A G E N D A

WOODBURY COUNTY BOARD OF SUPERVISORS

MONDAY, NOVEMBER 10, 2014

ITEMS OF BUSINESS

10:00 a.m. 1. Call Meeting to Order, Approval of Minutes of November 4, 2014, Meetings

10:01 a.m. 2. Canvassing of General Election

10:08 a.m. 3. Swearing in of Matthew A. Ung, Board of Supervisors

10:10 a.m. (Set time) 4. Secondary Roads – Mark Nahra
a. Open and Receive Bids for the Grading Project to Improve 220th Street to Allow Replacement of Bridge P6, Project L-B(P6)—73-97. (Special Bridge Levy Project)

10:15 a.m. 5. Discussion and Approval of Claims

10:18 a.m. 6. Human Resources – Ed Gilliland
a. Approval of Memorandum of Personnel Transactions
b. Authorize Chairman to Sign Authorization to Hire

10:20 a.m. 7. $900,000 General Obligation Capital Loan Notes, Series 2014B
a. Approval of Resolution Fixing Date for a Meeting on the Authorization of a Loan Agreement and the Issuance of Not to Exceed $900,000 General Obligation Capital Loan Notes, Series 2014B, of Woodbury County, State of Iowa, and Providing for Publication of Notice Thereof
b. Discussion and Approval of Engagement Agreement with Ahlers and Cooney P.C.

10:25 a.m. 8. Rural Economic Development – David Gleiser
Re: Authorize Chairman to Sign Agreement - Golden Shovel Agency/Online Marketing Campaign

10:30 a.m. (Set time) 9. Secondary Roads – Mark Nahra
Re: Consider Award of Bid for Project Number L-B(P6)—73-97

10:35 a.m. 10. Approval of Resolution Setting Date for a Public Hearing on 2014 Amendment to the Liberty Park Urban Renewal Area and Plan and on Tax Increment Rebate Agreement with CF Industries Nitrogen LLC

10:40 a.m. 11. Hearing of any Individual/Group to Make a Presentation of Item(s) Not On the Agenda And Supervisors' Concerns

ADJOURNMENT

Subject to Additions/Deletions

A G E N D A

WOODBURY COUNTY BOARD OF SUPERVISORS

MONDAY, NOVEMBER 10, 2014

CALENDAR OF EVENTS

TUESDAY, NOV. 11	**10:00 a.m.**	Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, NOV. 12	**8:05 a.m.**	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
	6:30 p.m.	911 Service Board Meeting, Public Safety Center, Climbing Hill
	8:00 p.m.	County's Mayor Association Meeting, Public Safety Center, Climbing Hill
THURSDAY, NOV. 13	**7:00 p.m.**	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
TUESDAY, NOV. 18	**4:30 p.m.**	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
WEDNESDAY, NOV. 19	**12:00 noon**	Siouxland Economic Development Corporation Meeting, Marina Inn
THURSDAY, NOV. 20	**11:00 a.m.**	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
MONDAY, NOV. 24	**6:00 p.m.**	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds,
TUESDAY, NOV. 25	**2:00 p.m.**	Decat Board Meeting, Western Hills AEA, Room F
MONDAY, DEC. 1	**6:00 p.m.**	Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, DEC. 2	**4:00 p.m.**	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, DEC. 3	**12:00 noon**	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, DEC. 4	**5:00 p.m.**	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
TUESDAY, DEC. 9	**10:00 a.m.**	Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, DEC. 10	**8:05 a.m.**	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
THURSDAY, DEC. 11	**7:00 p.m.**	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa

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.

November 4, 2014 — FORTYFIFTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, November 4, 2014 at 10:00 a.m. Board members present were Boykin, Monson, Smith, and Clausen. Staff members present were Karen James, Board Administrative Coordinator, Dennis Butler, Finance/Operations Controller, Joshua Widman, Assistant County Attorney, and Jean Jessen, Deputy Auditor/Clerk to the Board.

1. The meeting was called to order.

   Motion by Monson second by to Smith approve the minutes from the 10/28/14 Board meeting. Carried 4-0. Copy filed.

2. Motion by Smith second by Clausen to approve the County's claims totaling $3,048,286.34. Carried 3-0, Monson abstained. Copy filed.

3a. Motion by Smith second by Clausen to approve the reclassification of Lisa Anderson, Secretary, Human Resources Dept., effective 11/16/14, $22.33/hour, 9%=$1.85/hr. Per Wage Plan comparability with AFSCME Courthouse Contract, from Grade 5/Step 4 to Grade 5/Step 5. and the reclassification of Carlos Lucero, Civilian Jailer, County Sheriff Dept., effective 11/21/14, $17.83/hou, 4%=$.69/hr. Per CWA Civilian Officers Contract agreement, from Class 3 to Class 2. Carried 4-0. Copy filed.

3b. Discussion on differential pay for employees of the Anthon Office of the Treasurer's Department.

   Motion by Smith second by Monson to table action on differential pay for employees of the Anthon Office of the Treasurer's Department. Carried 4-0. Copy filed.

3c. Discussion on Dental Insurance renewal.

   Motion by Clausen second by Smith to approve the Dental Insurance renewal with premium rates of $ 4.58/2015, $ 4.70/2016 and $ 4.82/2017. Carried 4-0. Copy filed.

4. Motion by Monson second by Smith to approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #228300, 1511 Wabash St., Sioux City. Carried 4-0.

RESOLUTION #12,094
NOTICE OF PROPERTY SALE

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

Lot Four in Block Seven, Highland Park Addition to Sioux City, in the County of Woodbury and State of Iowa (1511 Wabash 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 **18th Day of November, 2014 at 10:15 o'clock a.m.** in the meeting room of the Board of Supervisors on the first floor 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 **18th Day of November, 2014,** 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 $256.00** plus recording fees.

Dated this 4th Day of November, 2014.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

5. Discussion on CBM Managed Services contract for the County Jail.

Motion by Clausen second by Smith to approve the Amendment #3 to Food Service Agreement between Woodbury County and CBM Managed Services. Carried 4-0. Copy filed.

6a. Motion by Monson second by Clausen to approve and authorize the Chairperson to sign a contract and bond for Project # P.C.C Patching 2014. Carried 4-0. Copy filed.

6b. Motion by Monson second by Smith to approve and authorize the Chairperson to sign a contract and bond for Project # P.C.C. & HMA Crushing 2014. Carried 4-0. Copy filed.

6c. Motion by Smith second by Monson to approve and authorize the Chairperson to sign a Resolution for Bridge Posting. Carried 4-0.

WOODBURY COUNTY
BRIDGE EMBARGO RESOLUTION
RESOLUTION #12,095

WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.236 Sub. (8), 321.471 to 321.473 to prohibit the operation of vehicles or impose limitations as to the weight thereof on designated highways or highway structures under their jurisdiction, and

WHEREAS: the Woodbury County Engineer has caused to be completed the Structure Inventory and Appraisal of certain bridges according to accepted Bridge Inspection Standards and has determined that the bridges below, require revision to their current load ratings,

NOW, THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors that the following vehicle and load limit be established and that signs be placed advising of the permissible maximum weights thereof on the bridge listed herein.

Bridge No.	FHWA No.	Section Township Range	Posted Limit
C-160	355055	29-89-44	20 tons
D-42	355137	17-89-45	6 tons
G-178	053500	31-88-46	24, 35, 36 tons
L-275	353010	24-88-42	10 tons
L-92-3	352901	21-88-42	Close bridge
M-208	NA <20'	32-87-42	8 tons
M-299	351220	2-87-42	6 tons
N-206	NA <20'	23-87-43	20, 30, 40 tons
O-102	352210	28-87-44	3 tons
Q-10	352490	3-87-46	8 tons
V-84-2	350780	13-86-44	3 tons
X-116	NA <20'	31-86-42	20, 30, 35 tons

Passed and approved this 4th day of November, 2014.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

6d. Motion by Monson second by Smith to approve and authorize the Chairperson to sign a Resolution for Yield Sign. Carried 4-0.

RESOLUTION FOR THE ESTABLISHMENT OF YIELD SIGNS
RESOLUTION #12,096

WHEREAS, under the provisions of Section 321.255 and 321.236 (1c) (6) of the Code of Iowa, the Board of Supervisors and County Engineer are empowered to designate the location and erection of yield signs, and

WHEREAS, the County Board and County Engineer may designate certain roads as through roads with the erection of stop and/or yield signs at specified locations furnishing access thereto or designation of any intersection as a stop or yield intersection and erect like signs at one or more locations of access to such intersections.

