NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(FEBRUARY 24, 2015) (WEEK 9 OF 2015)

Agenda and Minutes also available at
www.woodburyiowa.com

Larry D. Clausen	Mark A. Monson	Jaclyn D. Smith	Jeremy J. Taylor	Matthew A. Ung
389-5329	204-1015	898-0477	259-7910	490-7852
lclausen@sioux-city.org	mark@mudflap.com	jasmith435@cableone.net	jeremytaylor@cableone.net	matthewung@sioux-city.org

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held February 24, 2015 at 10:00 am in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

9:30 a.m. 1. Closed Session {Iowa Code 21.5 (1) (c) }

10:00 a.m. 2. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

3. Citizen Concerns — Information

4. Approval of the agenda (February 24, 2015) — Action

5. Approval of the minutes of February 17, 2015 meeting — Action

6. Discussion and approval of claims — Action

7. Human Resource – Ed Gilliland
   Re: Update on Policy for Time Clock and Missed Punches, Discussion and Action. — Action

8. Board Administration/Public Bidder – Karen James
   a. Approval of Resolution for a Tax Suspension for C. G. — Action
   b. Approval of Corrective Documents for Sale of Parcels #004755 & #004740 (aka 117 Sioux St Unit A & 117 Sioux St Unit B)
      1. Approval of Resolution for Sale of Parcel #004755 (aka 117 Sioux St Unit A) — Action
      2. Approval of Resolution for Sale of Parcel #004740 (aka 117 Sioux St Unit B) — Action

3. Authorize Chairman to Sign Corrective Deed for Parcels #004755 & #004740 Action (aka 117 Sioux St Unit A & 117 Sioux St Unit B) — Action

9. Authorize Chairman to Sign Base Reallocation and Yield Update (USDA Form CCC-858) for the County Farm — Action

10. Rural Economic Development – David Gleiser
    a. Investing in Woodbury County Loan Program — Action
       Request for Board to consider a motion to allocate $200,000 of local Option sales tax funds each year for FY 2014-15 and FY 2015-16
    b. MidAmerican Energy Local Partners Program — Action
       Request for Board to consider a motion to receive $860 for professional development

11. Secondary Roads – Mark Nahra
    a. Consider approval of a policy for disposal of excess secondary road department materials. The Board has directed that all used materials be disposed of through the building services department. Because of the size and weight of many secondary road used materials and the multiple locations at which they are collected, this policy is somewhat impractical. The department is proposing a policy for disposal of these items for Board consideration. — Action
    b. Consider approval of plans for letting for project no. FM-CO97(122)—55-97, HMA Surfacing on Correctionville Road from K-49 to US 20. — Action

12. Information on Late Fees--Social Services – Jeremy Taylor — Information

13. Veterans Affairs: Parking spaces and utilities — Information

14. Approval of Contract for At-Risk Youth Outreach Services between Woodbury County, Iowa and Sanford Center for the balance of the 2015 FY ending June 30, 2015 — Action

15. Approval of GIS Professional Services Agreement — Action

16. New Start Time March 3rd — Information

17. Parliamentary Procedures Update - Jeremy Taylor/Patrick Gill — Information

Recess Board of Supervisors Meeting
Begin Orton Slough Drainage District Meeting

18. Approval of minutes of February 17, 2015 — Action

Adjourn Orton Slough Drainage District Meeting
Continue Board of Supervisors Meeting

19. Reports on committee meetings — Information

20. Citizen's Concerns — Information

21. Board Concerns and Comments — Information

22. **Budget Discussion for FY 2016**
    a. Juvenile Detention line item 4261 $3000 - Eliminate in 2015-16 budget and stop use in current budget. — Action
    b. Explanation on County budgets, Tax Askings and Tax Rates — Discussion

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

MONDAY, FEBRUARY 23	**6:00 p.m.**	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Moville, Iowa
TUESDAY, FEBRUARY 24	**2:00 p.m.**	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave S.E., Le Mars, Iowa
MONDAY, MARCH 2	**6:00 p.m.**	Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, MARCH 3	**4:00 p.m.**	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri- View Ave.
THURSDAY, MARCH 5	**5:00 p.m.**	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
TUESDAY, MARCH 10	**8:30 a.m.**	District Board of Health Meeting, 1014 Nebraska St.
	10:00 a.m.	Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, MARCH 11	**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, MARCH 12	**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
TUESDAY, MARCH 17	**4:30 p.m.**	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
WEDNESDAY, MARCH 18	**12:00 noon**	Siouxland Economic Development Corporation Meeting, Marina Inn
THURSDAY, MARCH 19	**11:00 a.m.**	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
MONDAY, MARCH 23	**6:00 p.m.**	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Moville, Iowa. (
TUESDAY, MARCH 24	**2:00 p.m.**	Decat Board Meeting, Western Hills AEA, Room F

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.

FEBRUARY 17, 2015 — SIXTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, February 17, 2015 at 10:00 a.m. Board members present were Clausen, Ung, Monson, and Taylor; Smith was absent. Staff members present were Karen James, Board Administrator, Dennis Butler, Finance/Operations Controller, Joshua Widman, Assistant County Attorney, and Patrick F. Gill, Auditor/Clerk to the Board.

1. The appeal hearing for T.B. was postponed.

2. The meeting was called to order – Pledge of Allegiance to the Flag – Moment of Silence.

3. Citizen concerns.

   Susan McGuire, Sioux City, discussed the Gaming Revenue Grant Program process.

   Don Dew, Disabilities Resource Center, presented a letter signed by himself, Jonette Spurlock, Center for Siouxland and Marion Burnett, Critterdon Center asking for further explanation of the Gaming Revenue Grant Program process.

   Motion by Taylor second by Clausen to receive the letter from Mr. Dew. Carried 4-0.

   Harold Metterbrink, Sioux City, discussed the need for providing county dollars to non-profit entities with the board.

   Larry Williams, Sioux City, spoke in support of funding gang prevention services.

4. Motion by Taylor second by Ung to approve the Agenda for February 17, 2015. Carried 4-0. Copy filed.

5. Motion by Clausen second by Ung to approve, as corrected and submitted, the minutes of the 02/10/2015 Board meeting. Carried 4-0. Copy filed.

6. Motion by Taylor second by Ung to approve the county's claims totaling $542,025.76 with the exception of three claims payable to Shopko in the amounts of $20.93, $75.61, and $145.30. Carried 4-0. Copy filed.

7a. Motion by Taylor second by Ung to approve the appointment of Amanda Brooks, Sheriff Reserve Volunteer, County Sheriff Dept., effective 2/10/15, $1.00/year. Per Iowa Code 80D.11.; the appointment of Rocky Dewitt, Sheriff Reserve Volunteer, County Sheriff Dept., effective 2/10/15, $1.00/year. Per Iowa Code 80D.11.; the appointment of Timothy Grover, Sheriff Reserve Volunteer, County Sheriff Dept., effective 2/10/15, $1.00/year. Per Iowa Code 80D.11.; the appointment of Jonathan Murad, Sheriff Reserve Volunteer, County Sheriff Dept., effective 2/10/15, $1.00/year. Per Iowa Code 80D.11.; the appointment of Jerome Pierson, Sheriff Reserve Volunteer, County Sheriff Dept., effective 2/10/15, $1.00/year. Per Iowa Code 80D.11.; the appointment of Edgardo Rodriquez, Sheriff Reserve Volunteer, County Sheriff Dept., effective 2/10/15, $1.00/year. Per Iowa Code 80D.11.; the appointment of Amanda Timmer, Sheriff Reserve Volunteer, County Sheriff Dept., effective 2/10/15, $1.00/year. Per Iowa Code 80D.11.; the reclassification of Marie Thomas, Civilian Jailer, County Sheriff Dept., effective 2/28/15, $20.58/hour, 15%=$2.75/hr. Per CWA Civilian Officers Contract agreement, from Class 2 to Senior Class due to 4 years employment and Bachelor's Degree.; the reclassification of Ryan Chytka, Custodian, Building Services Dept., effective 3/5/15, $17.02/hour, 8%=$1.29/hr. Per AFSCME Courthouse Contract Agreement, from Grade 1/Step 4 to Grade 1/Step 5.; and the reclassification of David Lacy, custodian, Building Service Dept., effective 3/5/15, $14.80/hour, 5%=$.71/hr. Per AFSCME Courthouse Contract agreement, from Grade 1/Step 2 to Grade 1/Step 3. Carried 4-0. Copy filed.

7b. Motion by Ung second by Taylor to approve a policy regarding access to the Courthouse for hourly employees. Carried 4-0. Copy filed.

