper specified power for the Product and the Site; (iii) the proper installation of line switches, circuit breakers, junction boxes, conduits and raceways; (iv) proper interconnecting wiring; (v) proper installation of ceiling and wall suspensions and support systems; (vi) any air conditioning and plumbing requirements; (vii) radiation containment; (viii) magnetic field containment; (ix) the layout and installation of convenience outlets; (x) design layout and installation of general illumination; (xi) installation of warning lights and interlock switches at the main door of x-ray room; (xii) all rigging of the Product; (xiii) making arrangements for any special handling or Site modifications that must be made in order for the Product to be delivered to the Site; and (xiv) refuse removal and disposal.

Except as expressly stated below, installation of the Product is deemed to have occurred on the earlier of: (i) thirty (30) days after installation of the Product or (ii) the first clinical use of the Product. In the event that Virtual Imaging delivers the Product to the Site, but the Site is not ready for the installation of the Product, as determined by Virtual Imaging in its reasonable discretion, then (i) Virtual Imaging has no obligation to perform the Installation Services until it determines, in its sole discretion, that the Site is completely ready for installation and (ii) Customer has the obligation, at its own cost and expense, to store the Product at the Site or move the Product to a holding site (which Virtual Imaging recommends be a dust-free, temperature and humidity controlled environment). To the extent requested by Customer, and agreed upon by Virtual Imaging in writing, for an extra charge Virtual Imaging will move the Product to a holding site and/or store the Product at a site controlled by Virtual Imaging. If installation of the Product is delayed for any reason for which Virtual Imaging is not responsible, then ten (10) days from the date of shipment of the Product to Customer will be considered the date of completion of installation, and terms of payment will apply as of that date. Customer must provide all government permits and approvals for installation and use of Product. Virtual Imaging will complete final testing utilizing appropriate specifications, instruments and procedures. Virtual Imaging will file required federal and state reports relating to installation.

EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

The Products are sold to Customer with a limited warranty from Virtual Imaging, a copy of which is attached to the Agreement as Exhibit B (the "Limited Warranty Statement"). Customer acknowledges such limited warranty is only for the benefit of, and is only enforceable by Customer. **OTHER THAN AS SET FORTH IN THE RELEVANT LIMITED WARRANTY STATEMENT, NO OTHER EXPRESS WARRANTIES, AND NO IMPLIED WARRANTIES, INCLUDING ANY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY VIRTUAL IMAGING WITH RESPECT TO THE PRODUCTS TO CUSTOMER. VIRTUAL IMAGING, ITS PARENT AND THEIR AFFILIATES WILL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OF VIRTUAL IMAGING), LOSS OF REVENUE OR PROFIT, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, EXPENDITURES FOR SUBSTITUTE PRODUCTS OR SERVICES, LOSS OR CORRUPTION OF DATA, STORAGE CHARGES OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE PRODUCT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF VIRTUAL IMAGING, ITS PARENT OR THEIR AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RECOVERY OF ANY KIND AGAINST VIRTUAL IMAGING, ITS PARENT OR THEIR AFFILIATES WILL NOT BE GREATER IN AMOUNT THAN TWICE THE PURCHASE PRICE OF THE PRODUCT CAUSING THE ALLEGED DAMAGE.**

Security Interest -- Until the full purchase price for the Products sold hereunder is received in full by Virtual Imaging, Virtual Imaging has, and is hereby granted by Customer, a purchase money security interest in the Products sold under the Agreement. Customer further agrees to execute such financing statements and other documents as Virtual Imaging may reasonably require in order to perfect such security interest. Customer authorizes Virtual Imaging to file any financing statements and any other documents that Virtual Imaging determines is appropriate and/or required with respect to perfecting such security interest without Customer's signature wherever law permits such filing. Furthermore, Customer hereby irrevocably appoints Virtual Imaging as Customer's agent for the purpose of filing any financial statements required by Virtual Imaging in order to perfect its security interest provided herein. Customer covenants to Virtual Imaging that Customer shall maintain the Products in good and saleable condition. All rights and remedies of Virtual Imaging shall be cumulative and may be exercised successively or concurrently and without impairing the security interest of Virtual Imaging in the Product.