WHEREAS, traffic on Eastland Avenue is endangered by traffic at the intersection of 200th Street, and

WHEREAS, traffic on 190th Street is endangered by traffic at the intersection with Eastland Avenue,

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Woodbury County on this 4th day of November, 2014, recognize as official the location of yield signs at the intersections described below:

1. A YIELD sign at the intersection in Section 28, T88N, R45W designated as the intersection of 200th Street and Eastland Avenue, causing Westbound (200th Street) traffic to yield to traffic on Eastland Avenue.
2. A YIELD sign at the intersection in Section 21, T88N, R45W designated as the intersection of 190th Street and Eastland Avenue, causing Northbound (Eastland Avenue) traffic to yield to traffic on 190th Street.

Passed and approved this 4th day of November, 2014.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

6e. Motion by Monson second by Clausen to approve and authorize the Chairperson to sign Highway 20 Detour Agreement with Iowa DOT in 2016. Carried 4-0. Copy filed.

6f. Motion by Monson second by Clausen to approve and authorize the Chairperson to sign Highway 31 Detour Agreement with Iowa DOT in 2015. Carried 4-0. Copy filed.

7. The Chairperson asked if there were any individuals or groups wishing to make a presentation of items not on the agenda, or Supervisors concerns.

8. The closed session was cancelled.

The Board adjourned the regular meeting until November 10, 2014.

OATH OF OFFICE

I, Matthew A. Ung, solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially to the best of my ability discharge the duties of the office of County Board of Supervisors in Woodbury County, Iowa, as now or hereafter required by law.

_____

STATE OF IOWA }
} **ss:**
COUNTY OF WOODBURY }

On the 10th day of November, 2014, before me, the undersigned, a Judge of the Third Judicial District in and for said County and State, personally appeared Matthew A. Ung to me personally known to be the identical person named in and who executed the within and foregoing oath of office, and acknowledged that he executed the same as now and hereafter as required by law.

_____

Judge of the Third Judicial District for the State of Iowa

Date: November 5, 2014

TO: Board of Supervisors

FROM: Mark Nahra, County Engineer

RE: Tuesday, November 10, 2014 Meeting

I am requesting the following agenda items for the Board's consideration.

- Open and receive bids for the grading project to improve 220th Street to allow replacement of bridge P6, project L-B(P6)—73-97. (special bridge levy project) (set time 10:10)

- Consider award of bid for Project Number L-B(P6)—73-97. (set time 10:30)

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: November 10, 2014

*** 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
Ung, Matthew	Board of Supervisors	11-10-14	Board Member	$32,185/year		A	Elected Official.

APPROVED BY BOARD DATE: _____

GLORIA MOLLET, ASST. HR DIRECTOR Gloria Mollet

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: November 10, 2014

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Secondary Roads	(6) Temporary Equipment Operators	Wage Plan: $20.71/hour		
	*Please see attached memo.			

Chairman, Board of Supervisors

(AUTHFORM.doc/FORMS)

Woodbury County Secondary Roads Department

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

COUNTY ENGINEER
Mark J. Nahra, P.E.
mnahra@sioux-city.org

ASSISTANT TO THE COUNTY ENGINEER
Benjamin T. Kusler, E.I.T.
bkusler@sioux-city.org

SECRETARY
Tish Brice
tbrice@sioux-city.org

To: George Boykin, Woodbury County Board of Supervisors Chair
Ed Gilliland, Woodbury County Human Resources Director

From: Mark J. Nahra, County Engineer

Date: November 4, 2014

Subject: Temporary Equipment Operator Positions

The Secondary Road Department is requesting that authorization be given for hiring up to six temporary equipment operators for our department to assist with winter snow removal.

Prior to the temporary full time staff reductions we have completed through attrition over the past four years, we were bringing on two part time operators each winter. With the one FTE temporary staff reductions at all four maintenance districts in place, the use of six part time staff members for winter will allow us to maintain our past level of snow removal effort.

Please contact me if you have any questions. Thank you for your assistance and attention.

AHLERS & COONEY, P.C.
100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
FAX: 515-243-2149
WWW.AHLERSLAW.COM

R. Mark Cory
RCory@ahlerslaw.com

Direct Dial:
515.246.0378

October 31, 2014

Via UPS Next Day Delivery
Michael R. Clayton
County Treasurer
Woodbury County Courthouse
620 Douglas Street
Sioux City, IA 51101-1248

Re: Woodbury County, State of Iowa - Not To Exceed $900,000 General Obligation Capital Loan Notes, Series 2014B

Dear Mike:

We have now prepared and are enclosing suggested proceedings to be acted upon by the Board in fixing the date of a meeting on the proposition to enter into a loan agreement and issue the above mentioned notes and ordering publication of a notice of hearing consistent with the provisions of Code Sections 331.402 and 331.443 (See publication requirement.)

Publication Requirement - Notice of Hearing.

Notice of this meeting must be published at least once in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The date of publication is to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the notes. In computing time, the date of publication should be excluded. If the last day falls on Sunday, the whole of the following Monday should be excluded. [See Section ICS 4.1(34).]

At the time of hearing the Board shall receive oral or written objections from any resident or property owner to the proposed action to enter into a loan agreement and issue the notes. After all objections have been received and considered, the Board is required, at that meeting or at any adjournment thereof, to take additional action for the authorization of a loan agreement and the issuance of the notes or to abandon the proposal.

The Board is required by statute to adopt the resolution instituting proceedings to enter into a loan agreement and issue the notes at the hearing or an adjournment thereof.

Also enclosed is an extra copy of the proceedings to be filled in as the original and certified back to this office, together with publisher's affidavit of publication of notice of hearing.

We are also enclosing an extra copy of the notice of hearing to be delivered to the newspaper for publication purposes. A certificate to attest the proceedings is also enclosed.

We will prepare and forward to you in the near future, suggested procedure to be acted upon on the date of hearing. Please let us know the date you have set for the hearing to allow us to prepare the hearing procedure in a timely manner. If you have any questions pertaining to the proceedings enclosed or the above instructions, please do not hesitate to either write or call.

Very truly yours,

R. Mark Cory
FOR THE FIRM

RMC:js
Enclosure
cc: Dennis Butler

01063283-1\18799-021

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body:	The Board of Supervisors of Woodbury County, State of Iowa.
Date of Meeting:	November 10, 2014.
Time of Meeting:	_____ o'clock _____.M.
Place of Meeting:	Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Not To Exceed $900,000 General Obligation Capital Loan Notes, Series 2014B.

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the County thereunder.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Chairperson pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

_____
County Auditor, Woodbury County, State of Iowa

November 10, 2014

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

_____

_____

Absent: _____

* * * * * * *

Board Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $900,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2014B, OF WOODBURY COUNTY, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Board Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

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

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $900,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2014B, OF WOODBURY COUNTY, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Woodbury County, State of Iowa, should provide for the authorization of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, Series 2014B, to the amount of not to exceed $900,000, as authorized by Sections 331.402 and 331.443, Code of Iowa, as amended, for the purpose of providing funds to pay costs of carrying out an essential county purpose project as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, Series 2014B, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action;

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

Section 1. That this Board meet in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at _____ o'clock _____.M., on the _____ day of _____, 2014, for the purpose of taking action on the matter of the authorization of a Loan Agreement and the issuance of not to exceed $900,000 General Obligation Capital Loan Notes, Series 2014B, to evidence the obligations of the County thereunder for an essential county purpose, the proceeds of which will be used to pay costs of construction, reconstruction, improvements and repairs or equipping of bridges, roads and culverts which assist in economic development which creates jobs and wealth.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, Series 2014B, evidencing the County's obligations to a principal amount of not to exceed $900,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County, the publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of Notes.

Section 4. The notice of the proposed action shall be in substantially the following form:

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, STATE OF IOWA ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $900,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2014B, (FOR AN ESSENTIAL COUNTY PURPOSE) AND THE PUBLIC HEARING ON THE AUTHORIZATION AND ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Woodbury County, will hold a public hearing on the _____ day of _____, 2014, at _____ o'clock _____.M., in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed $900,000 General Obligation Capital Loan Notes, Series 2014B, (for essential county purpose(s)), in order to pay costs of construction, reconstruction, improvements and repairs or equipping of bridges, roads and culverts which assist in economic development which creates jobs and wealth. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County, to the above action. After all objections have been received and considered, the Board will at this meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder or will abandon the proposal.