8. Motion by Monson second by Taylor to approve an application for a 12-month, Class C Liquor License (LC) (Commercial), with Outdoor Service and Sunday Sales privileges for Anthon Golf Course, Anthon, IA, effective 04/01/15 through 03/31/16. Carried 4-0. Copy filed.

9a. Motion by Ung second by Taylor to rescind the Organic Conversions Policy resolution and re-allocate the remaining balance of $12,261 to the Investing in Woodbury County Loan Program for General Secured Business Loans and Unsecured Micro Loans. Carried 4-0. Copy filed.

9b. Motion by Taylor second by Ung to rescind the Local Food Purchase Policy resolution. Carried 4-0. Copy filed.

9c. Motion by Ung second by Monson to amend the Investing in Woodbury County Loan Program resolution by striking language referring to a $500,000 pool and all reference to the Secured Expo-Services Loans. Carried 4-0. Copy filed.

9d. Motion by Taylor second by Ung to defer action to fund the Investing in Woodbury County Loan Program for General Secured Business Loans and Unsecured Micro Loans in the amount of $666,666 from Local Option Sales Tax. Carried 4-0.

10a. Motion by Monson second by Taylor to approve the purchase from The Transit Works a Topcon Robotic Total Station with optional equipment for $29,976. Carried 4-0. Copy filed.

10b. Motion by Clausen second by Taylor to approve the permit for use of County road/highway right of way for overhead/or buried utilities accommodation for Century Link. Carried 4-0. Copy filed.

11. Motion by Clausen second by Taylor to refer a rezoning application and zoning ordinance amendment application to the Zoning Commission for public hearing and recommendation for GIS parcel #884633200008. Carried 4-0. Copy filed.

12. Motion by Taylor second by Ung to accept the Sheriff's proposal to provide courthouse security. Carried 3-1; Clausen was opposed.

Motion by Ung second by Taylor to reduce the general basic training budget by $43,400 and increase the general supplemental budget by $34,230 to facilitate the implementation of the Sheriff's proposal to provide courthouse security. Carried 3-1; Clausen was opposed.

The Board of Supervisors Meeting was recessed for an Orton Slough Drainage District Meeting.

The Board of Supervisor's meeting was called back to order.

14a. Motion by Monson second by Ung to place for bids the purchase of a lawn mower and related equipment to be used for maintenance of county owned property to be maintained by the Building Services Department. Carried 3-1; Clausen was opposed.

14b. Motion by Monson second by Taylor to approve the use of Finish Line Fleet and Quantity purchasing of gas and diesel products for county departments. Carried 4-0.

15,16, 17 Reports on committee meetings, Citizen's concerns, and Board concerns and comment were deferred until after the budget discussions.

18a. Supervisor Taylor gave a presentation on the tax structure and the budget process.

18b. Motion by Taylor second by Ung to receive the Equipment Replacement Fund budget as submitted and use $179,250 of gaming revenues to fund it. Carried 3-1; Clausen was opposed.

18c. Motion by Taylor second by Ung to fund all line items involving office equipment, motor vehicles and furniture currently proposed in General Basic Fund budgets with $185,775 of gaming revenues. Carried 3-1; Clausen opposed.

18d. Motion by Taylor second by Ung to receive the gaming revenues expenditures budget as submitted. Carried 3-1; Clausen opposed.

Jim Rixner, Sioux City, Reverend Ryan Dowell Baum, Sioux City, Dr. Richard Owens, Sioux City, Fitzgerald Grant, Sioux City and Patrick Jennings, Woodbury County Attorney spoke in support of funding support for Gang Prevention Services using gaming revenues.

18e. Motion by Clausen second by Monson to fund Gang Prevention Services using gaming revenues. Failed 1-3; Ung, Monson and Taylor were opposed.

18f. Motion by Ung second by Monson to direct the finance director to change from an allotment process to actual reimbursement to fund expenditures from the Emergency Services budget beginning July 1st. Carried 4-0.

Motion by Ung second by Monson to direct the finance director to use $60,000 of the Emergency Services cash reserve to fund the FY 15-16 Emergency Services budget. Carried 4-0.

Motion by Ung second by Taylor to fund $20,000 from line item 6105 of the proposed Emergency Services Budget for energy efficiency improvements to the Climbing Hills Facility, which are subject to board approval, from the CIP budget. Carried 4-0.

Motion by Ung second by Taylor that line item 6350 and line item 6365 for a total of $77,125, in the proposed Emergency Services budget, be funded with gaming revenues and those funds be spent on two defibrillator monitors subject to board approval. Carried 4-0.

Mr. Clausen excused himself.

Motion by Ung second by Monson that truck 206 be put up for bid. Carried 3-0.

Motion by Ung second by Taylor to receive the Emergency Services Budget with the previous changes and further reduced by $13,240. Carried 3-0.

18g. Motion by Taylor second by Ung to receive the Emergency Services Allocation – General Supplemental fund at $443,215. Carried 3-0.

Mr. Clausen rejoined the meeting.

18h. Motion by Monson second by Ung to receive the County Capital Improvement budget at $1,228,500. Carried 3-1; Clausen was opposed.

18i. Motion by Taylor second by Ung to receive the Local Option Sales Tax Fund. Carried 4-0.

Jack Burright, rural Woodbury County spoke in opposition to a proposal to move the expenditure for a uniform patrol deputy from the general basic fund to the rural basic fund.

18j. Motion by Taylor second by Monson to move an expenditure of $86,747 for one uniform patrol deputy from the general basic fund to the rural basic fund. Carried 3-1; Clausen was opposed.

18k. Motion by Taylor second by Ung to transfer $133,771 of the Siouxland District Health cash reserve to the general basic fund. Carried 4-0.

18l. Motion by Ung and second by Taylor to reduce by $127,097 various line items from proposed general basic budgets that currently have not been spent down below 50%. Carried 4-0

There were some reports on committee meetings.

Motion by Clausen second by Taylor to go into an executive session under Iowa Code Section 21.5(1) (a) for a general relief appeal hearing. Carried 4-0 on a roll call vote.

Motion by Clausen second by Monson to go out of executive session. Carried 4-0 on a roll call vote.

Motion by Clausen second by Taylor find for the appellant in the previous executive session. Carried 4-0.

The Board adjourned the regular meeting until February 24, 2015.

WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

MEMORANDUM

TO: **Board of Supervisors**

FROM: **Ed Gilliland, Director of Human Resources**
Gloria Mollet, Assistant Director of Human Resources
gmollet

RE: **Missed Punches and Time Clock Policy**

DATE: **February 19, 2015**

Woodbury County Human Resources is asking for discussion and action on the Policy which includes the language on missed punches and time clocks.

All employees are encouraged to periodically review the Employee Handbook and the Time Entry Policy. The policy is referred to in SECTION III Hours of Work, Time Reporting, and Time Off.

Thank you.

WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION
MEMORANDUM

TO: Board of Supervisors

FROM: Karen James, Administrative Coordinator

RE: Consideration of A Petition For A Tax Suspension

DATE: February 19, 2015

Please consider this request for a tax suspension for C. G. If the Board approves this request, the suspension resolution requires the chairman's signature.

Heather Satterwhite - Re: Agenda Item

From: Heather Satterwhite
To: Karen James
Date: 2/19/2015 11:26 AM
Subject: Re: Agenda Item

Will this work?

This deed is given to correct a former deed between the parties hereto, dated September 9, 2014, and recorded in the office of the recorder for Woodbury County, Iowa, on October 7, 2014, at Roll 737, Image 7880 which, due to clerical error, incorrectly referred to the grantee as Viking Education Services. (Should have been Victory Education Services)

>>> Karen James 2/19/2015 11:20 AM >>>
Might want to write a short explanation as to why we are doing this.

