



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(APRIL 16) (WEEK 16 OF 2024)

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Daniel A. Bittinger II
389-4405
dbittinger@woodburycountyiowa.gov

Mark Nelson
540-1259
mnelson@woodburycountyiowa.gov

Keith W. Radig
560-6542
kradig@woodburycountyiowa.gov

Jeremy 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 April 16, 2024, 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. Members of the public wishing to speak on an item must follow the participation rules adopted by the Board of Supervisors.

- 1. Please silence cell phones and other devices while in the Boardroom.
2. The Chair may recognize speakers on agenda items after initial discussion by the Board.
3. Speakers will approach the microphone one at a time and give their name and address before their statement.
4. Speakers will limit their remarks to three minutes on any one item and address their remarks to the Board.
5. At the beginning of 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. The Chair may also request delegates provide statements on behalf of multiple speakers.
6. Any concerns or questions which do not relate to a scheduled item on the agenda will be heard under the item "Citizen Concerns." Please note the Board is legally prohibited from taking action on or engaging in deliberation on concerns not listed on the agenda, and in such cases the Chair will request further discussion take place after properly noticed.
7. Public comment by electronic or telephonic means is prohibited except for a particular agenda item when approved by the Chair 24 hours before a meeting or by a majority of the board during a meeting for a subsequent meeting.

AGENDA

3:30 p.m. Closed Session Interview {Iowa Code Section (21.5 (1) (i))} First Floor Boardroom

4:15 p.m. Closed Session General Relief Appeal for B.D. {Iowa Code Section (21.5(1)(a))} First Floor Boardroom

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

- 1. Approval of the agenda Action

Consent Agenda

Items 2 through 7 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.

- 2. Approval of the minutes of the April 9, 2024, meeting
3. Approval of claims
4. County Auditor – Patrick Gill
Receive County Recorder's Report of Fees Collected

5. County Treasurer – Tina Bertrand
Approve property tax refund request for parcel #894716181005 in the amount of \$822.00
6. Board Administration – Heather VanSickle
 - a. Approval of Notice of Property Sale Resolution for Parcel #894735276004 (aka 4103 Gordon Drive) for Tuesday, April 30th at 4:35 p.m.
 - b. Approval of Notice of Property Sale Resolution for Parcel #894729440013 (aka 204 ½ Kansas Street) for Tuesday, April 30th at 4:36 p.m.
7. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process

End Consent Agenda

- | | |
|--|-------------|
| 8. County Treasurer – Tina Bertrand
Treasurer’s office closing April 25 th for an all-staff training meeting | Information |
| 9. Secondary Roads – Mark Nahra
Award quotes for a sectional steel bridge to replace county bridge K-19 to North Star Steel | Action |
| 10. Reports on Committee Meetings | Information |
| 11. Citizen Concerns | Information |
| 12. Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- WED., APR. 17 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., APR. 18 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., APR. 19 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
- MON., APR. 22 6:00 p.m.** Zoning Commission Meeting, Courthouse Basement Boardroom
- WED., APR. 24 1:00 p.m.** Hazardous Materials Response Commission Annual Meeting, The Security Institute
- 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., APR. 25 1:30 p.m.** SIMPCO – Community and Economic Development Meeting, Hybrid
- WED., MAY 1 11:00 a.m.** Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
- 1:00 p.m.** Loess Hills Alliance Executive Meeting
- 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., MAY 2 12:00 p.m.** SIMPCO Regional Policy & Legislative Affairs Committee Meeting, 6401 Gordon Drive
- MON., MAY 6 6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- WED., MAY 8 7:30 a.m.** SIMPCO Executive-Finance Committee Meeting, 6401 Gordon Drive
- 8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- 6:30 p.m.** 911 Service Board Meeting, Public Safety Center, Climbing Hill
- THU., MAY 9 12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St.
- 4:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., MAY 15 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., MAY 16 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., MAY 17 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.

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.

APRIL 9, 2024, FIFTEENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, April 9, 2024, at 3:00 p.m. Board members present were Nelson, Ung, Bittinger II, Radig, and Taylor. Staff members present were Heather Satterwhite, Executive Secretary/ Public Bidder, Melissa Thomas, Human Resources Director, Dennis Butler, Budget and Finance Director, and Michelle Skaff, Deputy Auditor/Clerk to the Board.

Motion by Ung second by Nelson go into closed session per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote.

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

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

Nelson was absent from regular meeting due to LEC Authority meeting.

1. Motion by Ung second by Taylor to approve the agenda for April 9, 2024. Carried 4-0. Copy filed.

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

2. To approve minutes of the April 2, 2024 meeting. Copy filed.

3. To approve the claims totaling \$391,353.63. Copy filed.

4. To approve the property tax refund for Skinner Holdings, parcel #874624300008, in the amount of \$56.00. Copy filed.

5. To receive the Auditor's Quarterly Report from January 1, 2024 through March 31, 2024. Copy filed.

6a. To lift tax suspension for Suzanne Jaynes-Hall, parcel #894730407006, 224 So. Leonard St. Copy filed.

6b. To approve and authorize the Chairperson to sign a Resolution approving petition for suspension of taxes for Jonathan Neuhardt, 3642 Grandview Blvd., parcel #894716103002.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,709
RESOLUTION APPROVING PETITION FOR SUSPENSION
OF TAXES**

WHEREAS, Jonathan Neuhardt as titleholder of property located at 3642 Grandview Blvd., Sioux City, Woodbury County, Iowa, and legally described as follows:

Parcel # 894716103002

HATFIELD N IRREG PT 48.3 FT ON THE W LOT 7 BLK 4 EX TRI IN SW COR LOT 8 BLK 4

WHEREAS, Jonathan Neuhardt as titleholders of the aforementioned real estate has petitioned the Board of Supervisors for a suspension of taxes pursuant to the 1997 Iowa Code section 427.9, and

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

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

SO RESOLVED this 9th day of April, 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 6c. To approve and authorize the Chairperson to sign a Resolution approving petition for suspension of taxes for Tessie Goodwin, 206 S. Helmer St., parcel #894730436001.

WOODBURY COUNTY, IOWA
RESOLUTION #13,710
RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES

WHEREAS, Tessie Goodwin, as titleholder of a property located 206 S. Helmer St., Sioux City, Woodbury County, Iowa, and legally described as follows:

Parcel #894730436001

Riverview 2nd Lots 7 & 8 Block 20

WHEREAS, Tessie Goodwin of the aforementioned property has petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2017 Iowa Code section 427.9, and

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

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

SO RESOLVED this 9th day of April 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 6d. To receive for signatures a Resolution Thanking and Commending Julie Conolly for her years of service with Woodbury County.