This Notice is given by order of the Board of Supervisors of Woodbury County, State of Iowa, as provided by Sections 331.402 and 331.443 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2014.

_____

County Auditor of Woodbury County, State of Iowa

(End of Notice)

PASSED AND APPROVED this 10th day of November, 2014.

_____
Chairperson

ATTEST:

_____
County Auditor

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

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

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2014.

_____
County Auditor for the Board of Supervisors of
Woodbury County, State of Iowa

(COUNTY SEAL)

ORIGINAL

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting County Auditor and Secretary of the Board of Supervisors in Woodbury County, State of Iowa, and that as such Auditor and by full authority from the Board of Supervisors of the County, I have caused a

NOTICE OF PUBLIC HEARING
(Not To Exceed $900,000 General Obligation Capital Loan Notes)

which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy to be published in the "_____", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and having general circulation in the County, and that the notice was published in such newspaper in all of the issues thereof published and circulated on the following date:

_____, 2014.

WITNESS my official signature this _____ day of _____, 2014.

_____
County Auditor of Woodbury County, State of Iowa

(SEAL)

01063281-1\18799-021

COMPLETE AND RETURN TO
R. MARK CORY

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting County Auditor and Secretary of the Board of Supervisors in Woodbury County, State of Iowa, and that as such Auditor and by full authority from the Board of Supervisors of the County, I have caused a

NOTICE OF PUBLIC HEARING
(Not To Exceed $900,000 General Obligation Capital Loan Notes)

which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy to be published in the "_____", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and having general circulation in the County, and that the notice was published in such newspaper in all of the issues thereof published and circulated on the following date:

_____, 2014.

WITNESS my official signature this _____ day of _____, 2014.

_____
County Auditor of Woodbury County, State of Iowa

(SEAL)

01063281-1\18799-021

ENGAGEMENT AGREEMENT

The purpose of this Engagement Agreement ("Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers and Cooney, P.C., in its capacity as Bond Counsel, to the County of Woodbury, Iowa (the "Issuer") in connection with the issuance of bonds, notes, and other obligations ("Bonds")

SCOPE OF ENGAGEMENT

In the role of Bond Counsel, we will provide the following services:

1. Prepare and review documents related to the authorization, issuance and delivery of the Bonds (the "Proceedings").
2. After proper approval and execution of the Proceedings, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment with regard to the legality of the security pledged, and the excludability of interest on the Bonds from gross income for federal tax purposes, as applicable.
3. Review those sections of any offering or disclosure documents (the "Offering Documents") to be disseminated in connection with the sale of the Bonds related solely to the description of the Bonds, the legal basis for the security pledged, the tax-exempt status of the Bonds, and excerpts, summaries or copies of the Bond Opinion; and in the event Issuer retains separate Disclosure Counsel we will coordinate with said Disclosure Counsel in regards to the above-identified information we are reviewing in the Offering Documents.
4. Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
5. Prepare procedure to advertise and direct the sale of Bonds when we are advised that a particular issue of Bonds will be sold at public sale, and prepare procedure accepting a proposal to purchase the Bonds when we are advised that the sale of a particular issue of Bond will accomplished by negotiated sale.
6. Draft the Continuing Disclosure Certificate of the Issuer, if applicable.
7. Prepare an IRS Form 8038-G or 8038-GC, when applicable.

As Bond Counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser thereof or other persons, and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those expressly set forth above. This Engagement Agreement does not include the following services, or any other matter not required to render our Bond Opinion:

a. Except as described in paragraph (3) above, assisting in the preparation or review of the Offering Documents with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Offering Documents do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. This engagement does not include the services of Disclosure Counsel.
b. Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
c. Drafting state constitutional or legislative amendments.
d. Pursuing test cases or other litigation, such as contested validation proceedings.
e. Except as described in paragraph (6) above, assisting in the preparation of, or opinion on, a continuing disclosure undertaking pertaining to the Bonds, or after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking, including monitoring Issuer's continued compliance with the undertaking.
f. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
g. After Closing a particular issue of Bonds, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on that issue of Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written Engagement Agreement will be required before we assume one or more of the above duties.

Services listed in subparts (h)–(k), below, are not included in this Engagement Agreement, nor will they be provided at any time.

h. Acting as an underwriter, or otherwise marketing the Bonds.
i. Acting in a financial advisory role.
j. Preparing blue sky or investment surveys with respect to the Bonds.
k. Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon our receipt of notification that Bond Counsel servies are requested under this Engagement Agreement, the Issuer will be our client and an attorney-client relationship will exist between us as outlined above. We assume that all other parties to each such transaction will retain such counsel as they deem necessary and appropriate to represent their interests. We further assume that all parties understand that in each such transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement ageement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Each representation of the Issuer and the attorney-client relationship for the Bonds created by this Engagement Agreement will be concluded upon issuance of that respective issue of Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

FEES

We will charge a flat fee of not to exceed $5,000 for services rendered and out of pocket expenses under this Agreement and will notify you and your Municipal Advisor, if applicable, of the applicable fee for each issue of Bonds. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the Bond Counsel services outlined above, but we will do so in the event that circumstances require. If, at any time, we believe that an adjustment of our flat fee is necessary during an engagement as Bond Counsel for a particular issuance of Bonds, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds to be issued differs significantly from the amount stated at the time we advise you of our fee; (b) there are material changes in the structure, security or opinion from the description of the Bonds after we advise you of our fee; or (c) unusual or unforeseen circumstances arise which require a significant increase in the services rendered, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents at the request of the Issuer, any agent acting on your behalf (such as a financial advisor), the purchaser, a bond insurer, other counsel providing services with respect to issuance of a particular issuance of Bonds.

In addition to the flat fee, we will bill you for all expenses incurred on your behalf, such as travel cost reimbursement, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research, bond printing, and other related expenses. Generally these expenses will not exceed $400. We will contact you prior to incurring expenses that exceed that amount.

Our statement for services and expenses will be sent after each particular issue of Bonds have been closed and is due and payable within thirty (30) days of reciept.

If, for any reason, you terminate the engagement on a particular issue of Bonds covered by this Agreement before closing a particular issue of Bonds are not issued for any reason, or the Bonds are issued without the delivery of our Bond Opinion, we will bill you for the services rendered on your behalf up to that point. These services will be billed at the normal hourly rates for those attorneys and legal assistants who have performed such services. We will also then bill you for all expenses we have incurred as outlined above. My current hourly rate is $275. Work performed by associates will be billed at $175 per hour. Services performed on your behalf by legal assistants will be billed at $100 per hour.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this engagement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

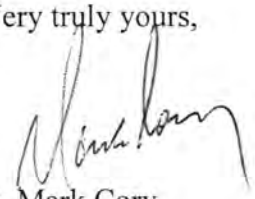
APPROVAL

Please carefully review the terms and conditions of this Agreement. **If the above correctly reflects the terms of this engagement, please obtain approval by your governing body, and execute, date and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to write or call.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,



R. Mark Cory
FOR THE FIRM

Accepted:

Woodbury County, State of Iowa*

By: _____ Date: _____

*Approved by Resolution No. _____ of the governing body on _____, 2014.

01063407-1\18799-021

Golden Shovel Agency Agreement
to Provide the Economic Gateway Service

This Agreement for website services ("Agreement") is dated 10.31.2014 by and between Golden Shovel Agency, LLC, 43 East Broadway, Suite 105, Little Falls, Minnesota 56345 ("Golden Shovel"), and Woodbury County Department of Rural Economic Development ("Client").

1. Services

A. *Website.* Golden Shovel agrees to provide Client with the "Economic Gateway" service through a website ("Website") with the following features:

Services:

- **Planning & Custom Design**
- **Content Management System**
  - *Page Adding & Editing Functionality*
  - *Social Media Integration*
  - *User Training*
  - *30 Hours Website Content Population*
  - *Search, Tracking & Report*
- **GateKeeper Services:**
  - **Strategy Development**
  - **Initial Setup & Training**
  - **Maintenance & Reports**
  - ***Golden Touch* customer support & consultation**
- **Maintenance:**
  - **Hosting**
  - **Training**
  - **Software Updates**

Modules:

- **Homepage Showcase**
- **News & Events**
- **LocationOne Integration**
- **Business Directory**
- **Community Profiles**
- **Projects Directory**
- **Incentives Directory**
- **Resource Library**
- **Staff Directory**
- **Contact Form Manager**
- **Secure Board Section**
- **Fast Facts**
- **Translation Tool**
- **Mobile Version**

**** Golden Shovel does not provide Email Hosting services. Client will be responsible for maintaining Email Hosting services with the service provider that best suits their needs according to their requirements.***

General Assumptions:

1. Golden Shovel and its subcontractors will develop all aspects of the proposed application unless otherwise noted and will retain ownership of programming code.
2. When third-party solutions (Google, etc.) are integrated, it is assumed that Client accepts all

applicable Terms and Conditions.