Karen James
Administrative Coordinator
Board of Supervisors
620 Douglas Street
Sioux City, IA 51101
712-279-6525

>>> Heather Satterwhite 2/19/2015 9:28 AM >>>
Hi - Per Joshua - I need to have this placed on the Agenda to correct the buyers name on the attached Deed. This is how Joshua said it should be worded:

Approval of Corrective Documents for Sale of Parcels #004755 & #004740 (aka 117 Sioux St Unit A & 117 Sioux St Unit B)
a. Approval of Resolution for Sale of Parcel #004755 (aka 117 Sioux St Unit A)
b. Approval of Resolution for Sale of Parcel #004740 (aka 117 Sioux St Unit B)
c. Authorize Chairman to Sign Corrective Deed for Parcels #004755 & #004740 (aka 117 Sioux St Unit A & 117 Sioux St Unit B)

Heather Satterwhite
Woodbury County
Executive Secretary/Public Bidder
Board of Supervisors
620 Douglas Street, Rm. 104
Sioux City, IA 51101
712-279-6525 **Option #2**

CORRECTIVE DEED

TAX STATEMENT ADDRESS & RETURN ADDRESS:
Victory Education Services
P.O. Box 1111
Sioux City, IA 51102

KNOW ALL MEN BY THESE PRESENTS:
That Woodbury County, Iowa, pursuant to a resolution of the Board of Supervisors of Woodbury County, Iowa in consideration of the sum of **Five Hundred Nineteen Dollars and 00/100 ($519.00)**----------dollars to the County Treasurer of Woodbury County, Iowa, by **Victory Education Services** of Woodbury County and State of Iowa, does hereby Quit Claim unto the said **Victory Education Services** all of the rights, title, and interest of Woodbury County, Iowa, in the following described premises, situated in the County of Woodbury and State of Iowa. To wit:

Parcel #004755
The Westerly 49 feet of the Easterly 116 feet of Lot 17 in Block 18 Sioux City Addition in the County of Woodbury and State of Iowa
(117 Sioux Street Unit A)

Parcel #004740
Except 116 feet Lot 17, Block 18, Sioux City Addition , City of Sioux City, Woodbury County, Iowa
(117 Sioux Street Unit B)

This deed is given to correct a former deed between the parties hereto, dated September 9, 2014, and recorded in the office of the recorder for Woodbury County, Iowa, on October 7, 2014, at Roll 737, Image 7880 which, due to clerical error, incorrectly referred to the grantee as Viking Education Services.

(EXEMPT FROM DECLARATION OF VALUE PER SECTION 428A.2(6) CODE OF IOWA)

Signed this 24th Day of February, 2015.

WOODBURY COUNTY, IOWA

BY: _____
Mark Monson, Chairman
Board of Supervisors of
Woodbury County, Iowa

STATE OF IOWA)
) SS.
WOODBURY COUNTY, IOWA)

Be it remembered that on this **February 24, 2015** before me, **Karen James**, a Notary Public in and for Woodbury County, Iowa, personally appeared **Mark Monson**, Chairman of the Board of Supervisors of Woodbury County, Iowa, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed for and on behalf of Woodbury County, Iowa.

_____
Notary Public in and for Woodbury County, Iowa

Prepared By: Heather Satterwhite, Executive Secretary
Woodbury County Board of Supervisors
620 Douglas Street
Sioux City, IA 51101
712-279-6525

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

WHERAS due to clerical error, Resolution #12,072, passed and approved by the Woodbury County Board of Supervisors on September 9, 2014, incorrectly listed Viking Education Services as the purchaser of certain real estate described herein.

WHERAS Victory Education Services was the high bidder at public auction on September 9, 2014 for the described real estate and has tendered payment for the described real estate.

NOW BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that Resolution #12,072 is hereby rescinded.

BE IT FURTHER RESOLVED that the offer at public auction of:

Victory Education Services in the sum of **Three Hundred Nineteen Dollars & 00/100 ($319.00)**----------dollars.

For the following described real estate, To Wit:

Parcel #004755

The Westerly 49 feet of the Easterly 116 feet of Lot 17 in Block 18 Sioux City Addition in the County of Woodbury and State of Iowa (117 Sioux Street Unit A)

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

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

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

SO DATED this 24th Day of February, 2015.

_____
Mark Monson,
Chairman of the Board of
Supervisors of Woodbury County, Iowa

CERTIFICATE OF AUDITOR

I hereby certify that the above and foregoing resolution was duly and legally passed by the Board of Supervisors of Woodbury County, Iowa and properly journalized in the minutes thereof on the 24th Day of February, 2015.

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

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

WHERAS due to clerical error, Resolution #12,073, passed and approved by the Woodbury County Board of Supervisors on September 9, 2014, incorrectly listed Viking Education Services as the purchaser of certain real estate described herein.

WHERAS Victory Education Services was the high bidder at public auction on September 9, 2014 for the described real estate and has tendered payment for the described real estate.

NOW BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that Resolution #12,073 is hereby rescinded.

BE IT FURTHER RESOLVED that the offer at public auction of:

Victory Education Services in the sum of **Two Hundred Dollars & 00/100 ($200.00)**----------dollars.

For the following described real estate, To Wit:

Parcel #004740
Except 116 feet Lot 17, Block 18, Sioux City Addition , City of Sioux City, Woodbury County, Iowa
(117 Sioux Street Unit B)

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

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

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

SO DATED this 24th Day of February, 2015.

_____
Mark Monson
Chairman of the Board of
Supervisors of Woodbury County, Iowa

CERTIFICATE OF AUDITOR

I hereby certify that the above and foregoing resolution was duly and legally passed by the Board of Supervisors of Woodbury County, Iowa and properly journalized in the minutes thereof on the 24th Day of February, 2015.

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

This form is available electronically.

CCC-858 (09-23-14)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

BASE REALLOCATION AND YIELD UPDATE DECISION FOR AGRICULTURE RISK COVERAGE (ARC) AND PRICE LOSS COVERAGE (PLC) PROGRAMS

1. Program Years: **2014 through 2018**

2A. County FSA Office Name and Address *(Including Zip Code)*
WOODBURY COUNTY FARM SERVICE AGENCY
204 1ST ST. SUITE C2
SERGEANT BLUFF, IA 51054-0000

2B. County FSA Office Telephone Number *(Including Area Code)*	2C. County FSA Office FAX Number *(Including Area Code)*
(712)943-2727	(855)218-8667

3. State Code	4. County Code	5. Farm Number
19	193	8353

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 1412, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to determine eligibility to participate in and receive benefits under the Agriculture Risk Coverage Program and Price Loss Coverage Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Agriculture Risk Coverage Program and Price Loss Coverage Program.*

This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. ***RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.***

THE BASE ACRE REALLOCATION AND YIELD UPDATE DECISION is made by the undersigned current owner of the farm identified above. If FSA receives conflicting yield update or base acre reallocation requests from another current owner, all current owners will be required to resolve their dispute providing CCC with written evidence of the dispute resolution by the end of the yield update period or reallocation period.

FARM BASE ACRE REALLOCATION

☐ 6A. I agree to maintain the farm's 2013 base acres on the following crops, excluding cotton acres

(1) Commodity	(2) Base Acres
Corn	134.6
Soybeans	68.9

☒ 6B. I agree to reallocate base acres on the following crops, excluding cotton base acres, not to exceed the total base acres in effect on September 30, 2013 *(see page 2 for tract designation, if applicable)*

(1) Commodity	(2) Base Acres
Corn	153.58
Soybeans	49.92

6C. Tract Reallocation Method
☒ (1) Crop Land
☐ (2) Owner Designation

FARM YIELD UPDATE

7A. I agree to use the farm's 2013 Counter Cyclical (CC) yield for the PLC yield for the following crops.

(1) Commodity	(2) CC Yield

7B. I agree to update the PLC yield for the following crops based on 90 percent of the farm's 2008 through 2012 average yield per planted acre, excluding any year(s) when no acreage was planted.

(1) Commodity	(2) PLC Yield
Corn	148
Soybeans	47

8. Owner's Name and Address *(Including Zip Code)*
WOODBURY COUNTY
4500 SIOUX RIVER RD
SIOUX CITY, IA 51109-1657

9A. Signature of Owner (By)	9B. Title/Relationship of the Individual Signing in the Representative Capacity	9C. Date (MM-DD-YYYY)

10A. Signature of CCC Representative	10B. Date (MM-DD-YYYY)

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UNIVERSITY OF MINNESOTA
EXTENSION

Agricultural Business Management

AGRICULTURAL ACT OF 2014, FACT SHEET 2

Updating Payment Yields, Reallocating Base Acres

Kent Olson, Applied Economics, March 2014, v.1.1

The "Agricultural Act of 2014," commonly called the farm bill, gives farmers the opportunity to update their base yields and reallocate their base acres. This fact sheet discusses these decisions on updating and reallocating. Others in the series describe other parts of the bill. Please note that the final rules and interpretations will come from the USDA at a future date.

UPDATING PAYMENT YIELDS

Landowners have a one-time opportunity to update their current payment yields established under the 2008 farm bill to 90% of their 2008-2012 average yields. This can be done on crop by crop basis.