WOODBURY COUNTY, IOWA
RESOLUTION #13,711
A RESOLUTION THANKING AND COMMENDING
JULIE CONOLLY
FOR HER SERVICE TO WOODBURY COUNTY

WHEREAS, Julie Conolly has capably served Woodbury County as an employee of the County Assessor's office for 31 years from January 1, 1993 to May 31, 2024.

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

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

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

BE IT SO RESOLVED this 9th day of April 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 6e. To approve the reappointment of Mark Monson and Kevin Kay to the Community Action Agency of Siouxland Board of Directors. Copy filed.
- 7. To set the public hearing for the FY25 proposed budget for April 30th, 2024 at 4:45 p.m. Copy filed.
- 8a. To approve the separation of Todd Hayes, FT Youth Worker, Juvenile Detention Dept., effective 03-29-24. Separation.; the separation of Terry Spencer, FT Paramedic, Emergency Service Dept., effective 04-01-24. Resignation.; and the separation of Tyler Palmer, Sheriff Deputy, County Sheriff Dept., effective 4-1-24. Resignation. Copy filed.
- 8b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Deputy Sheriff, County Sheriff Dept. CWA Deputy Sheriff: \$28.14/hour.; Paramedic (FT), Emergency Services Dept. \$26.06/hour.; Youth Worker (FT), Juvenile Detention Dept. AFSCME Juvenile Detention: \$21.41/hour.; and Youth Worker (PT), Juvenile Detention Dept. AFACME Juvenile Detention: \$21.41/hour. Copy filed.

Carried 4-0.

- 9. Jean Logan, Community Action Agency of Siouxland, presented a gift of artwork created by the children enrolled in Head Start and Early Head Start program.

Motion by Radig second by Bittinger to receive artwork. Carried 4-0. Copy filed.
- 10a. Motion by Radig second by Ung to approve and authorize the Chairperson to sign a Resolution Weed Destruction Order. Carried 4-0.

WOODBURY COUNTY, IOWA
RESOLUTION #13,712
WEED DESTRUCTION ORDER

WHEREAS, it is the responsibility of each of Iowa County’s Board of Supervisors to enforce the provisions of Chapter 317 of the Code of Iowa as amended with regard to the destruction of weeds, and

WHEREAS, under Chapter 317 of the Code of Iowa as amended each county Board of Supervisors must prescribe and order a program of weed destruction to be followed by landowners, tenants, and other persons in possession or control of land, and

WHEREAS, it has been determined by the Woodbury County Board of Supervisors that a program of weed destruction for the year 2024 is necessary,

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa that each landowner, tenant or other person in possession or control of private land shall on or before the dates stated below, destroy the below-listed noxious weeds on their land by spraying them with a suitable herbicide in a strength sufficient to kill such weeds.

- 1. May 1, 2024 – for Palmer amaranth annual.
- 2. May 6, 2024 - for musk, thistle, sow thistle, bull thistle, leafy spurge, perennial pepper grass, sour dock perennial, smooth dock perennial, and sheep sorrel perennial.
- 3. June 3, 2024 - for Canada thistle, Russian knapweed, buckhorn perennial, wild mustard annual, horse nettle, and teasel biennial.
- 4. June 10, 2024 - for field bindweed, wild carrot biennial, and quack grass.

5. June 17, 2024 - for butterprint annual, puncture vine annual, and cocklebur annual.
6. July 1, 2024 - for wild sunflower annual and poison hemlock.
7. October 1, 2024 - all thistles in the rosette stage.

BE IT FURTHER RESOLVED AND ORDERED that any person using county road Right-of-Way for haying or grazing are responsible for following the labeled restrictions listed on the following products used by Woodbury County Weed Commissioner: Grazon P&D, Streamline, Perspective, Method 240SL, Milestone, and MSN 60.

BE IT FURTHER RESOLVED AND ORDERED that all weeds on county trunk and local roads and between the fence lines of such roads, whether they be noxious weeds or other weeds, shall be eradicated or otherwise destroyed, to prevent seed production, by the owner of the land adjoining the road on or before June 7, 2024.

BE IT FURTHER RESOLVED that weeds that are not destroyed in compliance with the above order may be destroyed by the Weed Commissioner, and the costs of destruction by the Weed Commissioner, including the cost of serving notice, plus a penalty of twenty-five percent of total costs shall be assessed against the property upon which the weeds were destroyed, in the case of private lands, or against the adjoining land, in the case of weeds on county roads. Landowners are to contact Weed Commissioner and notify him if there are areas that should not be sprayed with herbicides.

SO RESOLVED this 9th day of April, 2024
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 10b. Motion by Radig second by Ung to award quote for culvert to replace bridge located on Hancock Ave. at the intersection of 290th St. to Oldcastle Infrastructure. Carried 4-0. Copy filed.
- 10c. Motion by Radig second by Taylor to approve the FY 2025 Woodbury County Secondary Road Department Budget. Carried 4-0. Copy filed.
- 10d. Motion by Radig second by Ung to approve the FY 2025 Woodbury County Secondary Road Department Five Year Construction Program. Carried 4-0. Copy filed.
11. Reports on committee meetings were heard.
12. There were no citizen concerns.
13. Board concerns were heard.

The Board adjourned the regular meeting until April 16, 2024.

Meeting sign in sheet. Copy filed.

COUNTY RECORDER'S REPORT OF FEES COLLECTED
(See Chapter 342, Code)

State of IOWA) SS:
County of WOODBURY)

To the Board of Supervisors of WOODBURY County:

I, DIANE SWOBODA PETERSON, Real Estate/Recorder Deputy of the above-named County and State, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the period of 1/01/2024 through 3/31/2024 and the same has been paid to the County Treasurer.