3. Client will be responsible for all website administrative functions including supplying and entering copy, photos and other website content unless otherwise noted.
4. The parties acknowledge that Golden Shovel submitted a proposal ("Proposal") in response to the Request for Proposal – Website and Online Marketing Campaign for the Woodbury County Rural Economic Development Department dated September 2013 ("RFP"). Said RFP and Proposal are attached hereto and by this reference made a part hereof. Golden Shovel will perform its obligations as set forth in the Proposal.

B. *Maintenance.* Golden Shovel or its subcontractors will host the Website and will ensure that the site is up at least 99% of the time or as is commercially reasonable.

C. *Support.* Golden Shovel will provide email and phone customer support on business days between 8:00 a.m. and 5:00 p.m. Central Time, with a 36 hour maximum response time.

2. Payment for Services

For creation of the website with the services and modules set forth above, Client shall pay Golden Shovel the sum of **$9,500, with one-half of such sum ($4,750) payable upon execution of this Agreement and the final half ($4,750) payable when the website is soft launched.** Client shall pay Golden Shovel the sum of **$9,500 annually in one single installment,** for renewal of services (hosting, maintenance, technical support and Gatekeeper service) **at soft launch anniversary.**

- ***Client will be responsible for domain registration and any correspondent fee. Client will own the URL and Golden shovel will host it.***

Assistance with content changes, is provided through the GateKeeper service after soft launch. An allotment of 4 hours/month is available to Client for assistance on selected changes. If more than the available content assistance hours are required after website is soft launched, then a list of all required content changes must be provided by the client for review of feasibility and estimation will be provided to client.

Design changes required after soft launch, must be listed too, for review of feasibility. Additional features or changes requested by client, such as custom elements integration, third-party software/updates or changes out of the scope of services included as part of the Gateway modules above described that may require additional development, will be reviewed for feasibility and estimation will be provided to client.

The agreed-upon work will be estimated and billable at a rate of $150/hour. Any major changes to the project will require an addendum and no changes or additions will be made without Client's consent.

In addition to the foregoing fees, Client agrees to pay any sales, use or value-added taxes, if any, applicable to the services provided hereunder. Payment is due upon receipt of invoice, and interest of 1.5% per month will be added to any unpaid balance 30 days after payment is due.

3. Relationship of Parties

Golden Shovel is an independent contractor and not an employee or affiliate of Client. No partnership,

joint venture franchise or employment is created by this Agreement, and each party is responsible for providing benefits for its own employees, for paying its own taxes and expenses, and for maintaining its own books and records regarding the same.

4. Confidentiality

A. "Confidential Information" means any and all information related to the business or affairs of Golden Shovel or Client, including without limitation the terms of this Agreement and each party's research, development, products, methods of manufacture or process, means of development, trade secrets, business plans, customers, finances, or personnel data. "Confidential Information" does not include any information: 1) which the receiving party ("Recipient") rightfully knew before it was disclosed by the disclosing party ("Discloser"); 2) which has become publicly known through no wrongful act of Recipient; 3) which Discloser intends to make public through this Agreement; or 4) which the Recipient developed independently.

B. All Confidential Information remains the property of Discloser, and no license or other right in any Confidential Information is granted to Recipient by this Agreement. Recipient agrees not to disclose any Confidential Information to any third party or otherwise, and to take all reasonable precautions to prevent its unauthorized dissemination, both during and after the term of this Agreement. Upon Discloser's written request, Recipient agrees to return to Discloser all Confidential Information, including but not limited to all computer programs, documentation, notes, plans, drawings, and copies thereof.

C. Notwithstanding the foregoing, the parties acknowledge that Client is a governmental body and both parties must comply with the Iowa Open Records Act, Code of Iowa, Chapter 22. Golden Shovel shall treat any private or confidential government data in accordance with the Act.

5. Ownership of Work Product

Client retains ownership rights in all data, information, drawings, pictures or writings it provides Golden Shovel under this Agreement ("Client Data"), and represents that it has the necessary legal rights in any intellectual property associated with the Client Data. Except for the Client Data, all software programs, means of development, works, derivative works, products, designs and other results of the services performed by Golden Shovel in connection with this Agreement, including the Website ("Golden Shovel Work Product"), shall be the sole property of Golden Shovel or its subcontractors, except that Client is hereby granted a non-exclusive, limited license to use the Golden Shovel Work Product for the purposes intended by this Agreement, but for no other purpose.

6. Indemnification

To the extent permitted by Iowa law each party agrees to defend and indemnify the other party and their respective officers, directors, shareholders, employees, agents and affiliates, from all claims, demands, causes of action, costs, liability, expenses, damages, and amounts reasonably paid in settlement to the extent caused by the indemnifying party's acts, errors, omissions or breaches of this Agreement.

7. Term and Termination

This Agreement shall continue until terminated, and termination may be effected only as follows:

1. By either party by written notice to the other party if a receiver shall have been appointed over the whole or any substantial part of the assets of the other party, a petition or similar document is

filed by the other party initiating any bankruptcy or reorganization proceeding or such a petition is filed against the other party and such proceeding shall not have been dismissed or stayed within sixty (60) days after such filing;

2. By either party upon written notice if the other party has materially breached the terms of this Agreement and fails to cure such breach within ten (10) business days after receipt of written notice of such default; or
3. By either party upon thirty (30) days advance written notice to the other party (subject to any fee modifications as set forth in section 2 above).

In the event of termination by either party, the Client shall be obligated to pay only for actual services provided by Golden Shovel and for expenditures incurred with the Client's approval. If agreement is terminated by Client within the specified term time of services, Golden Shovel will provide a refund for the prorated amount of unused services.

The provisions of this Agreement which by their nature are intended to survive termination or expiration of this Agreement shall survive expiration or termination of this Agreement, including without limitation the rights and obligations set forth in sections 2, 3, 4, 5, 6, 8, 9, and 11.

8. Disclaimer of Warranties and Limitation of Liability

Except as expressly stated in this Agreement, the Website is provided without warranty, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular Shovel Group") are not liable to Client for any indirect, incidental, special or consequential damages incurred or suffered by Client arising out of or in connection with this Agreement, including without limitation lost revenue, loss of income or loss of business advantage, even if a party has been advised of the possibility of such damages.

9. Mediation, Arbitration; Governing Law and Venue; Equitable Relief

In an effort to resolve any conflicts that arise out of the services under this Agreement, all disputes between Golden Shovel Group and Client arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencing arbitration or litigation.

This Agreement is made in Iowa and shall be governed by and construed in accordance with the laws of the State of Iowa without reference to choice of law principles.

10. Entire Agreement, No Additional Terms

This is the entire Agreement between the parties with respect to its subject matter and supersedes all prior agreements. All additions or amendments to this Agreement must be in writing and signed by the party sought to be bound.

11. Other Provisions

Neither this Agreement nor any part may be assigned, sublicensed or otherwise transferred by either party without the other party's prior written consent • This Agreement is binding upon and shall inure to the benefit of the legal successors and assigns of the parties. • If any provision of this Agreement is found to be void, invalid, unenforceable or illegal, the validity and enforceability of the other provisions will not be affected and any unenforceable provision shall be modified and interpreted so as to best accomplish the intent of such provision. • Neither party shall be deemed to be liable for any provisions under this Agreement for failures in performance resulting from acts or events beyond the reasonable control of the party including, but not limited to, delays in transportation, storms or extreme weather conditions, fire,

explosion, flood, strike, riot, or unavailability of communications, power, or telephone lines, supplies, or service, delay in delivery, failure or malfunction of equipment or of software, or similar catastrophe, or other acts of God. • Failure to enforce any provision of this Agreement is not a waiver of the provision or of the right to enforce the provision later. • The headings and captions are inserted for convenience only and do not constitute a part of the Agreement. • This Agreement may be signed in counterpart.

IN WITNESS WHEREOF, Woodbury County Department of Rural Economic Development and Golden Shovel Agency, LLC have executed this Agreement on the dates set forth below, to be effective as of the day and year first set forth above.