As an example, consider a farm that has a current payment yield for corn of 142 bushels per acre. This farm owner has the opportunity to keep this payment yield of 142 bushels or update to 90% of the average yield per planted acre on the farm for the 2008 through 2012 crop years. This example farm has had corn yields of 188, 195, 185, 178, and 154 in 2008 through 2012 for an average yield of 180 bushels per planted acre. The potentially new payment yield is 90% of this 2008-12 average or 162 bushels per acre (180 * 0.90). Since 162 is obviously larger than the current payment yield of 142, this is an easy decision to update the payment yield to 162.

Since the potential payment yield is easy to calculate from historical yields, the comparison to the current payment yield is straightforward and the decision to update or not will be just as straightforward. For many farms, the current payment yields are 93.5% of their 1998-2001 average yields, so if the 2008-2012 average yield is more than 3.9% higher (0.935/0.90) than the 1998-2001 average, the choice will be to update. For most crops in most locations, yields have increased more than this so this chance to evaluate and probably update payment yields should not be missed.

REALLOCATING BASE ACRES

Landowners also have a one-time opportunity to reallocate their current base acres to reflect their cropping pattern in 2009-2012. Landowners can choose to keep their current base acres for their covered commodities

(typically the average of their 1998-2001 acreages) or reallocate their current base acre total according to the mix of crops in 2009-2012. The current total cannot be increased.

This reallocation choice is not as straightforward as the choice to update payment yields. If the acreage has changed, the decision to reallocate depends on the projection of whether payments for one crop will be higher in 2014-18 than other crops. The base acre allocation does not affect the choice of what to plant in a specific year, but it does affect potential payments.

As an example, consider a farm that has a current of total base acreage of 936 allocated to 468 acres for corn and 468 acres for soybeans. Because of economic conditions and other considerations, this example farm increased the acreage of corn and decreased the acreage of soybeans over the years. For 2009-2012, this example farm has had an average of 495 acres of corn and 441 acres of soybeans. The total acreage is the same. This farm owner has the opportunity to change the allocation of base acres from 468 acres of corn and 468 acres of soybeans to 495 acres of corn and 441 acres of soybeans.

As a second example, consider a farm that has increased the acreage of both crops and changed the mix of corn and soybeans. This farm has a current of total base acreage of 828 allocated to 406 acres for corn and 422 acres for soybeans.

The acreages of both corn and soybeans have increased over the years. For 2009-2012, this example farm has had an average of 576 acres of corn and 407 acres of soybeans for a total of 983 which works out to 58.6% corn and 41.4% soybeans.

The farm bill does not allow the total base acreage of 828 to be increased, but the allocation can be adjusted based on the mix of crops in 2009-2012. Multiplying the 2009-2012 percentages by the current total base acres of 828, this example farm owner has the opportunity to change the allocation of base acres to 485 acres of corn and 343 acres of soybeans.

If the owner(s) of this example farm think future payments under the 2014 farm bill will be higher for corn than for soybeans (and considering only this information), the best decision is to reallocate the base towards corn and its higher expected payments. However, if their expectation is for higher payments to soybeans, then the best decision is not to reallocate.

Current planting decisions, for 2014, for example, should not affect the decision to reallocate base acres or not. Base acres are used to calculate the payment under PLC or either ARC option, not planted acres. Current planted acres are used to calculate actual revenue per acre for ARC-Individual, but total base acres are used in the payment calculation, not the allocation of base acres. So if market conditions signal a change in the crop mix during 2014-2018, go ahead; this shift will not affect farm bill payments.

For more information:
extension.umn.edu/agriculture/business/farm-bill

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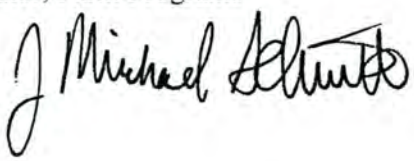
UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency
Washington, DC 20250

Notice ARCPLC-12

For: State and County Offices

Agriculture Risk Coverage (ARC) and Price Loss Coverage (PLC)
Base Acre Reallocation and Yield Update Provisions

Approved by: Deputy Administrator, Farm Programs



1 Overview

A Background

The Agricultural Act of 2014 (2014 Farm Bill) and pertinent regulations at 7 CFR Part 1412 authorize owners of a farm the 1-time opportunity to:

- retain all of the farm's base acres, as of September 30, 2013, of each covered commodity
- reallocate base acres, excluding cotton base acres, on a farm based on the 4-year average P&CP acres for the 2009 through 2012 crop years

  Note: An increase in **total** base acres on a farm is **not** allowed.

- retain a covered commodity's counter-cyclical (CC) yield
- update the covered commodity CC yield using 90 percent of the farms 2008 through 2012 average yield per planted acre, **excluding** any year in which the covered commodity was not planted.

1 Overview (Continued)

A Background (Continued)

Base acre and yield update decisions **must** be made by any current owner in the base reallocation and yield update period before the farm program election (PLC or ARC) is made by a farm's current producers. Program election will be discussed in other directives.

Notes: A "current owner" is the person or legal entity who meets the definition of landowner on the day that person or legal entity is signing any form or performing any action required of the owner. For example, if a signature of a "current owner" is required, the person or legal entity **must** be an owner on the day the person or legal entity is signing the form or performing the action required of the owner.

On the day a base acre reallocation or yield update is made during the base reallocation period, any "current owner" may make the base acre reallocation.

FSA-211 may be used to complete the base reallocation decision or yield update on behalf of any current owner. FSA-211 **must** be marked "All Current and Future Programs" and "All Actions" to be used to make the base acre reallocation decision.

If a person or legal entity acquires ownership of a farm that has already had a base acre reallocation or yield update decision made by the current producers, FSA will provide the election status to that person or legal entity on request.

If none of a farm's current owner reallocate base acres or update yields in the base acre reallocation or yield update period, the farm and tract base acres and yields will remain as they were before the beginning of the reallocation or update period.

B Purpose

This notice provides:

- information and policy about base acre reallocation
- information about yield updates
- instructions for completing and an example of CCC-858 (Exhibit 1) related to the base reallocation or yield update decision.

2 Base Acre Reallocation

A Policy

Notices ARCPLC-5 and ARCPLC-7 provided information about researching County Office files for missing acreage data. This data was to be loaded in the Acreage History software in preparation for an owner making the base reallocation decision.

Beginning **September 29, 2014**, any current owner on a farm may reallocate base acres and/or update yields on the farm.

The reallocation of base acres is based on the proportion of the 2009 through 2012 average of planted and considered planted (P&CP) acres or subsequently planted crop acreage of covered commodities to the total of P&CP acres or subsequently planted crop acreage of all covered commodities on the farm. Upland cotton is **not** involved in reallocation of covered commodities nor can a cotton CC yield be updated.

The following applies to base acre reallocation:

- upland cotton base acres are generic base acres under ARCPLC and **cannot** be reallocated

- in approved double-crop situations, both the initial covered commodity and the subsequent covered commodity are included in the reallocation calculation

- if subsequently planted crop acreage of a covered commodity was planted after an initial covered commodity and is **not** an approved double-cropping practice, the owner may select either the initial P&CP crop acreage or subsequently planted crop acreage in the reallocation calculation

  Note: Subsequently planted crop acreage means planted acres of a covered commodity following an initial P&CP covered commodity.

- base acres are maintained at the tract level.

  Note: To move the farm's base acre reallocation to the tract level, the following 2 options are allowed:

  - cropland option
  - owner designation option.

Note: Total base acres on a farm **cannot** increase above the amount of total base acres in effect on September 30, 2013. Farms with zero base acres will **not** have base acres calculated or reallocated.

The base acre reallocation will be made on CCC-858 (Exhibit 1).

2 Base Acre Reallocation (Continued)

B Conflicting Base Acre Reallocation Requests

If multiple CCC-858's are submitted containing conflicting base acre reallocation decisions, FSA will take **no** action on any of the CCC-858's. It is the owner's responsibility to make the base acre reallocation decision during the base reallocation period. If owners cannot resolve any dispute, they may have and arrive at a reallocation decision by the conclusion of the base acre reallocation period, then the farm will be deemed to have retained base acres as in effect on September 30, 2013.

If current owners arrive at a mutual decision to reallocate base acres by the end of the reallocation period, written evidence of that mutual agreement or resolution signed by all current owners must be provided to the County Office by the end of the base acre reallocation period. This written notification can be provided to FSA through CCC-858 reflecting the mutually agreed decision signed by all current owners during the base reallocation period.

C Effect of Reallocation Decisions

Reallocation of base acres will apply to the farm **unless** the base acre reallocation is withdrawn, rescinded, or modified by any current owner on the farm in the base reallocation period, or there are multiple CCC-858's reflecting conflicting base acre reallocation decisions and the dispute is **not** resolved as described in subparagraph B. Base acre reallocation may also, at any time, be invalidated by FSA, if FSA determines the base acre reallocation to be invalid under pertinent regulations.