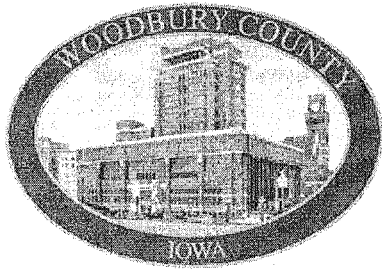
	Fees Collected
R.E. Transfer Tax State-Monthly	52,752.79
County Share R.E. Transfer Tax—Quarterly	30,848.11
Recording of Instruments—Quarterly	61,780.00
Auditor's Transfer Fee—Quarterly	4,910.00
Records Management Fees—Quarterly	2,695.00
Elec Tran Fee State Untransferred (Quarterly)	2,695.00
Copy Money-Quarterly	210.00
Vitals Stats State-Monthly	9,764.00
Vitals Stats County-Quarterly	9,368.00
Accts. Receivable Payment-Quarterly	2,890.00
Transfer to Checking Account	0
Previous Qtr. Acct. Receivable Balance	(3,875.00)
Bad Check Adjustment—Quarterly	0
Recorder Over/Short—Quarterly	58.00
Vitals Over/Short—Quarterly	0
Refunds--Quarterly	32.40
Adjustment—Quarterly	16.00
Total	174,144.30

All of which is respectfully submitted.


 DIANE SWOBODA PETERSON Real Estate/Recorder Deputy

Subscribed and sworn to before me by DIANE SWOBODA PETERSON, Woodbury County Real Estate/Recorder Deputy this 4 day of April, 2024.


 PATRICK F. GILL County Auditor



Tina M Bertrand
Treasurer of Woodbury County
Property Tax
822 Douglas Street Suite 102
Sioux City, IA 51101
712-279-6495

March 25, 2024

RE: Refund of Payment on 8947 16 181 005

Dear Board of Supervisors,

We have received a request for refund on 8947 16 181 005. The owner, Heather Barringer requested a refund for \$822.00 on this parcel. She filed for the DSC credit for 2023 and this correction resulted in a credit of \$822.00. She was making monthly payments and discovered she had overpaid the \$822.00 after applying for this credit. Heather is now requesting the extra money be refunded to her.

Would you please approve this request?

If you have any questions, please feel free to contact me.

Thank you for your time,

A handwritten signature in cursive script that reads "Janet L. Trimpe".

Janet L. Trimpe
Woodbury County Tax Deputy
jtrimpe@woodburycountyiowa.gov
712-224-6024

RESOLUTION #
NOTICE OF PROPERTY SALE

Parcel #894735276004

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

All that part of former Chicago, Milwaukee, St. Paul and Pacific Railroad Company's property, being a part of the SE ¼ NE ¼ and the NE ¼ SE ¼ of Section 35, Township 89 North, Range 47 West of the 5th P.M. in Woodbury County, Iowa described as follows: Commencing at a point on the east line of the SW ¼ NE ¼ said Section 35, distant 326.12 feet southerly of the NE corner said SW ¼ NE ¼; thence S0°50'08" W along said line 57.32 feet to a point 10.00 feet northeasterly of as measured at right angles to the centerline of the Railroad Company's former main track; thence S43°25'10" E, 396.84 feet; thence southeasterly 153.76 feet on a curve to the northwesterly line of Spalding Street as established by the City of Sioux City, said curve being concave southwesterly, having a radius of 2,437.42 feet and a chord of 153.76 feet bearing S41°36'43" E and said curve being 10.00 feet radially distant from the centerline of the former railroad track; thence N50°11'44" E along said northwesterly line of Spalding Street 40.00 feet to the northeasterly boundary line of the Railroad's property; thence northwesterly along said northeasterly boundary line 597', more or less, to the point of beginning (4103 Gordon Dr.)

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 **30th Day of April, 2024 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate on the **30th Day of April, 2024**, immediately following the closing of the public hearing to the **City of Sioux City only per Code of Iowa 331.361(2)**.
3. That said Board proposes to sell the said real estate to the **City of Sioux City only for consideration of \$398.00 plus recording fees**.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 16th Day of April, 2024

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: City of Sioux City Date: Oct 23
Address: 405 W 81 Phone: 279-6971

Address or approximate address/location of property interested in:
4103 Gordon Dr.