Woodbury County Department of Rural Economic Development

By _____

Its Director

Date: 11/6/14

Golden Shovel Agency, LLC

By _____

Its VP of Sales

Date: 11-3-14

Woodbury County Board of Supervisors

By _____
Chairman of the Board of Supervisors

Date: _____

Proposal prepared for
Woodbury County Department of Rural Economic Development

David Gleiser
Rural Economic Development Director

Golden Shovel AGENCY
Groundbreaking Web Solutions for Community Development

Woodbury County Department of Rural Economic Development Gateway Website

- ***Website Design and Content Management System***
- ***Website Maintenance***
- ***Gatekeeper Social Media Management Service***

ECONOMIC GATEWAY
Greater America Online

Prepared by:

John Marshall
Vice President of Sales
jmarshall@goldenshovelagency.com
Direct: (651) 353-6655

Golden Shovel Agency
43 East Broadway Street
Little Falls, MN 56345
Phone: (888) 266-4778
www.GoldenShovelAgency.com

This proposal expires 10/31/2014

© 2014 Golden Shovel Agency. This proposal is intended solely for the use of the addressee and may contain confidential information. Any dissemination, distribution, copying, or other use of this document is strictly prohibited.

Golden Shovel Agency appreciates this opportunity to submit a proposal to Woodbury County Department of Rural Economic Development. We are confident that our solution can fulfill the expectations of your organization with an easy to navigate website with a friendly interface and easy to update and maintain with all the necessary tools to present the organization in its best light. Our proposal includes an Economic Gateway web portal combined with our Gatekeeper Social Media Service, that would powerfully connect the organization's message, using a friendly interface, to provide efficient customer service to its users.

- All of our Economic Gateway websites are built with our full suite of available modules, providing the necessary tools, at a low cost for users to access information, directories, making it easier for audiences to interact with your organization. With Woodbury County's leadership, the website would provide efficient communication, share important website tools and data, and present a unified online presence to your audiences.

- Along with a professional website, our GateKeeper service keeps the website and social media accounts hosted, maintained and upgraded. We also will create an online marketing strategy, develop original content and meet monthly to assist in keeping the online message current and goal focused.

Specific Goals of the Project

- Promote retention and expansion of existing business
- Provide detailed information to engage with community and educate audiences about organization's goals
- Create awareness of available local, state and federal incentives programs such as: TIF, rebates, incentives, 2% loan program to attract new business and industries
- Build an easy to navigate website with a friendly interface that aligns with Woodbury County's goals and message

Project Overview

- The Economic Gateway will provide Woodbury County Department of Rural Economic Development with a larger web presence, targeted to its different audiences. Golden Shovel has developed a proven process to engage with stakeholders, identify marketing goals, leverage local assets and set up an ongoing communications plan with the flexibility to change as needs change. Part of our method is to review current online efforts and make suggestions to any missed opportunities, offer solutions and assistance. The Economic Gateway is designed to provide accurate, current and comprehensive information to your audiences, in a visually appealing, user-friendly way. All of our websites include our full suite of modules and services specifically designed and implemented to better serve your audiences and keep the website current and goal focused. The development process will include the following services, modules and features:

A. Services & Modules

- **Planning & Design:** We have developed a proven planning-and-design proces that progresses from site outlines to main designs. We will provide designs to client for selection of layouts and main structure of website.
  - We will present up to two different designs for the home page and the sut pages of the website for Woodbury County's review and final approval.

- **Social Media Integration:** Buttons to join Facebook, Twitter, YouTube or other social networking tools will be on the homepage of the website. All pages throughout the site have "click-to-add" functionality so visitors can share the

ECONOMIC GATEWAY
Greater America Online

content with their networks.

- **Homepage Showcase:** This module will add emphasis to Woodbury County's unique programs of interest and link to key features of your site with rotating banner images and text.

- **Community Profiles:** This section will provide important community data to site selectors, businesses and communities using a dynamic feed generated through ESRI, the GIS data leader provider.

- **Real Estate Database:** We will fully integrate the LocationOne GIS based site selection tool.

- **News & Events Calendar:** A key communication tool for keeping visitors apprised of the latest events, press releases, relevant news and to keep fresh content about the region, its growth and business opportunities.

- **Business Directory:** Helps you to promote businesses of interest to your audience, highlight industry clusters and to support community organizations within the region with contact information. Support businesses can also be listed to support businesses in the community (banks, chambers, foundations, entrepreneurial centers, universities)

- **Incentives Directory:** This directory contains information on incentives available in your region and/or from your organization (TIF, rebates, incentives, 2% loan program). Its main function is to organize this information and make it available to your audiences.

- **Projects Directory:** Google Maps based searchable directory that locates projects that your organization has assisted with and current projects you are working on and it is designed to promote awareness and to share success stories.

- **Contact Form Manager:** You will have the ability to create recipients for your contact form without exposing your email addresses, to keep them protected from spammers/spambots.

- **Resource Library:** Allows for a variety of documents and media files to be organized and viewed online, creating a centralized selection of resources such as file downloads, PDF maps, video and audio clips, photos and links while allowing your site visitors to view them online.

- **Staff Directory:** Allows you to highlight your staff and organization members bringing a human face to the organization while also providing your site visitors with contact info.

- **Secure/Private Section:** At the bottom of each page there is a link for internal staff or board members to log in and view more sensitive information provided by the organization.

- **Fast Facts:** Graphical area that combines images and text that rotate on the website to add visual interest to pages and highlight historical facts, testimonials, key events, quotes, trends or any other relevant information.

- **Translation Tool:** We integrate Google's translation tool into the design so viewers can read the website in Spanish, Japanese, Chinese, Korean, German, Italian and many other languages.

- **Google Keyword Search:** Your site visitors will be able to easily find the specific content they are looking for by using keywords.

B. Content Management System

- The Economic Gateway CMS itself is an open source but proprietary-based system that has been highly customized with tools designed specifically for economic development. Unlike the more commercial versions designed for web developers, we have removed unnecessary functionality and streamlined the admin functions to better serve users without programming/development experience. 90% of the website is updateable by the client. The main reason for Golden Shovel to maintain control of the CMS is so we can add ongoing updates as the technology and industry demand. We make additions to the Economic Gateway quarterly and make them available to our clients at no additional charge.

    - Golden Shovel will assist in getting the initial portal up and running with 20 hours allocated to transferring data from Woodbury County's existing website, databases and/or CRM platform (if available) to the Gateway, laying out content and populating directories.

C. Features

- **Mobile Friendly:** The Gateway platform is completely designed to be mobile friendly. The Economic Gateway websites are optimized for viewing on all desktop computers and tablets. Responsive design can also be incorporated at the client's request.
    - An included mobile version of the website is designed specifically to support handheld mobile devices (no extra cost).

- **Programming Language:** The Economic Gateway is built using PHP on the Zend platform, a robust programming framework. No flash is used in the site.

- **Compatibility:** Economic Gateway websites are viewable on all current computer systems and browsers. Ongoing updates ensure that the site will stay compatible with all future browsers.

- **Connectivity:** The Economic Gateway offers a wide variety of ways to integrate and link with relevant cities and civic organizations. (i.e. business directory module, resource library module, partnership module, custom pages, etc.). It can also be linked to 3rd party web based service providers. We can assist in making recommendations on many third party companies that can be integrated into our system.

- **Media**: Our CMS allows for a variety of media to be uploaded to pages and many of the modules. This will promote the use of on-site media through photo, audio and video posting methods.

- **Coding:** We observe coding standards (Section 508 and W3C compliant) as agreed upon by the industry.

- **User Friendly Interface**: The Economic Gateway has an easy to use interface that requires no programming knowledge. User levels can be assigned to restrict access to single modules to simplify website administration.

D. GateKeeper & Social Management Service

The GateKeeper Social Media Management service provides ongoing support of th Woodbury County Department of Rural Economic Development's website and socia media assets. The goal is to greatly increase the online presence and communication capabilities of the organization and to assist in sourcing pertinent information.