Neither FSA nor CCC is under any obligation to notify any owner on a farm if a base acre reallocation has been filed, rescinded, modified, or withdrawn.

If a person or legal entity acquires ownership of a farm that has already had a base acre reallocation made by the then current owner, FSA will provide the election status to that person or legal entity upon request.

If an owner's decision is **not** to reallocate base acres, the farm's and tract's base acres will remain as they were before the beginning of the reallocation period.

2 Base Acre Reallocation (Continued)

D Base Acre Reallocation Options

There are 2 base acre reallocation options, as follows:

- the cropland option, that is the default base reallocation option, distributes the reallocated base acres to the tract level based on the percentage of effective DCP cropland on each tract
- the owner designation option:
  - distributes the reallocated base acres to the tract level, based on the owner's request
  - was intended to expedite using CCC-517 and 10-CM provisions to allow owners the ability to move base acres from tract to tract within a farm
  - may be chosen by the current owner instead of the cropland option.

Note: 10-CM may still be used to move base acres from tract to tract after the base acre reallocation and election process have completed.

E Examples of Base Acre Reallocation

Example 1: John and Sam own FSN 1121 on October 13, 2014. On October 13, 2014, Sam makes the base acre reallocation. As a current owner on the day he reallocates base acres, Sam is eligible to make the base acre reallocation.

Example 2: Sam owns FSN 1121 on October 13, 2014. On October 13, 2014, Sam makes the base acre reallocation. As the current owner, Sam is eligible to make the base acre reallocation.

On December 8, 2014, Sam sells the farm to John. As the current owner, John may change the base acre reallocation decision during the remainder of the base reallocation period or not take any action, thereby allowing the previously filed base reallocation to stand.

3 Yield Update

A Policy

Owners of a farm also have the 1-time opportunity to update the yield for crops with base acres.

Notes: A yield in any of the 2008 through 2012 years that is less than 75 percent of the county average yield can be substituted in the calculation with a yield equal to 75 percent of the county average yield. This provision applies to low yields or yields that are missing or not available.

The retained or updated yield becomes the PLC yield, similar to CC yields in previous years, for the farm for the 2014 through 2018 crop years. Direct payment yields will no longer be used.

The PLC yield may be:

- retained or updated, on a covered commodity by covered commodity basis
- updated for each covered commodity on each farm, regardless of any decision to reallocate base acres or not, or the subsequent PLC, ARC-County Coverage (ARC-CO), or ARC-Individual Coverage (ARC-IC) election for the covered commodity or farm.

Any current owner of the farm can make the decision to retain or update the PLC yield for the covered commodity during the base and yield update period.

B Conflicting Yield Update Requests

If multiple CCC-858's are submitted containing conflicting yield update decisions, FSA will take **no** action on any of the CCC-858's. It is the owner's responsibility to make the yield update decision during the yield update period. If owners cannot resolve any dispute, they may have and arrive at a yield update decision by the conclusion of the yield update period, then the farm will be deemed to have retained the yield in effect on September 30, 2013.

If current owners arrive at a mutual decision to update yields by the end of the yield update period, written evidence of that mutual agreement or resolution signed by all current owners must be provided to the County Office by the end of the yield update period. This written notification can be provided to FSA through CCC-858 reflecting the mutually agreed decision signed by all current owners during the yield update period.

3 Yield Update (Continued)

C Yield Update Decision

The following process will be used when owners decide to update yields for covered commodities.

Any current owner of a farm during the yield update period will:

- determine the covered commodities that will have yield updates

  Note: The yield update decision could apply to historic or reallocated base acres.

- certify to the yields produced on planted acres of the covered commodity for each of the years the crop was planted, 2008 through 2012, for covered commodities that yield update is requested

- retain yield records used to certify the updated yields to provide to FSA for review, if requested by FSA.

4 Action

A County Office Action

County Office employees will:

- review the details of this notice to prepare for base reallocation and yield update decisions to be made in software according to Notice ARCPLC-11

- use this notice along with Notice ARCPLC-10 to allow an owner to update yields and reallocate base acres

- begin the reallocation process on **September 29, 2014**, if contacted by any farm owner.

B State Office Action

State Office employees shall:

- provide guidance as needed for employees in reallocating base acres and updating yields

- forward questions about the policy for updating yields and reallocating base acres to Brent Orr at **brent.orr@wdc.usda.gov**

- forward questions about the software for updating yields and reallocating base acres to Michael Walter at **michael.walter@wdc.usda.gov**.

CCC-858, Base Reallocation and Yield Update Decision for Agriculture Risk Coverage (ARC) and Price Loss Coverage (PLC) Programs

A Completing CCC-858

Complete CCC-858 according to this table.

Item	Action
1	Prefilled with the effective dates of the base acre reallocation and yield update.
2A	Insert the applicable administrative County Office name and address.
2B	Insert the applicable administrative County Office's telephone number (optional).
2C	Insert the applicable administrative County Office's FAX number (optional).
3	Insert the State code for the applicable farm in item 5.
4	Insert the county code for the applicable farm in item 5.
5	Insert the applicable FSN.
6A	Check (✓) if an owner has chosen to maintain the base acres as in effect on September 30, 2013.
6A(1)	If item 6A is checked (✓), insert the name of all covered commodities that existed on the farm as of September 30, 2013.
6A(2)	Insert the number of base acres of the applicable covered commodity listed in item 6A(1).
6B	Check (✓) if an owner has chosen to reallocate base acres.
6B(1)	If item 6B is checked (✓), insert the name of all reallocated covered commodities on the farm.
6B(2)	Insert the number of base acres of the covered commodity listed in item 6B(1).
6C(1)	Check (✓) if an owner chooses the default "cropland" option to move the reallocated base acres to tracts on the farm.
6C(2)	Check (✓) if an owner chooses the "owner designation" option to move the reallocated base acres to tracts on the farm.
7A	List crops in (1) and applicable CC yields in (2) where an owner chose to maintain the existing CC yields on the farm.
7B	List crops in (1) and applicable updated yields in (2) where an owner chose to update the program payment yield on the farm according to Notice ARCPLC-10.
8	Insert the applicable owner's name and address.
9A	A current owner or representative **must** sign.
9B	If: • the current owner signing is **not** signing in the representative capacity, leave blank • anyone other than the current owner is signing in a representative capacity for the current owner, enter the title or relationship of the person signing on the current owner's behalf.
9C	Enter date signed.
10A	CCC representative receiving the CCC-858 **must** sign.
10B	Enter date received by the CCC representative.
11	Enter same FSN as in item 5.
12A	Enter same State code as in item 3.
12B	Enter same county code as in item 4.
12C	Enter same program years as in item 1.
13A	Enter applicable tract number for the farm identified in item 11.
13B	Enter applicable commodity with base acres that exist on the tract identified in 13A.
13C	Enter applicable base acres for the commodity identified in item 13B.
13D	Enter yield for the applicable commodity identified in item 13C.

CCC-858, Base Reallocation and Yield Update Decision for Agriculture Risk Coverage (ARC) and Price Loss Coverage (PLC) Programs (Continued)

B Example of CCC-858

The following is an example of CCC-858.

This form is available electronically.

CCC-858 (09-23-14) — **U.S. DEPARTMENT OF AGRICULTURE** Commodity Credit Corporation

1. Program Years: **2014 through 2018**

2A. County FSA Office Name and Address *(Including Zip Code)*

BASE REALLOCATION AND YIELD UPDATE DECISION FOR AGRICULTURE RISK COVERAGE (ARC) AND PRICE LOSS COVERAGE (PLC) PROGRAMS

2B. County FSA Office Telephone Number *(Including Area Code)*

2C. County FSA Office FAX Number *(Including Area Code)*

3. State Code | 4. County Code | 5. Farm Number

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 1412, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to determine eligibility to participate in and receive benefits under the Agriculture Risk Coverage Program and Price Loss Coverage Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Agriculture Risk Coverage Program and Price Loss Coverage Program.*

This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. ***RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.***

THE BASE ACRE REALLOCATION AND YIELD UPDATE DECISION is made by the undersigned current owner of the farm identified above. If FSA receives conflicting yield update or base acre reallocation requests from another current owner, all current owners will be required to resolve their dispute providing CCC with written evidence of the dispute resolution by the end of the yield update period or reallocation period.