Service Hours -- Unless Virtual Imaging agrees in its sole discretion in writing to the contrary, warranty service, including Preventive Maintenance (hereinafter "service") will be provided during normal business hours, (Monday through Friday, 8:00 AM -5:00 PM local time at Customer's location as identified on Page 1 of the Sales Quotation (the "Facility"), excluding Virtual Imaging Observed Holidays. Service after normal business hours (8:00 AM - 5:00 PM local time/Customer Facility), on weekends or on Virtual Imaging Observed Holidays may, in Virtual Imaging's sole discretion and determination, be provided, but such service will be billed as overtime at a rate of one and one-half (1.5) times Virtual Imaging's then current billing rate. Because Preventive Maintenance can take up to four (4) hours to complete, Preventive Maintenance will not begin later than 1:00 PM local time/Customer Facility and must be scheduled in advance for a time that is mutually agreeable to Customer and Virtual Imaging. Any replacement parts provided in connection with the limited warranty are covered under the limited warranty for the remaining applicable warranty period. When and if any part is exchanged, such replaced items become the sole property of Virtual Imaging. Virtual Imaging reserves the right to withhold or discontinue service if timely payment is not made as required by the Agreement.

During the term of the limited warranty referenced above, while no assurances can be given, Virtual Imaging will endeavor to (i) return all calls for service received after 8:00 AM but prior to 3:00 PM Customer Facility local time within two (2) hours after the call has been received by Virtual Imaging's Call Center (561-893-8500) (calls received after 3:00 PM Customer Facility local time will result in a return call the next morning) and (ii) dispatch a Service representative on site within six (6) hours of the call being received by Virtual Imaging's Call Center during the hours specified above (calls received after 11:00 AM Customer Facility local time may result in a service representative being dispatched the following morning).

No Assignment -- The Agreement may not be assigned by Customer without the express prior written consent of Virtual Imaging.

Miscellaneous -- The headings herein are inserted for convenience of reference only and will not constitute a part hereof. The Agreement, the Additional Terms and Conditions (if applicable), and the invoice to be issued by Virtual Imaging constitutes the entire understanding of the parties hereto with respect to the subject matter of the Agreement, and supersedes all previous oral or written proposals and agreements. No representation or statement which is not contained in the Agreement, Additional Terms and Conditions (if applicable), or in an invoice issued by Virtual Imaging will be binding upon Virtual Imaging as a warranty or otherwise. Customer's acceptance of the Sales Quotation is expressly limited to the Terms and Conditions and the Additional Terms and Conditions (if applicable) and Customer may not modify, add, delete or otherwise alter same. No amendment, modification or alteration of the Agreement, including the Terms and Conditions will be binding unless the same is in writing, dated subsequent to the date hereof and duly approved and executed by a duly authorized officer of each party or is otherwise permitted under the Agreement. Neither party will be liable to the other for failure to perform because of causes or events beyond the control of the parties (other than payment obligations) which cannot be foreseen (or if foreseeable, are unavoidable) and which prevent or hinder the performance of the party's obligations hereunder. No provision of the Agreement or the Additional Terms and Conditions (if applicable) will be deemed waived by course of conduct, unless such waiver is made in a writing signed by the parties stating that it is intended specifically to modify same, nor will any course of conduct operate or be construed as a waiver of any subsequent breach of the Agreement or the Additional Terms and Conditions (if applicable), whether of a similar or dissimilar nature. In the performance of Virtual Imaging's obligations under the Agreement, Virtual Imaging will at all times act as and be deemed an independent contractor. Nothing in the Agreement will be construed to render Virtual Imaging or any of its employees, agents or officers, an employee, joint venturer, agent or partner of Customer. Virtual Imaging is not authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the

name of Customer, except as specifically provided for in the Agreement. The employees, methods, facilities and equipment of Virtual Imaging will at all times be under Virtual Imaging's exclusive direction and control.