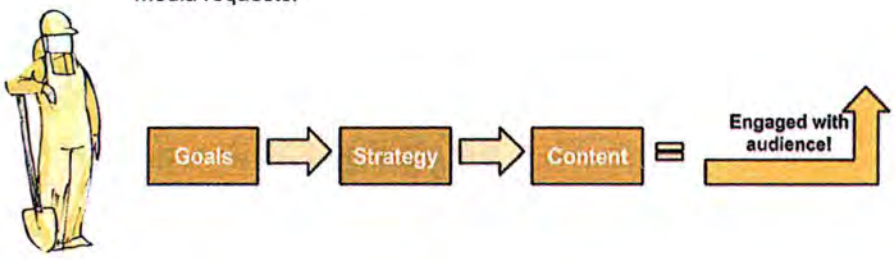
With the collaboration of Woodbury County's staff we will develop an ongoing communications and marketing plan

to fulfill the specific goals of your organization and also create original goal focused content to communicate with your target audiences. The development and ongoing process will include the following:

- **Strategy Development**
  - Social media kick- off meeting: Woodbury County's assigned staff member will meet with assigned Golden Shovel team member to develop the initial strategy
  - Organization Analysis: We will identify key messages, target industries and geographical boundaries and specific goals of your organization to implement them into the strategy
  - Web Presence Analysis: With the collaboration of Woodbury County's staff we will Identify current social media assets, website search engine optimization, keywords and search engine rankings.
  - Strategic Plan: We will establish a monthly and quarterly action plan with the identified goals and target audiences.

- **Setup & Training**
  - Golden Shovel will set up and populate the recommended social media assets to assure the greatest impact
  - We will provide Initial staff training and also a general review of social media assets
  - Once the document strategy is completed and approved by Woodbury County, our copywriters will create original goal oriented content for the website and social media channels
  - Content recommendations and requests are made monthly to keep content current and fresh
  - Ongoing Social Media management will be provided by Gatekeeper representative
  - Monthly review meeting with Gatekeeper representative for content changes and training
  - Quarterly goal reviews for strategy changes and plan implementation

- **Golden Touch Customer Support & Consultation**
  - Dedicated Golden Shovel team member to provide support and ongoing training
  - 'Hands on' customer service and assistance
  - Phone and email support included. Available for assistance with content changes, website and social media requests.



Management

Golden Shovel has developed a highly efficient process for keeping projects on track and to assure the project stays on schedule and is developed to our high standards, while keeping the team and client moving smoothly throughout the process.

A. Site Maintenance

Our CMS is completely updatable through a WYSIWYG interface. There is no limit to the number of pages that

can be added to the system. All modules have their own admin component to ensure consistency and professionalism. Once the site is setup, we provide up to four hours of support every month through the Gatekeeper Service to make updates, keep content current, write content and publish to the social media sites.

B. Detailed Tracking & Reports
Integrated into the website is the Google Analytics™ website analysis software. Reports will be provided to client on quarterly bases for performance and traffic review.

C. Testing
The Economic Gateway technology has been thoroughly tested and implemented successfully through 95+ economic development websites across the country. To ensure that the website is further tested however, we conduct a "soft launch" which is viewable only by our staff and the client to make sure the content we have entered is accurate and meets the standards of the client and our team. Upon final approval, the website will go live.

D. Training
Initially we will provide online training via Gotomeeting at the time of soft launch. The GateKeeper service includes monthly meetings which can be used for any additional training. We maintain a support portal that is available for assistance requests and also includes training videos on how to update pages and the individual modules.

E. Search Engine Optimization (SEO)
The Economic Gateway websites are optimized to best support search engine indexing. The GateKeeper service includes ongoing SEO to support google and other searches. Keywords are researched and selected and then strategically placed throughout the website and social media content. We analyze SEO through quarterly reports and make adjustments to the plan based on the performance of the organic search results.

F. Hosting: The Economic Gateway and all of the websites are hosted with Rackspace, the leading provider of high quality hosting. They have multiple redundancies and a 99.5% uptime guarantee. We have been working with Rackspace exclusively since Golden Shovel's inception. The specific type of hosting is a 'cloud' format that allows our service to grow as needed and not have to pay for space not used or risk not having enough. Their technical expertise is unmatched as they host many thousands of sites around the world.

G. Ownership
Golden Shovel Agency builds its economic development websites on a robust software platform we developed called 'Economic Gateway'. The idea behind the Economic Gateway is the ability to provide all the website tools required by an economic development organization to succeed in one package at a reasonable cost. Recognizing the rapid speed of change in the website industry, we ongoingly upgrade, improve and develop new tools as the market demands. This model gives our clients competitive advantage over their competition, especially organizations building from scratch. Because the Economic Gateway is central to our business success we do not share ownership of any source code and strictly forbid development on it by anyone outside of Golden Shovel. We address ownership in the contract as follows:

- *"Client retains ownership rights in all data, information, drawings, pictures or writings it provides Golden Shovel under this Agreement ("Client Data"), and represents that it has the necessary legal rights in any intellectual property associated with the Client Data. Except for the Client Data, all software programs, means of development, works, derivative works, products, designs and other results of the services performed by Golden Shovel in connection with this Agreement, including the Website ("Golden Shovel Work Product"), shall be the sole property of Golden Shovel or its subcontractors, except that Client is hereby granted a non-exclusive, limited license to use the Golden Shovel Work Product for the purposes intended by this Agreement, but for no other purpose."*

In the unlikely event that Golden Shovel went out of business all of the content, designs, templates and databases

of the website would be transferred over. Any credible new entity that would take over management of the website would most certainly require that they use their CMS technology. They should find our templates, designs and data easy to port as we observe coding standards as agreed upon by the industry.

Experience

At Golden Shovel Agency we bring over 10 years of experience combining web technology and design expertise to present communities in their best light. Our key assets are creativity, industry knowledge and foresight. We prospect the latest technologies and trends in communities and economic development and provide them as web solutions to our clients. We employ the latest trends and keep our clients ahead of the curve.

Website Samples

The following are some examples of websites we have recently developed and are available for your review. All projects were completed on schedule and they are under our ongoing maintenance service contracted on annual basis.

*More website examples are available at: Golden Shovel Agency.com

Team Members

Our team consists of 14 full and part-time members covering a wide array of expertise. We will have our top staff assigned to the Woodbury County Department of Rural Economic Developmentproject to ensure the development of a showcase piece we are proud of. The following would be the team members assigned to the project:

- **John Marshall, Vice President of Sales**; John has 15 years of experience in financial analysis, sales and business development in the privately owned business market. He is a member of MAEDC, NREDA, Minnesota Business Finance Corporation (MBFC) and the Weston County Development Board. John has been with the company for over 5 years and is in charge of making sure you get the right product for your project.

- **Aaron Brossoit, Chief Operating Officer**: Aaron is a partner in the company and has been developing websites in the industry professionally for over 10 years. Aaron is a board member for the MidAmerica Economic Development Council and on the communications committee for the National Rural Economic Development Association. He will be directly involved with the project to ensure performance of modules and tools.

- **Charity Goddard, Project Manager** - Charity manages the projects, the team, the schedule and oversees quality control. She has worked with the team for over seven years and has managed the

development process of over 90% of the sites we have developed.

- **Joseph Franzen, Lead Programmer**: Joe is the lead developer for our programming team. He will be working directly on the project for the entire programming process. Joe has been with the team for six years and has worked on the programming phases with many of our most important clients.

- **Darren Varley, Lead Designer:** Darren is our lead designer and he will be in charge of creating the layouts and designs for your website, according to your directions and specific goals. He has been working with the team for 5 years, creating a wide array of designs with a high level of customization to ensure we fulfill client's expectations.

- **Victor Perez, Director of Communications: -** Victor ensures streamlined communication between our team and our clients through the development process. He has been working with the company for over 4 years and will also oversee the billing and collection process related to your website. He will kick-off the project to initiate the development process.

- **Joni Anderson, Client Manager & GateKeeper Service**: Joni is in charge of providing assistance to our clients in marketing strategy development, training, social media, quarterly report reviews and ongoing communication maintenance and monthly client meetings. She will be your main point of communication once your site is up and running. Joni has been with the company for 4 years.

References:

Julie Rath
Redwood Area Dev. Corp.
200 S. Mill St, P.O. Box 481,
Redwood Falls, MN 56283
507.637.4004

Tod Faris
Appanoose Economic
Development Corporation
101 W Van Buren
Centerville, IA 52544
641.856. 3388

Paula Jensen
Prairie Gateway
104 Ash Street E.,
Sisseton, SD 57262
605.698.7654

Timeline

The following estimated sample timeline is based on our experience with projects similar to yours. A firm timeline will be created after all details are discussed and an official agreement is finalized. Our launch estimate is four months or earlier. If more time is required by the client, we will work with Woodbury County Department of Rural Economic Developmentto launch when they are comfortable with the final website.