GIS PIN # 894738276004

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

Legal Description: see resolution - long legal

Tax Sale #/Date: #1162 6/11/2008 Parcel # 206689

Tax Deeded to Woodbury County on: 3/4/24

Current Assessed Value: Land \$9,100 Building 0 Total \$9,100

Approximate Delinquent Real Estate Taxes: \$4,378

Approximate Delinquent Special Assessment Taxes: \$582

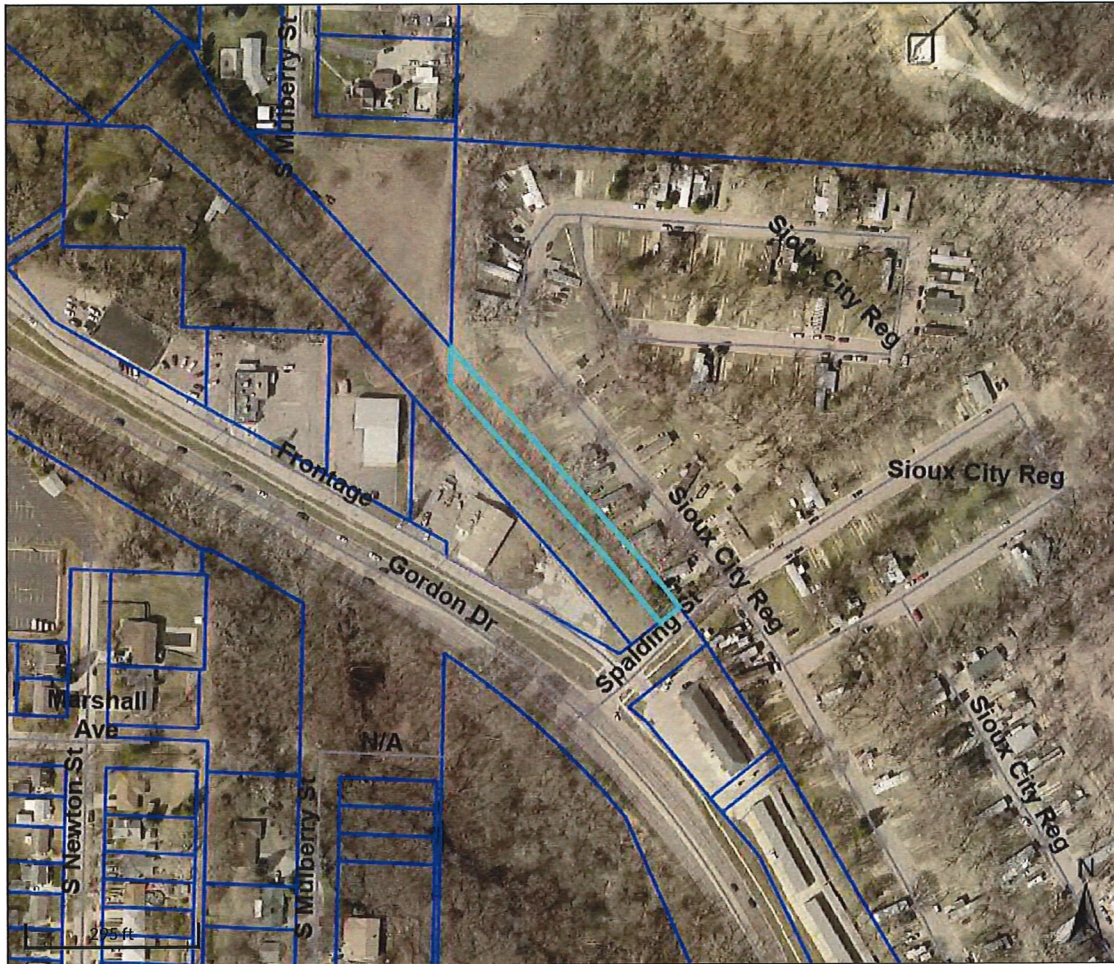
*Cost of Services: \$108

Inspection to: Rocky DeWitt Date: 7/9/21

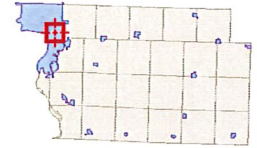
Minimum Bid Set by Supervisor: \$290 plus \$108 for cost of services; Total \$398

Date and Time Set for Auction: April 30th @ 4:35 p.m.

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



Overview

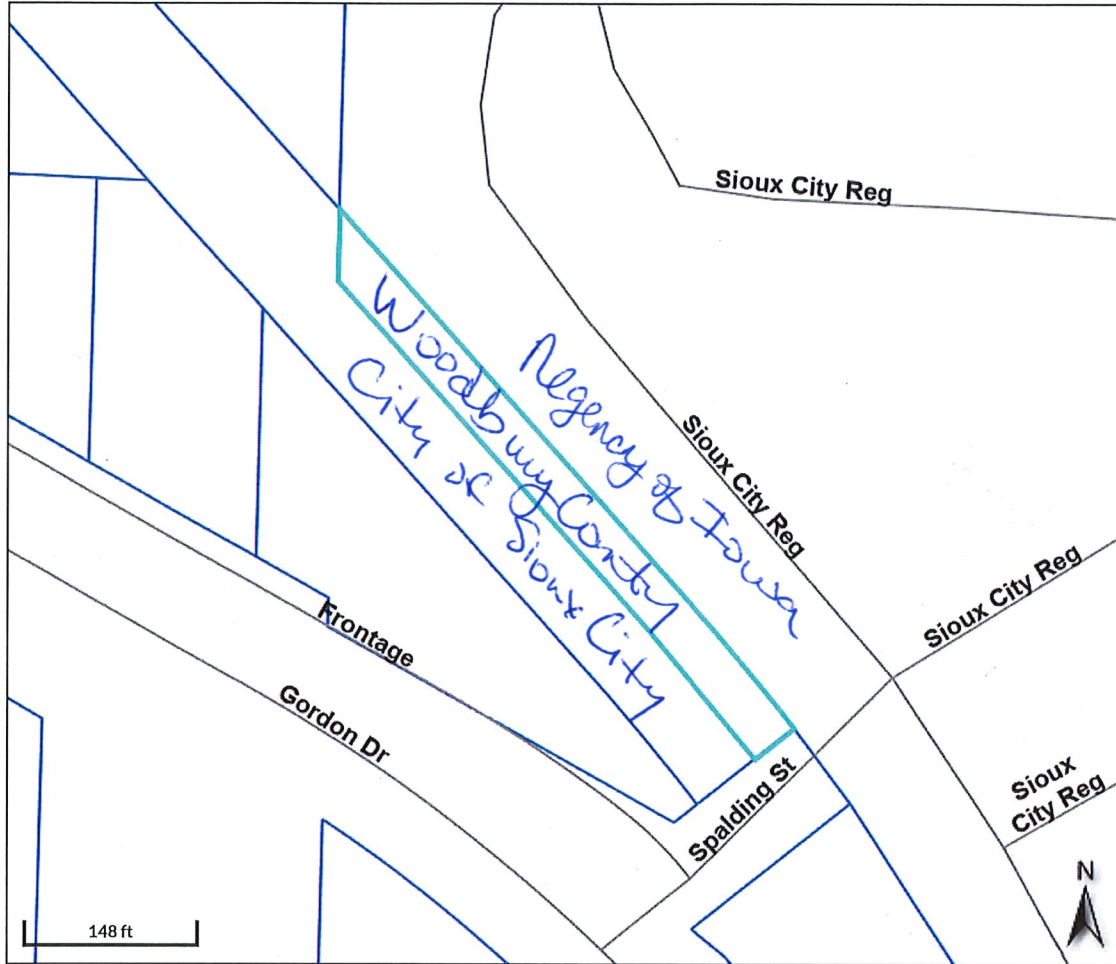


Legend

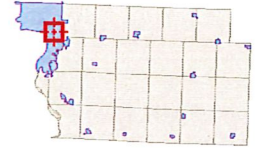
-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

Parcel ID	894735276004	Alternate ID	566689	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	35-89-47	Class	C		620 DOUGLAS ST
Property Address	4103 GORDON DR	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	LL-SC COMM 89-47 A TCT OF RR BEING TH E NE 40 FT OF RR ROW LYING NORTH OF SPAULDING ST & SELY OF W LINE OF SE 1/4 NE 1/4 35-89-47				
	(Note: Not to be used on legal documents)				

Date created: 4/10/2024
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Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

Parcel ID	894735276004	Alternate ID	566689	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	35-89-47	Class	C		620 DOUGLAS ST
Property Address	4103 GORDON DR	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	LL-SC COMM 89-47 A TCT OF RR BEING THE NE 40 FT OF RR ROW LYING NORTH OF SPAULDING ST & SELY OF W LINE OF SE 1/4 NE 1/4 35-89-47				
	(Note: Not to be used on legal documents)				

Date created: 4/10/2024
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RESOLUTION

NOTICE OF PROPERTY SALE

Parcels #894729440013

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

Except West One Hundred feet (W 100') South One-half (S ½) Lot Five (5) Block Forty-three (43) Sioux City Addition, City of Sioux City, Woodbury County, Iowa (204 ½ Kansas Street)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **30th Day of April, 2024 at 4:36 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **30th Day of April, 2024**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$100.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 16th Day of April, 2024.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: Dennis Benson

Date: 4/15/24

Address: 134 Kansas St.