Law Governing Agreement –The Agreement and the Additional Terms and Conditions (if applicable) are made within the State of Florida and are governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of law provisions. Customer hereby consents to the exclusive jurisdiction and venue of either the U.S. District Court for the Southern District of Florida or the state courts located in Palm Beach County, Florida. Customer further agrees that all suits commenced by Customer against Virtual Imaging upon any and all causes of action, whether or not such causes of action have arisen under or relate to the Agreement or the Additional Terms and Conditions (if applicable) and regardless of the legal theory upon which such causes of action are based, must be brought exclusively in either the U.S. District Court for the Southern District of Florida or the State Court located in Palm Beach County, Florida. **The parties irrevocably waive any right to a jury trial in any and all causes of action between them, whether or not such causes of action have arisen under or relate to the Agreement or the Additional Terms and Conditions (if applicable) and regardless of the legal theory upon which such causes of action are based.**

Customer Initials: _____ Date: _____

Virtual Imaging Initials: _____ Date: _____

- Customer's Site Progress Checklist -

- Review Product order for exact items purchased or leased, as applicable. Optional or future items not on order may be indicated on these plans.
- All room dimensions are critical! Immediately contact Virtual Imaging if changes occur or dimensions are not correct.
- Contact a radiation physicist or consultant to specify requirements for radiation containment.
- Make sure a dust-free, temperature and humidity controlled environment is available for storing the Product if your site is not ready for installation at the time of delivery. Once the site is prepared, you are then responsible for delivering the Product to the site.
- Make arrangements for any rigging, special handling, or facility modifications that must be made in order for the Product to be delivered to the installation site. If desired, a Virtual Imaging representative can provide a reference list of preferred riggers.

- Facilities Coordinator -

Facility planning is to be completed well in advance of Product delivery. These drawings need to be reviewed for electrical, seismic, structural and mechanical requirements as well as containment needs (e.g. radiation, magnetic fields, radio frequency) to determine any additional construction requirements of modification to the facility.

- Site Progress Checklist - -

- Make sure the room meets power and grounding requirements indicated in the Product specifications and suggested layout.
- Make sure all construction work has been completed before the Product delivery and installation begins.
- Make sure the room's environment is clean and free of dust.
- If required, have stamped architectural plans on site.
- Provide an acceptable unloading area with clear access to the Product holding area. Coordinate delivery route with your Virtual Imaging Product installation representative.
- On new construction, make sure there are clean rest rooms, power for drills and other test equipment, and the capability for film development.
- Provide for refuse removal and disposal (e.g. crates, cartons, packing).
- Provide the installers with parking close to the installation site.
- Make sure all state and local codes are met.
- Make sure all required permits are obtained.
- Where required, seismic documentation must be available to the installers.

- Construction Coordinator -

Power is critical for Product operation. If power specifications are not upheld, the unit may not meet manufacturer's specifications. Meeting critical power requirements is your responsibility and that of your electrician.

Any deviation from the drawings must be communicated in writing to and reviewed by your Virtual Imaging Service Representative prior to making changes.