Project Phase	Time Frame
Contract Kickoff Meeting	**+ 1 week**
Project Kickoff Meeting	**+ 1 week**
Website Design	**+ 2 weeks**
Programming	**+ 4 weeks**
Content Population	**+ 2 weeks**
Soft Launch & Training *(Additional content can now be entered)*	**+ 4 weeks**
Live Launch (Anytime after soft launch)	**Launch!**

Investment Overview

Woodbury County Department of Rural Economic DevelopmentGateway Website

- **Flat fee $9,500/year**
  - Fully customized economic development web portal
  - Social media account creation
  - Strategic online marketing plan creation and custom content development
  - Ongoing search engine optimization
  - ESRI data updates
  - News updates, software upgrades, Google Analytics, quarterly reports
  - Hosting, training, & monthly Golden Shovel staff support

Domain Registration and Email Hosting are not included.
***Renewal of services is billed annually at soft launch anniversary**

Economic Gateway Modules & Services:

-Services

- **Planning & Design**
- **Full Website Redesign Every 4 Years**
- **Content Management System**
  - *Page adding & editing functionality*
  - *30 hrs of Website Content Population*
  - *Social Media "click to add" integration*
  - *Search, Tracking & Reports*
  - *User Training*
- **Maintenance**
  - Hosting
  - Ongoing training
  - Google Analytics
  - Technical support
  - Website Software updates
- **GateKeeper Service:**
  - Social Media Site Setup & Training
  - Web & Social Media Marketing Strategy Development
  - Goal focused content creation
  - Quarterly Performance Reports
  - Golden Touch customer support & consultation

-Modules

- **Homepage Showcase**
- **News & Events**
- **LocationOne Integration**
- **Business Directory**
- **Community Profiles**
- **Projects Directory**
- **Incentives Directory**
- **Resource Library**
- **Staff Directory**
- **Contact Form Manager**
- **Secure Board Section**
- **Fast Facts**
- **Translation Tool**
- **Mobile Version**

Terms of Service

1. *Golden Shovel Agency and its development partners will develop all aspects of the proposed application unless otherwise noted and retain ownership of programming code.*
2. *When Third-Party solutions (Google, etc.) are integrated, it is assumed that client accepts all respective Terms and Conditions.*
3. *Client will be responsible for all website administrative functions including supplying and entering copy, photos and other website content unless otherwise noted.*
4. *Client will be responsible for domain registration and any correspondent fee. Client will own the URL and Golden shovel will host it.*
5. *Golden Shovel agrees to transfer ownership rights to the client of all content and design elements.*
6. *Client shall pay Golden Shovel one-half of the total amount for set up, branding, maintenance and Gatekeeper service upon execution of final agreement and second half when the website is soft-launched. Client shall pay Golden Shovel the ongoing monthly fee annually in one single installment.*
7. *Design changes or additional features, such as custom elements integration, third party software/updates requested by client or changes out of the scope of services included as part of the Gateway modules above described that may require additional development, will be reviewed for feasibility and cost estimation will be provided to client.*
8. *The agreed-upon work will be estimated and billable at a rate of $150/hour. Any major changes to the project will require an addendum and no changes or additions will be made without Client's consent.*
9. *In addition to the foregoing fees, Client agrees to pay any sales, use or value-added taxes, if any, applicable to the services provided*

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SET DATE FOR HEARING ON 2014 AMENDMENT TO URBAN RENEWAL PLAN

424093-10

Sioux City, Iowa

November 10, 2014

The Board of Supervisors of Woodbury County, Iowa, met on November 10, 2014, at _____ o'clock, __.m., at the Woodbury County Courthouse, Sioux City, Iowa, for the purpose of setting a date for a public hearing on amending an urban renewal area and plan. The Chairperson presided and the roll being called, the following members of the Board were present and absent:

Present: _____

Absent: _____.

The Chairperson announced that an amendment to the County's plan for the Liberty Park Urban Renewal Area had been prepared, related to a tax increment rebate agreement with CF Industries Nitrogen LLC, and that it was now necessary to set a date for a public hearing on that amendment. Accordingly, Supervisor _____ moved the adoption of the following resolution entitled "Resolution setting date for a public hearing on 2014 Amendment to the Liberty Park Urban Renewal Area and plan and on tax increment rebate agreement with CF Industries Nitrogen LLC," and the motion was seconded by Supervisor _____.

Following due consideration, the Chairperson put the question on the motion and the roll being called, the following named Supervisors voted:

Ayes: _____

Nays: _____.

Whereupon, the Chairperson declared the resolution duly adopted, as follows:

RESOLUTION NO. _____

Setting date for a public hearing on 2014 Amendment to the Liberty Park Urban Renewal Area and Plan and on tax increment rebate agreement with CF Industries Nitrogen LLC

WHEREAS, the Board of Supervisors of Woodbury County, Iowa (the "County") has created the Liberty Park Urban Renewal Area (the "Urban Renewal Area") and has approved an urban renewal plan for the Urban Renewal Area; and

WHEREAS, Chapter 403 of the Code of Iowa requires that, before a county approves any new urban renewal project, a county must amend the existing urban renewal plan to describe and include that new project; and

WHEREAS, an amendment to the urban renewal plan for the Urban Renewal Area has been prepared which proposes to add and describe a tax increment rebate agreement between the County and CF Industries Nitrogen LLC as an urban renewal project; and

WHEREAS, it is now necessary that a date be set for a public hearing on this proposal;

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

Section 1. This Board will meet at the Woodbury County Courthouse, Sioux City, Iowa, on the 2nd day of December, 2014, at 10:15 o'clock a.m., at which time and place it will hold a public hearing on the proposed 2014 amendment to the Urban Renewal Area and plan and on the proposed tax increment rebate agreement with CF Industries.

Section 2. Notice of the hearing shall be published, the same being in the form attached to this resolution, which publication shall be made in a newspaper of general circulation in Woodbury County, which publication shall be not less than four (4) nor more than twenty (20) days before the date set for the hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, Dennis Butler is hereby designated as the County's representative in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved November 10, 2014.

_____
Chairperson, Board of Supervisors

Attest:

_____
County Auditor

NOTICE OF A PUBLIC HEARING ON 2014 AMENDMENT TO THE LIBERTY PARK URBAN RENEWAL AREA AND PLAN AND ON TAX INCREMENT REBATE AGREEMENT WITH CF INDUSTRIES NITROGEN LLC

Notice Is Hereby Given: That at 10:15 o'clock a.m., at the Woodbury County Courthouse, Sioux City, Iowa, on the 2d day of December, 2014, the Board of Supervisors of Woodbury County will hold a public hearing on the question of amending the Liberty Park Urban Renewal Area (the "Urban Renewal Area") and the urban renewal plan for the Urban Renewal Area, pursuant to Chapter 403 of the Code of Iowa, to add and describe a tax increment rebate agreement with CF Industries Nitrogen LLC as an urban renewal project.

The amendment to the urban renewal plan would authorize a tax increment rebate agreement that would provide rebate payments to CF Industries Nitrogen LLC for a period of four years, in the amount of $800,000, in order to defray the cost of capital investments being made by CF Industries Nitrogen LLC on property located within the Urban Renewal Area.

At the hearing any interested person may file written objections or comments and may be heard with respect to the subject matter of the hearing.

Pat Gill
County Auditor

• • • • •

On motion and vote the meeting adjourned.

_____
Chairperson, Board of Supervisors

Attest:

_____
County Auditor

WOODBURY COUNTY, IOWA
LIBERTY PARK URBAN RENEWAL AREA

2014 AMENDMENT
URBAN RENEWAL PLAN

December, 2014

The Urban Renewal Plan for the Woodbury County Liberty Park Urban Renewal Area (the "Urban Renewal Area") is hereby amended in accordance with the provisions of Section 403.5 of the Code of Iowa to give information about a new urban renewal project that is proposed to be undertaken in the Urban Renewal Area.

The new project is a tax increment rebate agreement between Woodbury County and CF Industries Nitrogen LLC that would provide rebate payments to CF Industries Nitrogen LLC for a period of four years, in the amount of $800,000, in order to defray the cost of capital investments being made by CF Industries Nitrogen LLC on property located within the Urban Renewal Area.

The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Outstanding general obligation debt of the County	$3,283,000
Constitutional debt limit of the County:	$315,740,000
Proposed new debt to be incurred in Urban Renewal Area; as a result of this amendment	$800,000

DEVELOPMENT AGREEMENT

This Agreement is entered into between Woodbury County, Iowa (the "County") and CF Industries Nitrogen LLC (the "Company") as of the 2nd day of December, 2014.