FARM BASE ACRE REALLOCATION

☐ 6A. I agree to maintain the farm's 2013 base acres on the following crops, excluding cotton acres

(1) Commodity	(2) Base Acres

☐ 6B. I agree to reallocate base acres on the following crops, excluding cotton base acres, not to exceed the total base acres in effect on September 30, 2013 *(see page 2 for tract designation, if applicable)*

(1) Commodity	(2) Base Acres

6C. Tract Reallocation Method

☐ (1) Crop Land

☐ (2) Owner Designation

FARM YIELD UPDATE

7A. I agree to use the farm's 2013 Counter Cyclical (CC) yield for the PLC yield for the following crops.

(1) Commodity	(2) CC Yield

7B. I agree to update the PLC yield for the following crops based on 90 percent of the farm's 2008 through 2012 average yield per planted acre, excluding any year(s) when no acreage was planted

(1) Commodity	(2) PLC Yield

8. Owner's Name and Address *(Including Zip Code)*

9A. Signature of Owner (By) | 9B. Title/Relationship of the Individual Signing in the Representative Capacity | 9C. Date (MM-DD-YYYY)

10A. Signature of CCC Representative | 10B. Date (MM-DD-YYYY)

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at ***http://www.ascr.usda.gov/complaint_filing_cust.html****, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at* ***program.intake@usda.gov****. USDA is an equal opportunity provider and employer.*

CCC-858, Base Reallocation and Yield Update Decision for Agriculture Risk Coverage (ARC) and Price Loss Coverage (PLC) Programs (Continued)

B Example of CCC-858 (Continued)

CCC-858 (09-23-14) Page 2 of 2

11. Farm Number	12A. State Code	12B. County Code	12C. Program Years 2014 - 2018

TRACT DESIGNATION

13A. Tract	13B. Commodity	13C. Base Acres	13D. Tract Yield	13A. Tract	13B. Commodity	13C. Base Acres	13D. Tract Yield

13A. Tract	13B. Commodity	13C. Base Acres	13D. Tract Yield	13A. Tract	13B. Commodity	13C. Base Acres	13D. Tract Yield

13A. Tract	13B. Commodity	13C. Base Acres	13D. Tract Yield	13A. Tract	13B. Commodity	13C. Base Acres	13D. Tract Yield

13A. Tract	13B. Commodity	13C. Base Acres	13D. Tract Yield	13A. Tract	13B. Commodity	13C. Base Acres	13D. Tract Yield

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

SECRETARY
Tish Brice
tbrice@sioux-city.org

Date: February 19, 2015

TO: Board of Supervisors

FROM: Mark Nahra, County Engineer

RE: Tuesday, February 24, 2015 Meeting

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

- Consider approval of a policy for disposal of excess secondary road department materials. The Board has directed that all used materials be disposed of through the building services department. Because of the size and weight of many secondary road used materials and the multiple locations at which they are collected, this policy is somewhat impractical. The department is proposing a policy for disposal of these items for Board consideration. (Action item)

- Consider approval of plans for letting for project no. FM-CO97(122)—55-97, HMA Surfacing on Correctionville Road from K-49 to US 20. (Action item)

WOODBURY COUNTY SECONDARY ROAD DEPARTMENT
POLICY AND PROCEDURE MEMORANDUM

SUBJECT: Disposal of Used Materials

All used materials shall be disposed of in the following manner. Such material shall have no further use by the department and said disposal shall be approved by the county engineer:

1) Used Culverts: Used culverts, either corrugated metal or reinforced concrete pipe, removed from road use and determined to be of no use to the road department because of their condition, may be sold to private property owners on a first come first served basis. These culverts may not be installed within county rights of way. Only culverts that have no use for the county as temporary culverts or otherwise serve no purpose for the county may be sold as described herein:

   Metal Culverts:

   a) Culverts that are rusted, but not perforated will be sold at 50% of new cost. Culverts in this condition may be deformed as part of the removal process, may be rusty or heavily scaled, but are not perforated.

   b) Culverts that are rusted and perforated will be sold at 25% of new cost. Culverts in this condition may be deformed when removed from the road and may have holes in the flow line or walls.

   c) Culverts that do not sell in a reasonable time period as determined by the county engineer or are so badly perforated or clogged with mud or dirt that they are not useable, may be crushed and sold as scrap steel.

   Concrete Culverts:

   a) Concrete culverts will be sold at 50% of new value. Culverts sold may have broken bells or cracks in the culvert section. Culverts not sold shall be added to county concrete recycling piles and crushed for aggregate.

2) Used Bridge Beams and Guardrail: Only bridge beams that have no potential for use by the county may be sold to the public. This generally means beams with a section of less than 15" in section depth, regardless of flange width. The price for the used beams will be the weight of the beam times the current price for scrap steel as offered at Sioux City Foundry or another local scrap yard at the time of the sale.

   All steel, including, but not limited to, beams and guardrail, collected by the county that remains unsold or is unfit for use may be sold as scrap. Steel will be loaded on county trucks and hauled to the nearest scrap yard. The county employee driving the material to the scrap yard shall receive a check made out to the Woodbury County Secondary Road Department. The check will be returned to the county engineers office and will be deposited to the secondary road fund by the county treasurer.

3) Used Road and Street Signs. All road and street signs shall either have their blanks be recycled and refaced or be collected and sold as scrap metal. The sign blanks will be hauled by county staff to the nearest local scrap yard which shall issue a check for scrap value payable to the county secondary road department.

4) Used Bridge Plank: Bridge plank that no longer have use for the county may be sold to the public. Plank may contain spikes and bent over nails and will be sold "as is" for $1 per foot.

5) Used Sign and Fence Posts. Wood 4" x 4" and 4" x 6" sign posts that are broken and no longer useful for their purchased purpose may be sold to the public. Broken post pieces longer than 6 feet will be sold for $5 each. Post pieces under 6 feet will be sold for $3 each. Posts that are not sold will be disposed of as solid waste. Steel posts used for silt fence that are removed at the end of their use for erosion control may be sold for $1 each. Should the pile of steel posts become excessive and if no buyers are interested in the posts, they may be sold with steel scrap.

6) Used Departmental Vehicles and Equipment. All used county vehicles and large equipment shall be either traded in for replacement vehicles or equipment or sold at auction. The department shall obtain permission of the board of supervisors by resolution for all sale of equipment at auction, either the annual county auction or a commercial auction house operation.

7) All other county property. All other property including used furniture, tools, used tires and auto parts that are functional and have a sale value will be collected by the department and sold at the annual city auction. Car and truck tires with no value for recapping or broken furniture, tools and other items will be disposed of as solid waste.

Employees may not remove used and/or salvage material without purchase of said items as described in this memo and proper authorization from the county engineer or district maintenance foreman.

APPROVED:

_____

Chairman-Woodbury County Board of Supervisors

_____

Mark J. Nahra, Woodbury County Engineer

Project Number: FM-CO97(122)--55-97

IOWA
DEPARTMENT OF TRANSPORTATION
Highway Division

PLANS OF PROPOSED IMPROVEMENT ON THE

FARM TO MARKET SYSTEM
WOODBURY COUNTY
HMA SURFACING
PROJECT NO: FM-CO97(122)--55-97

The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2012, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications and Special Provisions, shall apply to construction on this project.

H.M.A. SURFACING ON CORRECTIONVILLE ROAD (150TH ST.) FROM EMMETT AVE. ON CORRECTIONVILLE ROAD 4.23 MILES TO HIGHWAY 20 NEAR THE EAST QUARTER CORNER OF SECTION 36 BANNER TOWNSHIP

INDEX OF SHEETS

No.	Description
A1	TITLE SHEET.
A2	LOCATION PLAN
B1	GENERAL NOTES AND ESTIMATE REFERENCE INFORMATION
B2	QUANTITIES AND TABULATIONS
C1	TYPICAL SECTION AND DETAILS
D1--9	PLAN AND PROFILE

MILEAGE SUMMARY

Div.	Location	Lin. Ft.	Miles
	STA. 479+52.0 TO STA. 702+97.0	22,345.00	
	TOTAL LENGTH FM--CO97(122)--55--97	22,345.00	4.232

ROAD STANDARD PLANS

The following Standard Plans shall be considered applicable to construction work on this project.