Phone: 712-253-1951

Address or approximate address/location of property interested in:

204 1/2 Kansas St.

GIS PIN # 894729440013

*This portion to be completed by Board Administration *

Legal Description:

Except west 100 feet, South one-half Lot 5 Block 43 Sioux City Addition, City of Sioux City, Woodbury County, Iowa

Tax Sale #/Date: #7 4/20/94

Parcel # 11326

Tax Deeded to Woodbury County on: 9/26/95

Current Assessed Value: Land \$3205 Building 0 Total \$3205

Approximate Delinquent Real Estate Taxes: N/A

Approximate Delinquent Special Assessment Taxes: N/A

*Cost of Services: 0

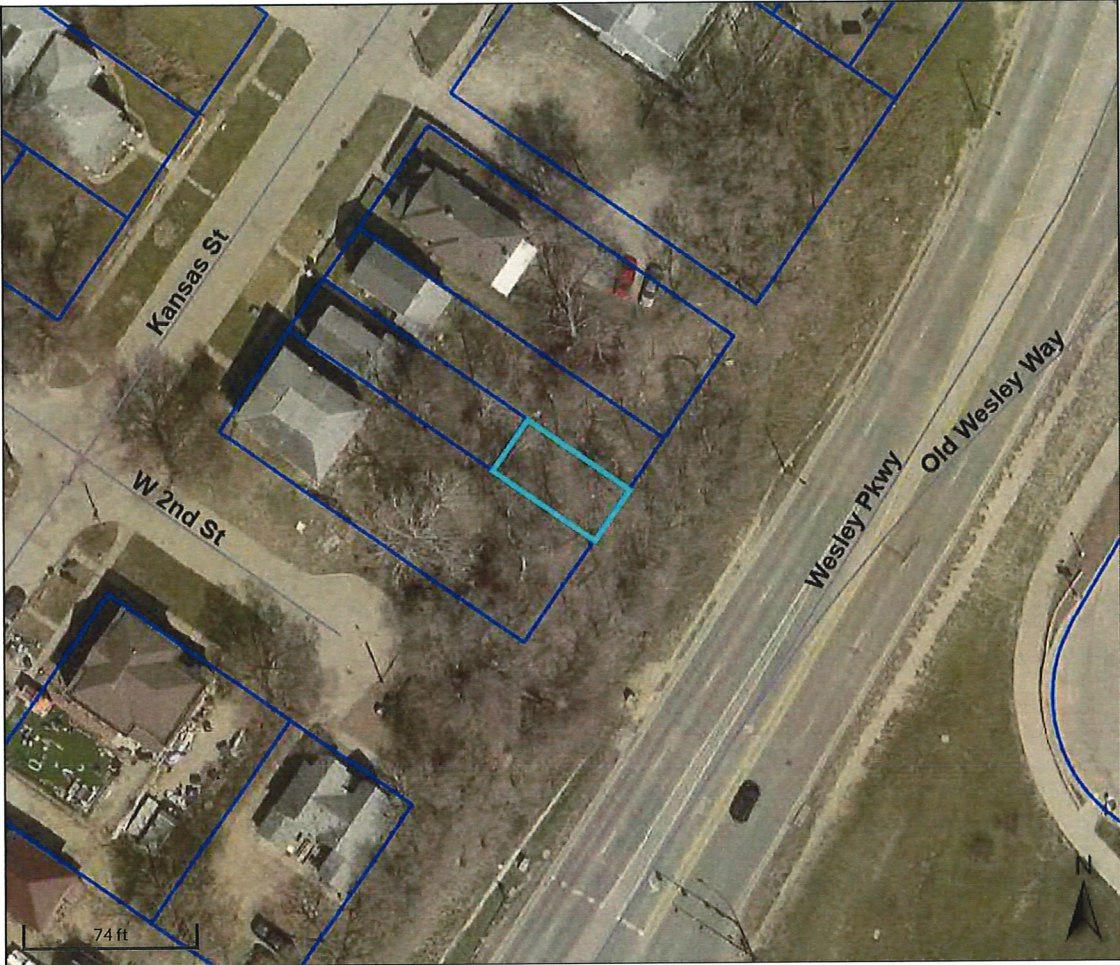
Inspection to: Matthew Borg

Date: 4/19/24

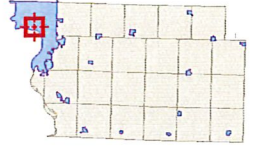
Minimum Bid Set by Supervisor: \$100

Date and Time Set for Auction:

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



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

Parcel ID	894729440013	Alternate ID	11326	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	204 1/2 KANSAS ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	SIOUX CITY ADDN EX W 100 FT S 1/2 LO T 5 BLK 43				
	(Note: Not to be used on legal documents)				

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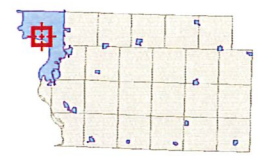
Developed by  **Schneider**
 GEOSPATIAL



Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels



74 ft

Parcel ID	894729440013	Alternate ID	11326	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	204 1/2 KANSAS ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	SIOUX CITY ADDN EX W 100 FT S 1/2 LOT 5 BLK 43				
	(Note: Not to be used on legal documents)				

Date created: 4/9/2024
 Last Data Uploaded: 4/9/2024 12:42:40 AM

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HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: April 16th, 2024

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Almendarez, David	Sheriff's Office	4-22-2024	Civilian Jailer	\$23.97/hour		A	Job Vacancy Posted 12-20-2023. Entry Level Salary: \$23.97
Alvarado, Genneses	Juvenile Detention	4-5-2024	PT Youth Worker			S	Separation
Hinrickson, Blake	Secondary Roads	4-17-2024	Motor Grader Operator	\$27.76/hour	1%=\$.30/hr	T	Position Transfer from Equipment Operator to Motor Grader Operator.
Munhofen, Lewis	Sheriff's Office	4-10-2024	Civilian Jailer			S	Separation

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: _____

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

DATE: April 16th, 2024

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Juvenile Detention	Youth Worker (PT)	AFSCME Juvenile Detention: \$21.41/hour		
Sheriff's Office	Civilian Jailer	CWA: \$23.97/hour		

Chairman, Board of Supervisors

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

Date: 3/29/24

Weekly Agenda Date: 4/16/24

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Tina Bertrand, County Treasurer

WORDING FOR AGENDA ITEM:

Staff Training / Office Closure

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Annually the DOT meets with county staff on a regional basis to offer training and updates for services that are provided on a County level. This years training is scheduled for Thursday, April 25th. This training is important to providing essential services to our community. The Treasurer's office will be closed for staff training session.