WHEREAS, the County has established an urban renewal area known as the Liberty Park Urban Renewal Area (the "Urban Renewal Area") and has adopted a tax increment ordinance covering the property within the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated within the Urban Renewal Area, described as follows:

All that part of Tax Lots 2 & 3 of Auditor's Plat of accretion land belonging to Sections 13 & 14, and part accretion to the S1/2 SW1/4, Section 30, Township 87 North, Range 47 West, 1296.82 feet south of the north property line described in a warranty deed, book 1108, page 169, recorded in the Woodbury County, Iowa Courthouse

(the "Property") and;

WHEREAS, the Company has undertaken the expansion of its facilities on the Property, (the "Expansion Project"); and

WHEREAS, the Company has requested tax increment financing assistance to defray the cost of capital investments for the Expansion Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes counties to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. The Company agrees to construct the Expansion Project on the Property.

2. The Company agrees to make timely payment of all property taxes as they come due until the termination date of this Agreement.

B. County's Obligations

In recognition of the Company's obligations set out above, and contingent on the Company being in compliance with those obligations at all times until the termination date of this Agreement, the County agrees to make economic development tax increment payments (the "Payments") to the Company for four fiscal years, pursuant to Chapters 15A and 403 of the Code of Iowa, provided, however, that the total amount of the Payments shall not exceed $800,000.

The Payments will be made on June 1 in each of the years 2019 to 2022, inclusive. Each Payment will be in the amount of $200,000, provided the County has received at least that much in Incremental Property Tax Revenues that are attributable to the Property.

Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district physical plant and equipment levies and instructional support levy and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

The Payments shall not constitute general obligations of the County, but shall be made solely and only from Incremental Property Tax Revenues attributable to the Property that are received by the Woodbury County Treasurer.

The County agrees to make the required certifications to document the obligation of the County to rebate to the Company future Incremental Property Tax Revenues attributable to the Property.

C. Administrative Provisions

1. This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the County hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a subsidiary or to a lender, without further action on the part of the County.

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

4. This Agreement shall terminate on June 30, 2022, or on such date on which the County has made Payments to the Company in a total amount not to exceed $800,000.

The County and the Company have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers, all as of the day and date written above.

WOODBURY COUNTY, IOWA

By: _____
Chairperson, Board of Supervisors

Attest:

_____
County Auditor

CF INDUSTRIES NITROGEN, LLC

By: _____

Woodbury County Commission of Veteran Affairs
1211 Triview Avenue
Sioux City, Iowa 51103
Phone: 712-279-6605 or 6606
Fax: 712-224-4093

Ronald Kerr
Chairman

Vicki DeWitt
Secretary

Leon Koster
Member

November 5, 2014

Veterans Day Observance at Woodbury County Courthouse
Tuesday, November 11, 2014
11:00 A. M.

The Woodbury County Commission of Veteran Affairs is sponsoring a Veterans Day observance at 11:00 A.M. on Tuesday, November 11, 2014 at the Woodbury County Courthouse. The speaker for the observance will be Major William Burkhart, Wounded Warrior Regiment, United States Marine Corp.

Master of Ceremonies, Danielle Dempster will emcee the event. Others participating in the observance will be Marine Corps League, National Anthem performed by WITCC Chorus, Pledge of Allegiance led by Noah Winkel, WITCC Chorus will be providing music, Fr. Vit, Chaplain, and American Legion Post 492, Hornick, Iowa, POW/MIA ceremony.

Posts and Chapters of various Woodbury County Veterans' organizations are encouraged to be present with their colors and will be recognized.

Courthouse doors will open for the observance at 10:30 A.M. and will close again immediately following the observance. The public is encouraged to attend.

WOODBURY COUNTY E911 SERVICE BOARD

Chairman Gary Merkel
Vice-Chairman Max Dunnington
Executive Member Jeff Redmond
Executive Member David Amick
Treasurer Wendi Hess
Secretary Glenn Sedivy

MEETING NOTICE

DATE: November 12, 2014

TIME: 6:30 p.m.

PLACE: Climbing Hill Substation

I. Meeting called to order

II. Approve minutes of the September 10, 2014 Regular Meeting

III. New Business

a. Approve any outstanding claims
b. Treasurer's Report's
c. Update on Microwave project
d. County Fire paging and spare parts
e. 800 MHz radios for ambulances encryption upgrade
f. Fire paging at the Salix site, issues with water tower removal.
g. Approve State Attachment C request for Wireless E-911 funds for FY16
h. Authorize application to State for FY15 Wireless E-911 carry over funds
i. Proposed FY16 Operating Budget
j. Set FY16 Operating Budget Public Hearing for Jan 14th,2015 at 6:30 pm

V. Open Items

IV. Adjourn
(Next meeting)

NEXT REGULAR MEETING WEDNESDAY
January 14th, 2014 @ 6:30 pm

WOODBURY COUNTY E911 SERVICE BOARD

Chairman Gary Merkel
Vice-Chairman Max Dunnington
Executive Member Jeff Redmond
Executive Member David Amick
Treasurer Wendi Hess
Secretary Glenn Sedivy

MARK YOUR CALENDER

REGULAR MEETING DATES FOR 2015
Climbing Hill Disaster Services Class room

6:30 pm JANUARY 14th
6:30 pm MARCH 11th
6:30 pm MAY 13th
6:30 pm JULY 8th
6:30 pm SEPTEMBER 9th
6:30 pm NOVEMBER 11th

Times could change depending if there is a Landfill meeting the same night

WOODBURY COUNTY E911 SERVICE BOARD

Chairman Gary Merkel
Vice-Chairman Max Dunnington
Executive Member Jeff Redmond
Executive Member David Amick
Treasurer Wendi Hess
Secretary Glenn Sedivy

Minutes September 10, 2014

The September 10th, 2014 regular meeting of the Woodbury County E-911 Service Board was called to order by Chairman Gary Merkel at 6:30 p.m. on September 10, 2014 at the Sheriff's substation in Climbing Hill. The cities, towns and agencies represented were: Anthon, Bronson, Correctionville, Cushing. Moville, Oto, Pierson, Sioux City, Sloan, Board of Supervisors, Emergency Services and the Secretary.

Approve Minutes of the May 14th , 2014 Regular Meeting

County Supervisor made a motion to approve the minutes, Pierson , seconded the motion, and all were in favor.

Approve Minutes of the July 9th, 2014 Regular Meeting

No minutes due to lack of quorum.

Approve any Outstanding Claims

Bills outstanding presented:

No outstanding bills available.

Treasurer's Report

Ending fund balance as of August 31 , 2014 is $812,321.80 with a current radio loan payoff amount of $375,333.35 with a net difference of $436,988.45.

Oto made a motion to accept the Treasure's report, Sloan seconded the motion, and all were in favor.

Update on Microwave project

Glenn Sedivy advised the Board that the new equipment has been ordered, just in time as in the past month we had major outages on the Alcatel equipment, but spares were on hand to get the system back up and operational The new system should be up and operational within the next 2 months.

Intrado / CenturyLink ANI/ALI data Management changes

Glenn Sedivy explained that the Board needed to determine if our 911 database for the land line 911 system is going to change to be managed by CenturyLink or continue to be managed by Intrado. After discussing the the changes that Centurylink wants to do, Gary Brown and Glenn Sedivy made recommendation to stay with Intrado. Sloan made a motion to stay with Intrado, County Supervisors seconded the motion, and all were in favor.

WOODBURY COUNTY JUVENILE DETENTION CENTER

Trosper-Hoyt Bldg.
822 Douglas St. - 4th Floor
Sioux City, Iowa 51101

Phone 712-279-6622
Email: molsen@sioux-city.org
Fax 712-234-2900

	6:00 a.m.	6:00 p.m.
October		
October 27, 2014		**19**
October 28, 2014	**19**	**18**
October 29, 2014	**18**	**18**
October 30, 2014	**18**	**16**
October 31, 2014	**16**	**17**
November:		
November 1, 2014	**17**	**17**
November 2, 2014	**17**	**17**
November 3, 2014	**17**	

The Center averaged 17.4 residents per day during the 6:00 a.m. head count and 17.4 during the 6:00 p.m. check for a weekly average of 17.4 residents per day during the above week.

Of the seventeen residents detained on November 3, 2014, seven or forty one percent were identified gang members. Of the seven, three commited serious violent crimes against rival gang members and one was charged with selling weapons a cross state lines resulting in federal charges being filed.

We are currently detaining three juveniles from Dakota County and three juveniles from the BIA. We have received signed responses from Dakota County and Union County to accept the new daily increases starting November 20, 2014. I am waiting for the formal response from the BIA.

Mark Olsen
Director
WCJDC
November 3, 2014