Customer Initials: _____ Date: _____

Virtual Imaging Initials: _____ Date: _____

EXHIBIT B
LIMITED WARRANTY STATEMENT

ONE-YEAR LIMITED WARRANTY

The limited warranty set forth below is given by Virtual Imaging, Inc. ("Virtual Imaging") with respect to the RadPRO® SecurPASS Whole Body Scanning System (the "Product"), which you purchased from Virtual Imaging or an authorized Virtual Imaging dealer (the "Dealer"). Virtual Imaging warrants the Product to be free from defects in workmanship and material under normal use for a period of one (1) year (the "Warranty Period"), which Warranty Period will commence on (and include) the earlier of: (i) thirty (30) days after installation of the Product or (ii) first use of the Product (hereinafter the "Commencement Date"). During the Warranty Period, if the Product is determined to be defective by Virtual Imaging in its sole discretion, Virtual Imaging will repair or replace the Product or Product part and all necessary documentation to Virtual Imaging. Warranty replacement will not extend with returning the defective Product or Product Part and all necessary documentation to Virtual Imaging. Warranty replacement will not extend the warranty period of the defective Product. Further, this limited warranty will not extend to consumable parts, if any, of the Product, as to which there will be no warranty or replacement. To arrange for repair or replacement by Virtual Imaging for the Product under warranty, please contact Virtual Imaging by contacting Customer Support at 561-893-8400 if you purchased the Product directly from Virtual Imaging or the Dealer from whom you purchased the Product. Virtual Imaging reserves the right to perform any of its obligations hereunder through its authorized subcontractors or agents.

THE SOFTWARE EMBEDDED IN THE PRODUCT (THE "SOFTWARE") IS SOLD "AS IS" AND WITHOUT WARRANTY BY VIRTUAL IMAGING, EXCEPT AS SET FORTH HEREIN. Software support and maintenance will be provided for the Software at no additional charge to you for the Warranty Period. Virtual Imaging reserves the right to support only the most current version of the Software included in the most current version of the Product that is commercially available. In the event that you purchased the Product directly from Virtual Imaging, all requests for technical support for the Software will be directed to Virtual Imaging by contacting Customer Support at 561-893-8400.

In the event that you purchased the Product from an authorized Dealer, all requests for technical support for the Software will be directed to such Dealer in accordance with the technical support structure offered by the Dealer at that time. The Dealer will have access to Virtual Imaging's technical support, if needed. You must specify a designated individual who will act for you as the sole support liaison to the Dealer with regard to securing technical support for the Software. Virtual Imaging will provide support directly to the Dealer via telephone, fax or email during the Warranty Period. All calls escalated to Virtual Imaging from the Dealer will receive a unique case number and be linked directly to customer information available to Virtual Imaging through product registration. All calls must be escalated through the Dealer to Virtual Imaging and not by your direct contact with Virtual Imaging.

Virtual Imaging may continue to update and develop the Software and the Product. During the Warranty Period, following commercial release of any updates to the Software, Virtual Imaging will (i) provide all updates to the Software directly to you at no additional charge if you purchased the Product directly from Virtual Imaging, or (ii) make all updates to the Software available to the authorized Dealer from whom you purchased the Product for distribution to you at no additional charge. During the Warranty Period, Virtual Imaging will also provide any and all new versions of the Software either directly to you if you purchased the Product directly from Virtual Imaging or the Dealer from whom you purchased the Product, following commercial release. Such new versions of the Software will be made available to you or the Dealer for purchase by you at a price to be determined by Virtual Imaging or the Dealer, as the case may be, at the time of sale. Any upgrade or new version of the Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.72024 (June 1995), all U.S. Government End Users will acquire the Software with only those rights set forth herein.

You may purchase service support and maintenance for the Product for terms beyond the Warranty Period from Virtual Imaging, if you purchased the Product directly from Virtual Imaging, or the authorized Dealer from whom you purchased the Product. Copies of the service plans offered by Virtual Imaging are available from Virtual Imaging if you purchased the Product directly from Virtual Imaging or the Dealer from whom you purchased the Product. Each Product must be separately covered under a service plan. No matter when purchased, the term of any service commences starts upon the expiration of this limited warranty.

If the Product malfunction is not covered by this limited warranty or the Warranty Period has expired or has not been sufficiently established by appropriate documentation, you will be charged for such out of warranty repair or replacement, or support and maintenance services, if available at the then current service call rates by Virtual Imaging.