BACKGROUND:

On Thursday, April 25th the Treasurer's office will be closed for an all staff training meeting that will be held in Denison IA. The DOT will be offering a DPPA Refresher and tool kit workshop along with training associated with important changes to the State Ag Guide and other vehicle services updates. This training is important to providing essential services to our community.

The DPPA is a Federal Act regarding the handling of personal information. Both the Iowa DOT and Iowa counties are custodians of an enormous amount of data and receives hundreds of requests daily from individuals, companies and other government agencies seeking access to records and data. Much of this data is protected by federal and state law, known as Driver Privacy Protection Act (the DPPA)(18 U.S.C. 2721-25) and state law (Iowa Code 321.11). These laws prohibit the release or use of personal information and sets penalties for violations. As an organization responsible for the PII of millions, efforts must be made to mitigate the risk of improper release of PII. Last year the Iowa DOT issued several guidance documents and memos regarding handling of PII and the use of DOT forms. This training will be valuable for staff to have a better understanding of these requirements.

FINANCIAL IMPACT:

None

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

Yes No

RECOMMENDATION:

Information only, not action required

ACTION REQUIRED / PROPOSED MOTION:

Information only, not action required

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

Date: 4/11/2024 Weekly Agenda Date: 4/16/2024

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

WORDING FOR AGENDA ITEM:

Award quotes for a sectional steel bridge to replace county bridge K-19

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The secondary road department has requested a quote for a sectional steel bridge superstructure to replace a bridge located on Michigan Ave. between 160th St. and Hwy 31

BACKGROUND:

The existing bridge is closed due to structural deterioration. The existing bridge will be replaced with a sectional steel bridge superstructure placed on top of sheet pile abutments that will be let to contract. This is a single source quotation being presented to the board for award. Due to its length, precast superstructure options were not available.

FINANCIAL IMPACT:

The bridge is paid for with local funds.

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

Yes No

RECOMMENDATION:

I recommend that the board of supervisors award the quote for the sectional steel superstructure to North Star Steel.

ACTION REQUIRED / PROPOSED MOTION:

Motion to award the quote to North Star Steel.



Quote

4401 Main Avenue
Fargo, ND 58103
Phone: (866) 982-9511

401 N. Loop 289
Lubbock, TX 79403
Phone: (806) 762-3255

Project Name: Michigan Ave
City, State: Woodbury County, IA
Quote # B04242196
Date: 4/10/2024 *Quotation is valid for 15 days due to steel and fuel volatility*

TrueNorth Steel Territory Manager: Steve Henley
Cell: 701-318-3111
Email: steve.henley@truenorthsteel.com

Estimate Prepared By: Clint LaRowe

BOM Reference: 20750

24x60 Skewed Vehicular Mod Bridge

QTY	SIZE	DESCRIPTION	PRICE
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Below pricing is per attached terms, if additional terms are to be incorporated please contact TrueNorth Steel for updated pricing.

1	24 X 60	<u>VEHICLE BRIDGE</u>	\$130,971
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3 modules for bolt-together field installation
Design Load HL-93
24 Feet Travel Way - inside of rail to inside of rail
60 Feet Travel Length - end to end of girder
Estimated bridge weight is 62371 lbs, estimated heaviest module is 21830 lbs.

TO INCLUDE:

- Structural Support Beams – A588 weathering steel, mill-rolled W-Beam
- Bearing Plates, and Leveling Pads for up to an Elevation Rise of 1.5%
- Rail – Galvanized W-Beam, Non-crash Tested.
- Bridge Deck Surface – Galvanized, 12"x4-1/4" roll or press break formed panels
Configured to accept gravel, timber, or asphalt wearing surface
- Hardware - Weathering steel splice bolts (if required) and bearing assemblies (excludes anchor bolts)
- Design drawings stamped by a IA Professional Engineer

* Price does not include embedded anchor bolts for pre-cast or poured in place concrete.

* TrueNorth Steel will design the anchor bolts for shear and tension of the bolt only for lateral and uplift forces. Embedment and foundation checks by the foundation engineer of record. Any request for TNS to perform checks will be at the cost of the contractor.

* Hardware bolts and fasteners may include foreign/import content. It is TrueNorth Steel's intent to maximize domestic sourcing of raw materials and hardware when available.

Below options are only available for purchase with this bridge for use with this bridge



Delivery

FREIGHT- FOB JOBSITE

Included in Bridge

Includes delivery of all components listed above - unloading/installation by others

All schedules and shipping sequences will be mutually agreed upon by customer and TrueNorth Steel - Schedule will be contingent on material availability and mill rollings.

Freight is based on rates at time of quote, actual costs will be charged at time of delivery.

SPECIFIC EXCLUSIONS

Calculations and Load Ratings (unless otherwise noted specifically in quote); Galvanizing, Paint or any other finishes(unless otherwise noted in quote); Third-party inspection of bridge during fabrication; Design, excavation and construction of bridge abutments; Unloading and assembly of bridge at the project site; Site surveys, permitting or geotechnical evaluations; Supply and placement of reinforced concrete deck (if applicable); Anchor bolt design, supply and installation (unless otherwise specifically noted in quote); Any storage fees (unless otherwise noted specifically in quote); Any freight costs (unless noted specifically in quote); **Any Federal, State, County, or Local Sales Tax.**