Identification	Date	Identification	Date	Identification	Date
DR--121	04--21--15				
TC--212	04--16--13				
TC--214	04--16--13				
TC--251	04--17--12				
TC--252	04--21--15				

TRAFFIC CONTROL PLAN

THIS ROAD WILL BE OPEN UNDER FLAGGERS & PILOT CAR TO THRU TRAFFIC DURING HMA CONSTRUCTION, AND WILL BE CLOSED FOR CULVERT REMOVAL AND REPLACEMENT. TRAFFIC ROUTES ADJACENT TO PROPERTIES WILL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 1107.08 OF THE CURRENT STANDARD SPECIFICATIONS. TRAFFIC CONTROL DEVICES, PROCEDURES, LAYOUTS, SIGNING AND PAVEMENT MARKINGS INSTALLED WITHIN THE LIMITS OF THE PROJECT SHALL CONFORM TO THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AS ADOPTED BY THE DEPARTMENT PER 761 OF THE IOWA ADMINISTRATION CODE (IAC) CHAPTER 130.

MAINTENANCE OF SIGNS AND BARRICADES AS STATED IN ARTICLE 1107.09 SHALL APPLY ON THIS PROJECT.

SIGNING ON THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH ROAD STANDARD TC-214, TC-251 AND TC-252.

Approved

Board of Supervisors

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Date

Iowa Registration Number 11452
Expiration Date 12/31/2016

Pages or sheets covered by this seal:
Pages A1, A2, B1, B2, C1, & D1 thru D9

2011 AADT 80 V.P.D.

WOODBURY COUNTY
PROJECT NO: FM-CO97(122)--55-97
HMA SURFACING
Letting Date JUNE 16, 2015

CONTRACT FOR

AT-RISK YOUTH OUTREACH SERVICES

BETWEEN

WOODBURY COUNTY, IOWA

AND

SANFORD CENTER

IDENTITY OF THE PARTIES

WOODBURY COUNTY, IOWA ("County")
620 Douglas St.
Sioux City, IA 51101

Sanford Center ("Contractor")
1700 Geneva St.
Sioux City, IA 51103

Duration of Contract

The term of this contract shall be February 10, 2015 through June 30, 2015, unless terminated earlier in accordance with the Termination section of this contract.

Scope of Services

In compliance with all terms and conditions of this contract, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder.

Compensation

The Contractor will be paid for the services rendered under this contract a maximum fee not to exceed $78,000.00 for the contract period beginning February 10, 2015 and ending June 30, 2015. The County does not guarantee that the maximum fee will be paid to the Contractor only that any payment of fees associated with this contract will not exceed the maximum amount set.

Billings

Contractor shall submit, on a monthly basis, an invoice for services rendered in accordance with this contract. The contractor may only bill up to a maximum amount of $20,000.00 per month. The Contractor must submit an invoice based on units of service, with one unit equivalent to 30 minutes of service. The invoice shall be submitted to the County, or its designee, and shall comply with all applicable rules concerning payment of such claims. Payment of claims are subject to the approval of the County.

Compliance with Law

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of all Federal, State or local school districts having jurisdiction in effect at the time service is rendered.

Licenses, Permits, Fees and Assessments

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this contract. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless the County, its officers, officials and employees, from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising or issuing out of or in connection with this contract, except as may be caused by the sole negligence or willful conduct on the part of the County. Contractor shall be fully responsible to the County for acts or omissions of any subcontractor performing any portion of the work under this contract, or any person directly or indirectly employed by subcontractor, and nothing

contained herein shall create any contractual relationship between subcontractors and the County. Indemnification obligation of the Contractor shall survive termination of this contract.

Insurance

Contractor shall procure, at Contractor's expense, and maintain for the duration of the contract, appropriate liability insurance covering its work. The Contractor's insurance shall insure against any loss or damage resulting from or related to the Contractor's performance of this contract regardless of the date the claim is filed or expiration of the policy. Proof of adequate liability insurance shall be provided to Karen James in the Woodbury County Board of Supervisors Office located at the County's address listed above.

Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the County to enter into this contract. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the County. In addition, neither this contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the County. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of the County.

Reports and Records

Upon request, Contractor shall prepare and submit to the County such reports concerning the performance of the services required by this contract.

Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this contract and which would enable the

County to evaluate the performance of such services. The County shall have full and free access to such books and records at all times during normal business hours of Contractor, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the County shall have access to such records in the event any audit is required.

Choice of Law

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Iowa.

Termination Prior to Expiration of Contract

If either party fails to perform a material obligation under this contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. The defaulting party will have fourteen days (14) days after receipt of the notice of default to either (1) cure the default or (2) if the default is not curable within fourteen (14) days, to provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If the defaulting party fails to cure the default as provided above, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this contract.

The County may elect to terminate performance of work under this contract for cause, in whole or in part, whenever the County determines that such termination is the most appropriate action for the County. In the event the County elects to terminate this contract pursuant to this provision, the County shall give written notice not less than fourteen (14) days prior to the effective date, of the basis and extent of termination. Termination shall be effective as of the close of business on the date specified in the notice.

In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon fourteen days (14) days written notice to the County.

Conflict of Interest.

No officer or employee of the County shall have any financial interest, direct or indirect, in this contract nor shall any such officer or employee participate in any decision relating to the contract which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this contract.

Notices

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail.

Integration/ Amendments

It is understood that there are no oral agreements between the parties hereto affecting this contract and this contract supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this contract. This contract may be amended at any time by the mutual consent of the parties by an instrument in writing.

Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this contract shall be declared invalid or unenforceable by a valid judgment or

decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this contract which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this contract meaningless.

Authority to bind the Party

The persons executing this contract on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this contract on behalf of said party, (iii) by so executing this contract, such party is formally bound to the provisions of this contract, and (iv) the entering into this contract does not violate any provision of any other contract to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this contract as of the date first written above.

WOODBURY COUNTY

By:_____ Date:_____

Name: Mark Monson

Title: Board Chairperson

SANFORD CENTER

By: George W. Boykin Date: Feb. 19, 2015

Name: George Boykin

Title: Executive Director

Attachment A Scope of Services

STAFFING

The At-Risk Youth Outreach Program will provide minimum staffing of one (1) full time outreach supervisor and four (4) full time Outreach workers.

PROGRAM OBJECTIVES

To prevent or reduce the number of children involved in:

- Entering the Juvenile Justice System
- Dropping out or being expelled from school
- Gang activities
- Supervision services through DHS
- Running away
- Child abuse/neglect
- Substance/alcohol abuse
- Teen pregnancy
- Truancy
- Poor academic performance
- Out of home placements
- Behavioral contacts with school authorities

POPULATION TO BE SERVED

The outreach services will primarily target at-risk children between the ages of five through seventeen from the lower-economic strata.

Outreach services will include services to those targeted juveniles, their families, schools, law enforcement and other interested community agencies.

SERVICE CRITERIA

Will seek to provide positive and culturally sensitive educational, early intervention, prevention and support services to children and families in Woodbury County. These services will be provided in a variety of locations throughout the community including within elementary and middle school buildings in Woodbury County. Providing direct in-home parental/family contact is an essential component of this program.

DESCRIPTION OF SERVICES

At-Risk Youth Outreach Services will provide the following services:

- Completion of a strength based needs assessment with child and family within five working days from time of referral and provide services based on the assessment including but not limited to:
- Life skills development
- Self-sufficiency counseling
- Role modeling and mentoring
- Crisis intervention
- Group activities
- Group counseling
- Provide linkage to other needed community services
- Family relationship building
- Racial harmony activities
- Job seeking skills
- Problem solving activities
- Substance abuse awareness
- Conflict resolution
- Recreational group activities

GTS PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, executed on this ____ day of _____, 2015, is entered into by and between Govtech Services, Inc. ("GTS"), an Iowa corporation, 2085 NW 137th St., Clive, Iowa 50325, and the Woodbury County, Iowa Treasurer ("Treasurer or the "County," as the context may require), 620 Douglas St, Sioux City, Iowa 51101. In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, GTS and the Treasurer agree as follows:

1. **Services to be Performed.** GTS agrees to perform those services and the County Treasurer agrees to assist therein as set forth in **Exhibit A** (attached hereto and incorporated by reference as if fully articulated in this Agreement) in connection with the County tax sale held pursuant to IOWA CODE § 446, *et seq*.

2. **Timing of Performance.** GTS will commence providing the services described in this Agreement and its **Exhibit A** on _____ _____, 2015, or such later date as may be mutually agreed upon by the Treasurer and GTS (the "Beginning Date").

3. **Fees and Expenses.** The professional services provided by GTS hereunder shall be subject to the following terms and conditions regarding the payment of fees and expenses. In consideration for the services provided by GTS and described in **Exhibit A**, the Treasurer, pursuant to Iowa law, agrees to assess, in addition to any other bidder registration fees imposed by the Treasurer or the County, a Forty Dollar and 00/100 ($40.00) registration fee per bidder that registers to participate in each online County tax sale provided by GTS through its internet based tax sale auction platform (the "Service Fee"). The Service Fee(s) shall be payable to GTS, and GTS is entitled to receive, once the sale is balanced, the sum of the number of registered bidders multiplied by the Service Fee. GTS understands, acknowledges and agrees that in no event shall GTS's invoices exceed the amount of fees actually collected by the Treasurer or the County from registered bidders for GTS's services hereunder.