This warranty will only apply if this Product is used in accordance with the applicable instructions and user documentation.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES AND CONDITIONS REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE PRODUCT OR THE SOFTWARE OR ANY SUPPORT AND MAINTENANCE PROVIDED BY VIRTUAL IMAGING HEREUNDER. NO OTHER EXPRESS WARRANTY CONDITION OR GUARANTEE EXCEPT AS MENTIONED ABOVE, GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THE PRODUCT OR THE SOFTWARE OR ANY SUPPORT OR MAINTENANCE WILL BIND VIRTUAL IMAGING. NO WARRANTIES GIVEN ON ANY USED PRODUCT

THIS WARRANTY WILL BE VOID AND OF NO FORCE AND EFFECT IF THE PRODUCT IS DAMAGED AS A RESULT OF (A) ABUSE, NEGLIGENCE, MISHANDLING, ALTERATION, ELECTRIC CURRENT FLUCTUATION OR ACCIDENT, (B) IMPROPER USE, INCLUDING FAILURE TO FOLLOW OPERATING OR MAINTENANCE INSTRUCTIONS, VIRTUAL IMAGING'S INSTRUCTIONS AND USER DOCUMENTATION FOR THE PRODUCT, (C) REPAIR OF ANY SORT OF THE PRODUCT (INCLUDING OPENING THE PRODUCT CASE) PERFORMED BY ANYONE OTHER THAN VIRTUAL IMAGING OR THE DEALER, (D) USE OF SUPPLIES OR CONSUMABLE PARTS (OTHER THAN THOSE DISTRIBUTED BY VIRTUAL IMAGING) WHICH DAMAGE THE PRODUCT, OR (E) USE OF THE PRODUCT WITH NON-COMPATIBLE COMPUTERS, PERIPHERAL EQUIPMENT OR SOFTWARE, INCLUDING THE USE OF THE PRODUCT IN ANY SYSTEM CONFIGURATION NOT RECOMMENDED IN ANY INSTRUCTIONS OR USER DOCUMENTATION OR OTHER DOCUMENTATION FOR THE PRODUCT. THIS WARRANTY WILL NOT EXTEND TO ANY PRODUCTION WHICH THE ORIGINAL IDENTIFICATION MARKS OR NUMBERS HAVE BEEN DEFACED, REMOVED, OR ALTERED.

VIRTUAL IMAGING, ITS PARENT AND THEIR AFFILIATES AND THE DEALER WILL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OF VIRTUAL IMAGING OR DEALER AS THE CASE MAY BE), LOSS OF REVENUE OR PROFIT, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OR CORRUPTION OF DATA, STORAGE CHARGES OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OR THE SOFTWARE OR ARISING FROM THE SUPPORT OR MAINTENANCE OF THE SOFTWARE OR PERTAINING IN ANY WAY TO THE SOFTWARE (INCLUDING UPGRADES OR NEW VERSIONS, OR TO ANY OF VIRTUAL IMAGING'S OBLIGATIONS UNDER THIS WARRANTY REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF VIRTUAL IMAGING, ITS PARENT OR THEIR AFFILIATES OR THE DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR WILL RECOVERY OF ANY KIND AGAINST VIRTUAL IMAGING, ITS PARENT OR THEIR AFFILIATES OR THE DEALER BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, YOU ASSUME ALL RISKS AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PERSONS AND TO YOUR PROPERTY OR THE PROPERTY OF OTHERS ARISING OUT OF THE POSSESSION, USE, MISUSE OR INABILITY TO USE THE PRODUCTS SOLD BY VIRTUAL IMAGING NOT CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OF VIRTUAL IMAGING. THIS LIMITED WARRANTY WILL NOT EXTEND TO ANYONE OTHER THAN YOU AS THE ORIGINAL PURCHASER OF THE PRODUCT AND STATES YOUR EXCLUSIVE REMEDY. VIRTUAL IMAGING MAY ASSIGN, SUB-CONTRACT OR SUB-LET THIS LIMITED WARRANTY AND ANY OF ITS OBLIGATIONS HEREUNDER.