TRUENORTH STEEL, INC. - TERMS AND CONDITIONS

1. **ACCEPTANCE.** The following terms and conditions are attached to and incorporated in the quotation. ACCEPTANCE OF THE OFFER REPRESENTED BY THIS QUOTATION IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS HEREOF. NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON THE SELLER.
2. **TERMS.** Seller's quotation is firm for thirty (30) calendar days from the date of the quote, unless otherwise stated on the quote. TrueNorth Steel reserves the right to review and revise pricing based upon steel market conditions. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the mutually agreed upon delivery date or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials within thirty (30) days of the mutually agreed upon delivery date, seller may invoice the Buyer for the materials less freight if applicable and payment is required within thirty (30) days. As an option to Buyer the material may be stored in Seller's yard for a period not to exceed sixty (60) days from the date of invoice and Seller will charge Buyer a storage fee not to exceed 5% of the purchase price per month. Materials stored at Seller's yard in excess of (60) days will be subject to a storage fee of 10% of the purchase price and may be subject to additional charges related to any repair work to protective coatings harmed by weathering while such material is being stored.
3. **CHANGES.** Any requests to change or modify this quotation requires a **WRITTEN REQUEST from Buyer to Seller.** If quantities, design parameters or design layouts change from those detailed on the original quote, the original quote may be deemed invalid and Buyer must request a new quote reflecting actual conditions. Previous delivery schedules and commitments may be altered as a result of changes.
4. **PAYMENT TERMS AND LATE CHARGES.** All sales are COD unless credit is approved in advance. Upon approved credit, payment is due NET 30 DAYS from date invoiced. Down payment of 25% and progress payments may be required. Without credit 50% down and 50% prior to shipment. Buyer shall pay interest charges on all past due amounts at the rate of 1 3/4% PER MONTH (21% per annum), or if that rate is not allowed under applicable law or statute then at the highest rate allowed under applicable law or statute. Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs. If Buyer shall fail to comply with any provision or fail to make payments in accordance with the terms of this contract or of any other contract between Buyer or Seller, Seller may at its option defer further shipments, or without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to Seller's Credit Department. Seller reserves the right before making any delivery to require payment in cash or security payment; and if Buyer fails to comply with such requirement, Seller may terminate this contract.
5. **SALES TAX.** Sales tax is NOT included in any quotation by Seller unless specifically included. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.
6. **FORCE MAJEURE.** Seller does not assume the risk of and shall not be liable for failure to perform any obligation caused by civil insurrection, war, riot quarantine, terrorism, fire, strike, labor stoppages or other labor disturbances, acts of God, acts or omissions of Buyer, acts or omissions of any government body or entity, floods, epidemics, pandemics, freight embargoes, shortages of labor, fuel, energy or materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, accidents to machinery, delays in transportation or any other cause beyond the reasonable commercial control of Seller. Upon the occurrence of any such event, Seller may terminate this Contract without liability. In no event shall Seller be liable to Buyer for any consequential damages or claims for labor resulting from failure or delay in delivery.
7. **DESIGN DRAWINGS.** Seller will commence with bridge design drawings and calculations upon receipt of signed agreement, required deposits, and receipt of all necessary documents from Buyer. Seller is dependent upon Buyer for supplying complete and accurate site information and design parameters. Designs supplied by Seller are based upon information provided by Buyer. Buyer or Buyer's representative is responsible for confirming that all information supplied to Seller is current, accurate and applicable. Scope of Seller's design is limited only to the bridge supplied unless additional design features are specifically requested by Buyer and agreed to by Seller.



8. DELIVERY. Site must be safely and reasonably accessible for an over-the-road truck under its own power. The Buyer is responsible for providing safe means for off-loading on-site and for all rigging equipment, connection of rigging to bridge and lifting and placement of the bridge. Two (2) hours of off-load time is included in the delivery/freight cost per truck. Additional off-load time is provided at \$150/hour, per hour. Buyer will be responsible to reimburse freight carrier for any damage to delivery equipment as part of unloading or any other actions on delivery site.

9. MANUFACTURING VARIANCE. The materials sold hereunder shall be subject to the Seller's standard manufacturing variations, tolerances and classifications.

10. RETURNS. Materials associated with this order may not be returned unless Buyer has received specific approval from Seller in writing.

11. CANCELLATION FOR CONVENIENCE. Due to the project-specific engineered content inherent to the order, cancellations of orders must be mutually agreed upon between Buyer and Seller. If Buyer makes a written request to Seller to cancel this order, Seller at its sole discretion, and only by written notice to Buyer, may authorize Buyer to cancel this order. In that event, Seller shall charge Buyer fully for all services and materials (including raw materials Seller has incoming from outside suppliers) specific to this order and for all work performed.

12. CLAIMS BY BUYER. Passage of title to items sold to Buyer shall occur upon delivery and/or unloading by either party. If Buyer uses its own trucking or other means of pickup or delivery, then passage of title occurs upon completion of items being loaded at TrueNorth Steel facility. Any claims by Buyer must be made promptly in writing and in no event later than thirty (30) days after transfer of title. Written notification from Buyer must detail to the Seller the exact damage or shortcoming of the item and the reason Seller is claimed to be responsible. Seller must be given ten (10) working days to investigate the claim and should the Seller assume responsibility, Seller will be allowed ten (10) additional working days to replace the product or to provide a remedy deemed acceptable by the owner or owner's representative. In any case, Seller must be allowed a reasonable amount of time to correct any claim of deficiency. In no circumstance will Seller assume responsibility or accept charges from Buyer without written acceptance from Seller.

13. LIMITED WARRANTY. In order for there to be any coverage under the warranty herein, the following terms and conditions must be satisfied: (1) The bridge must be (i) installed within the United States and Canada; (ii) the bridge must be installed and maintained in accordance with all applicable manufacturer, owner and industry instructions, specifications and standards that were in effect as of the date of the shipment; (iii) the bridge must be installed and maintained in accordance with all applicable government laws, regulations, rules, ordinances, codes and other requirements that were in effect as of the date of shipment; (iv) the bridge's installation and maintenance must be upgraded in accordance with all manufacturer, industry and/or government instructions, specifications, standards, laws, regulations, rules, ordinances, codes and other requirements that may become effective after date of shipment. (2) Upon discovery of issues related to materials or workmanship or any other matter for which the warranty or other claim may be brought and in accordance with Section 11, the Seller, together with its representatives and anyone else acting on its behalf, must be given written notice of the event and must be given the opportunity to inspect and test the bridge and the site where the bridge was installed before, during and after any change in any condition that might affect the ability of the Seller to determine what happened and/or the cause of what happened. The owner will take all caution and responsibility to determine the safety of the bridge until due process is completed. The owner of the bridge bears the responsibility of establishing that any alleged issues related to materials or workmanship is covered by the warranty herein. (3) If it is established that the event is covered by the warranty herein, the Manufacturer will at its sole option: (i) repair the bridge; or (ii) replace the bridge with a bridge of approximately the same size, design, quality of material and workmanship specified for the original bridge. Manufacturer will repair or replace the bridge within a reasonable time period agreed upon by the manufacturer and owner. If the Manufacturer, at its sole discretion, is unable to repair or replace the bridge, it will refund the original purchase price of the bridge.