CONDITIONS OF WARRANTY

Defective Products and Product parts must be returned to Virtual Imaging with all necessary documentation and will become the property of Virtual Imaging.

THIS WARRANTY APPLIES TO PRODUCTS PURCHASED AND USED IN THE U.S.A.

VIRTUAL IMAGING, INC.
LIMITED EXTENDED WARRANTY STATEMENT

The limited extended warranty set forth below ("Extended Warranty") is given by Virtual Imaging, Inc. ("Virtual Imaging") for the RadPRO® SecurPASS Whole Body Scanning System (the "Product") you purchased directly from Virtual Imaging or an authorized reseller. This Extended Warranty is in effect for the term specified in the agreement for sale of the Product between Virtual Imaging and end user or Virtual Imaging and reseller, as applicable, which term commences on the expiration of the one (1) year Limited Warranty given by Virtual Imaging with the Product when it was sold by Virtual Imaging. This Extended Warranty is for the benefit of, and only enforceable by, the original end user of the Product and is not transferable. Each Product needs to be covered under its own Extended Warranty. This Extended Warranty includes repair service, routine preventive maintenance, parts coverage, and end user phone support for the Product as set forth herein. Virtual Imaging reserves the right to perform any of its obligations hereunder through its authorized subcontractors or agents.

Service Coverage – Subject to the terms herein, service will include the time and labor for repair of the Product or the parts thereof and Routine Preventive Maintenance (as defined below) (repair service and Routine Preventive Maintenance are collectively referred to herein as "Service"). Routine preventive maintenance includes checking to confirm that the Product is functioning in accordance with the manufacturer's published specification, performing cleaning, lubrication, and adjustments to the Product, and notifying the end user of any issues and suggested repairs ("Routine Preventive Maintenance"). Routine Preventive Maintenance will be performed at six (6) month intervals, during Virtual Imaging's normal business hours (excluding Virtual Imaging's observed holidays, a list of which will be provided by Virtual Imaging to end user upon end user's written request (hereinafter, "Virtual Imaging Observed Holidays")) at a date and time that is mutually agreed upon by the Virtual Imaging and the end user. Virtual will contact the end user to establish the date and time for the Routine Preventive Maintenance. End user will make the Product and the area where the Product is located available to Virtual Imaging so that the Routine Preventive Maintenance can be completed on the scheduled date and time. If the Product or Product area is not made available on the scheduled date and time, or if end user cancels the scheduled appointment, it will be end user's responsibility to re-schedule the Routine Preventive Maintenance within sixty (60) days of the originally scheduled date by calling Virtual Imaging's Call Center at 561-893-8400. If the Routine Preventive Maintenance is not re-scheduled and completed within sixty (60) days of the originally scheduled date, end user waives the right to receive Routine Preventive Maintenance for that six (6) month interval and will be required to wait until the next six (6) month interval, if applicable, to receive Routine Preventive Maintenance. Routine Preventive Maintenance should be considered as a line of defense against unplanned downtime and Product failure. Virtual Imaging will not repair the Product during the Routine Preventive Maintenance. End user will be responsible for scheduling a request for repair service to address any issues identified during the Routine Preventive Maintenance. End user will provide Virtual Imaging clear and safe access to the Product for purposes of providing Service, and will maintain a fully functional and safe working environment for Virtual Imaging's service representative to perform such Service.

Parts Coverage - Parts coverage includes repairing or replacing parts for the Product, subject to the exclusions set forth herein ("Parts Coverage"). If Virtual Imaging determines, in its sole discretion, that such part cannot be repaired, Virtual Imaging will replace the part, subject to the exclusions herein. Warranty replacement will not extend the warranty period of the Product.

Phone Support Coverage - End user phone support, which includes technical and applications support for the Product, is available from 8:00 AM to 8:00 PM (EST) Monday through Friday (except for Virtual Imaging Observed Holidays) by calling Virtual Imaging's Call Center at 561-893-8400.

Hours of Service – Unless Virtual Imaging agrees in its sole discretion in writing to the contrary, Service will be provided during its normal business hours Monday through Friday, 8:00 AM - 5:00 PM local time at the location of the Product, excluding Virtual Imaging Observed Holidays. Service after normal business hours, on weekends or on Virtual Imaging's Observed Holidays may, in Virtual Imaging's sole discretion, be provided, but such services are not covered under this Extended Warranty and will be billed as overtime at a rate of one and one-half (1.5) times Virtual Imaging's then current billing rate. Because Routine Preventive Maintenance can take up to four (4) hours to complete, Routine Preventive Maintenance will not begin later than 1:00 PM local time unless otherwise agreed upon by Virtual Imaging and end user in writing. While no assurances can be given, Virtual Imaging will endeavor to (i) return all calls for Service received Monday through Friday (excluding Virtual Imaging Observed Holidays) after 8:00 AM but prior to 3:00 PM local time within two (2) hours after the call has been received by Virtual Imaging's Call Center (561-893-8400) (calls received after 3:00 PM local time may result in a return call on the next Virtual Imaging business day morning), and (ii) dispatch a service representative on site within six (6) hours of the call being received by Virtual Imaging's Call Center Monday through Friday (excluding Virtual Imaging Observed Holidays) after 8:00 AM but prior to 3:00 PM local time (calls received after 11:00 AM local time may result in a service representative being dispatched on the next Virtual Imaging business day morning).

Exclusions -

(a) Software (which includes, without limitation operating software, diagnostic software, and firmware) is not covered under this Extended Warranty.

(b) Consumable parts and/or supplies, including, without limitation, Product batteries, glassware (which may include, without limitation, X-ray tubes, image intensifiers, and camera tubes), bulbs, styli, and any other parts or supplies that are replaced due to normal operation, or any other items which may be expressly excluded in the agreement for sale of the Product between Virtual Imaging and end-user or Virtual Imaging and reseller, as applicable, are not covered under this Agreement.

(c) If for any reason Virtual Imaging is unable to obtain parts for the Product, Virtual Imaging may, without liability, cancel any balance of the term of this Extended Warranty and refund the unearned portion of the prepaid charges for this Extended Warranty to the end user or the reseller, as the case may be. If the cost of a part needed to Service the Product or a replacement part exceeds fifty percent (50%) of the applicable Product's fair market value, such part will not be covered under this Extended Warranty.

(d) Virtual Imaging may, without liability and any refund, terminate this Extended Warranty as to the Product, if, without Virtual Imaging's prior written consent (which consent may be withheld in Virtual Imaging's sole discretion), end user relocates the Product from the site it was originally installed by Virtual Imaging. If such prior written consent is provided, at end user's sole cost and expense, Virtual Imaging may provide all de-installation and reinstallation services for such Product at its then current rates and under its then terms and conditions and, if applicable, end user will ship the Product according to Virtual Imaging's instructions.

(e) THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES AND CONDITIONS REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE PRODUCT OR THE SOFTWARE OR ANY SUPPORT AND MAINTENANCE PROVIDED BY VIRTUAL IMAGING HEREUNDER. NO OTHER EXPRESS WARRANTY CONDITION OR GUARANTEE EXCEPT AS MENTIONED HEREIN, GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THE PRODUCT OR THE SOFTWARE OR ANY SUPPORT OR MAINTENANCE WILL BIND VIRTUAL IMAGING. NO WARRANTY IS GIVEN ON ANY USED PRODUCT.

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CONDITIONS OF EXTENDED WARRANTY

A Product or parts replaced or removed by Virtual Imaging in connection with this Extended Warranty will become the sole property of Virtual Imaging, and end user and reseller, if applicable, hereby disclaim any and all interest therein.

THIS WARRANTY APPLIES TO PRODUCTS PURCHASED AND USED IN THE U.S.A.