What is covered by warranty: Provided that the terms and conditions set forth herein are fully satisfied, "TrueNorth Steel", a registered tradename and its Affiliates (hereinafter refer to as "Seller") warrants the bridge against defective steel materials or workmanship for up to one (1) year following the delivery of the bridge to the customer. Steel decks and wood carry no warranty, with the exception of naturally durable lpe hardwood decking and lpe hardwood attachments shall carry a one (1) year warranty against rot, termite damage, or fungal decay. The warranty coverage provided herein extends only to the initial end user. Extended warranty from the original purchase date must be granted upon written request by a dealer/distributor to the Manufacturer for the initial end user.

What is not covered: (1) The Seller does not warrant any additional accessories and/or other attachments connected to the bridge. Under no circumstances will the Seller be liable for (i) the cost of repair or replacement of any accessories or other attachments to the bridge placed by others including pavement or other materials placed as a driving surface; or (ii) labor costs or other installation costs either for the bridge's original installation or for its repair or replacement or (iii) damage to the bridge or other property resulting from wind, rain, earthquake, building or earth collapse, explosions, and other acts of nature or man; or (iv) damage caused by installation, outside attachments not included in original bridge design, operating, service, maintenance (including de-icing agents) and/or repair practices; (v) failure due to defective materials and/or workmanship occurring later than one (1) year following delivery of the bridge, (vi) delivery to and from Seller's facility for repair or replacement; (vii) any exterior coatings unless specified in writing at time of purchase by the Seller and touch up to exterior coating as a result of delivery or installation, or (viii) any other damages as the result of delivery or installation. (2) This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper installation, maintenance, alteration or any other cause not expressly warranted. This warranty does not cover damage resulting from or relating to the use of any kind of de-icing material. This warranty shall be void unless owner's records are supplied which show that the bridge has been properly maintained. (3) Warranty does not cover any issues related to the design, installation, failure or settlement of the bridge abutment, piling, retaining walls or other structures supporting the bridge. Seller is not responsible for scour, erosion or other design aspects related to soils, foundations or other hydraulic degradation of streams. (3) Warranty does not cover any issues related to the design, installation, failure or settlement of the bridge abutment, piling, retaining walls or other structures supporting the bridge.

LIMITATIONS OF LIABILITY AND DAMAGES AND EXCLUSION OF OTHER REMEDIES. THE FORGOING REMEDY OF REPAIR, REPLACEMENT OR REFUND IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE FROM TRUENORTH STEEL AND ITS AFFILIATES. UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF TRUENORTH STEEL AND ITS AFFILIATES EXCEED THE PURCHASE PRICE OF THE BRIDGE. IN NO EVENT WILL THE MANUFACTURER OR ANY OF ITS EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY CLAIMS FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT OR MATERIALS, DOWNTIME COST, ENVIRONMENTAL LOSS, LOSS OF ENJOYMENT, OR OTHER ITEM OF LOSS OR DAMAGE HOWEVER DESIGNATED, WHETHER SUCH CLAIMS SHALL BE FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CLAIM HOWEVER DESIGNATED, WHETHER SUCH CLAIM ARISES OUT OF OR RESULTS FROM THE LIMITED WARRANTY HEREIN, OR FROM EXPRESS OR IMPLIED WARRANTIES, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION, OR INSTRUCTION FOR INSTALLATION, INSPECTION, REPAIR, MAINTENANCE, SERVICE, OPERATION OR USE OF THE BRIDGE.

DISCLAIMER OF ALL OTHER WARRANTIES

THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TRUENORTH STEEL AND ITS AFFILIATES DO NOT WARRANT PRODUCTS FURNISHED BY OTHER MANUFACTURERS ATTACHED OR UNATTACHED TO THE BRIDGE BEYOND THE ORIGINAL MANUFACTURER'S WARRANTY.



14. INDEMNITY. To the fullest extent permitted by law, Buyer, for itself and its affiliates and subsidiaries, agrees to indemnify, defend and hold harmless Seller and its parent and affiliate companies and their respective officers, directors, shareholders, sureties, insurers, subsidiaries, employees, agents, representatives, and assigns from and against any and all losses, damages, liabilities, obligations, penalties, judgments, awards, costs and disbursements, including, without limitation, any and all costs and attorneys' fees associated with investigating, preparing for and defending against any claim asserted by a third party, arising out of or relating to (a) any personal injury (including death) or property or commercial damage arising out of the failure of any product relating to this Quotation, except to the extent caused by Seller's failure to comply with the plans and/or specifications Buyer provides to Seller for the product(s); (b) Buyer's failure to comply with applicable law, including, but not limited to, failure to warn; and/or (c) any gross negligence, recklessness, or intentional misconduct on the part of Buyer or its employees, agents, representatives, consultants, subcontractors and suppliers (other than Seller), officers, directors, subsidiaries, affiliates, or parent company. Seller shall also be entitled to recover from Buyer all attorneys' fees and costs Seller incurs to enforce this Order (including without limitation these General Terms and Conditions).

15. RIGHTS AND REMEDIES NOT EXCLUSIVE. The foregoing paragraphs of these Terms and Conditions are in addition to, and do not limit Seller's other rights or remedies. A reference to certain rights or remedies in any one paragraph of these Terms and Conditions does not limit Seller's rights or remedies under any other paragraph of these Terms and Conditions, or otherwise under this Purchase Order or at law, in equity or under applicable statute.

16. SEVERABILITY. If any provision of this contract shall be declared unenforceable, only that portion necessary shall be modified or stricken and all other provisions shall remain in full force and effect.

17. WAIVER. Failure of Seller to enforce any right or remedy shall not be construed as a waiver of such right or remedy.

18. GOVERNING LAW. This contract shall be construed, interpreted, and governed by the laws of North Dakota. The exclusive forum for any disputes arising out of or relating to this Contract shall be any federal or state court sitting in North Dakota. The parties irrevocable consent to such exclusive jurisdiction in such courts and to the proper venue therein. If Seller must resort to legal action or remedies, Buyer shall reimburse Seller for all of Seller's legal fees and expenses, whether or not suit is filed by Seller.

BUYER/CUSTOMER PLEASE SIGN HERE:

We hereby order the described material subject to all Terms and Conditions included in this quotation.

Accepted By: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____