4. **Term of Agreement.** Except as provided in section (vi) of the Treasurer's duties under **Exhibit A** of this Agreement, the term of this Agreement shall be as follows:
Unless sooner terminated by GTS or the Treasurer pursuant to this Agreement, the term of this Agreement shall commence on and continue from the Beginning Date for a period of one (1) year. Further, either party may terminate this Agreement during the term hereof after giving the other party thirty (30) days prior written notice of its intention to terminate this Agreement.

5. **Information to be Provided by Treasurer.** The Treasurer hereby agrees to provide GTS in a timely manner with all reports, data and information as requested by GTS and further agrees that GTS may rely on all such reports, data and information in performing the services set forth herein and in all exhibits and addenda made a part hereof.

6. **Limitation of Liability.** The Treasurer hereby agrees that in no event shall GTS be liable for any loss of profit or indirect, special, incidental or consequential damages as a result of the use by GTS of inaccurate, omitted, erroneous, fraudulent or other insufficient information supplied to GTS by the Treasurer, the County or their agents or employees under this Agreement.

7. **Right to Contract.** GTS and the Treasurer each warrant that neither its execution and delivery of this Agreement, nor its performance of the provisions hereof are, or will constitute, a violation on its part of any applicable law or regulation or any contract, indenture or other agreement or relationship to which it is a party or by which it is bound, and each agrees that it will defend, indemnify and save the other harmless from and against any loss, costs, liability, damages or expense by reason of any claim which may be asserted to the contrary by any third party.

8. **Notice Procedure.** Except as otherwise provided in this Agreement, notice, where required hereunder, shall be sent by regular mail, to the other party at the address set forth above and will be effective upon acceptance thereof. Either party may provide for change of its address by sending notice of its new address in the same manner.

9. **Applicable Law.** This Agreement shall be governed by and construed under the internal laws of the State of Iowa without reference to its choice or conflict of law rules.

10. **Assignment.** This Agreement shall be binding on the parties, their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party hereto.

11. **Headings.** All headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

12. **Invalidity.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

13. **Excuse from Performance.** GTS shall be excused from performance hereunder for any period it is prevented from performing any of its obligations hereunder, in whole or in part, as a result of an act of God, war, civil disturbance, court order or other cause beyond its reasonable control, and such nonperformance shall not be a ground for termination hereof or default hereunder.

14. **No Guarantee.** GTS hereby agrees to use its best efforts to perform all services provided herein and in any addendum or exhibit made a part hereof, but in no event does GTS guarantee the collection of any delinquent taxes, assessments, penalties, fees or other charges, and nothing herein or contained in any exhibit or addendum made a part hereof shall be interpreted as such a guarantee.

15. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless made in writing and executed by the parties hereto.

16. **Confidential and Proprietary Information.** GTS recognizes and acknowledges that in the course of performing the services provided hereunder, it may have access to certain confidential or proprietary information. GTS hereby agrees that it will not at any time during or after the term of this Agreement disclose any such confidential or proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, unless

required by law or upon obtaining the prior written consent of the County or the Treasurer. In the event of a breach, whether actual or anticipated, by GTS of the provisions of this Paragraph 16, the County or the Treasurer shall be entitled to an injunction or other legal or equitable remedy pursuant to which GTS shall be enjoined or precluded for disclosing, in whole or in part, such confidential or proprietary information. The County and the Treasurer recognize and acknowledge that GTS and/or its subcontractors may provide software and other proprietary processes or information that shall remain the property of GTS or its subcontractors, is only licensed to the County/Treasurer for the term of this Agreement and may not be used by the County/Treasurer in any manner inconsistent with this Agreement or disclosed to any third parties.

17. **Entire Agreement.** This Agreement and any addenda or exhibits made a part hereof constitute the entire agreement and understanding of the parties, and supersede all prior written and oral understandings.

18. **Misc. Compliance Provisions.** (A) GTS affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. GTS shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. GTS is not required to participate should the E-Verify program cease to exist. GTS shall not knowingly employ or contract with an unauthorized alien. GTS shall not retain an employee or contract with a person that GTS subsequently learns is an unauthorized alien. GTS shall require its subcontractors, who perform work under this Agreement, to certify to GTS that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. GTS agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor. (B) GTS and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his or her race, religion, color, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first written above.

Woodbury County, Iowa Treasurer

By: _____

Printed: Michael R. Clayton

Board of Supervisors, Mark Monson

By: _____

Printed: _____

Govtech Services, Inc.

By: _____

Printed: Marc Carr

Its:

EXHIBIT A TO GTS PROFESSIONAL SERVICES AGREEMENT: DESCRIPTION OF SERVICES FOR ONLINE TAX SALE

From various reports, data and information to be provided by the County Treasurer, GTS shall:

(i) place the list of properties to be included in the tax sale on the approved internet based tax sale auction platform provided by GTS in advance of the auction;

(ii) update said list as necessary prior to sale;

(iii) conduct a tax certificate/lien sale by using GTS's internet based tax sale auction platform and/or other designated websites, including associated offline components;

(iv) oversee and administer the public access bidding;

(v) provide technical support/customer service for the online auction in a manner consistent with the rules established by the Treasurer and the State of Iowa;

(vi) provide the Treasurer with reports necessary to the Treasurer in balancing the sale and completing its final accounting procedure for the sale;

(vii) provide multiple internet based webinars to facilitate training and instruction for both Treasurer's staff and bidders prior to the sale;

(viii) collaborate with the software vendor for the Treasurer's office to facilitate an automated data exchange providing updates to the Treasurer's database;

(ix) provide a data file of the bidders registered for each online public auction to the Treasurer in a format acceptable to both GTS and the Treasurer prior to the commencement of each such auction; and

(x) supply the Treasurer with a data file that contains the results of each online public auction in a format acceptable to both GTS and the Treasurer within a reasonable time period following the conclusion of each such auction.

The County Treasurer and its Information Technology Department, respectively, as their duties require, shall:

(i) provide all necessary property information and records as requested by GTS to prepare the required lists;

(ii) review all information prepared for accuracy;

(iii) update the sale list at reasonable intervals to update the GTS auction website;

(iv) if the Treasurer's Office desires to host an on-site demonstration seminar, provide a suitable meeting room or meeting place with suitable internet access;

(v) supply GTS with a data file of the properties eligible for sale in each online public auction in advance of the 3rd Monday in the month of June of each year hereunder; the data file shall be in a format acceptable to both the Treasurer and GTS; and

(vi) make good faith efforts to require the software vendor for the Treasurer's office to cooperate with GTS with respect to the exchange of data files described herein and more specifically section (v) of the Treasurer's duties hereunder; however, if the Treasurer's software vendor cannot timely supply GTS with the data file described in section (v) of the Treasurer's duties, either party hereto may terminate this Agreement after giving the other party seven (7) days prior written notice of its intention to terminate this Agreement.

FEBRUARY 17, 2015 — MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS AS TRUSTEES FOR THE ORTON SLOUGH DRAINAGE DISTRICT

The Board of Supervisors met on Tuesday, February 17, 2015 as Trustees for the Orton Slough Drainage Districts. Board members present were Clausen, Taylor, Monson, and Ung; Smith was absent. Staff members present were Karen James, Board Administrative Coordinator, Joshua Widman, Assistant County Attorney, Mark Nahra, County Engineer's Office, Dennis Butler, Finance/Operations Controller and Patrick Gill, Auditor/Clerk to the Board.

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

Motion by Taylor second by Ung to approve Work Authorization for I and S Group for Orton Slough maintenance project. Carried 4-0.

The Board adjourned the Orton Slough Drainage District meeting.

Woodbury County Board of Supervisors

Courthouse • Room 104
620 Douglas Street • Sioux City, Iowa 51101
Telephone (712) 279-6525 • Fax (712) 279-6577

MEMBERS

LARRY D. CLAUSEN
SIOUX CITY

MARK A. MONSON
SERGEANT BLUFF

JACLYN D. SMITH
SIOUX CITY

MATTHEW A. UNG
SIOUX CITY

JEREMY J. TAYLOR
SIOUX CITY

BOARD ADMINISTRATIVE COORDINATOR
KAREN JAMES

EXECUTIVE SECRETARY / PUBLIC BIDDER
HEATHER SATTERWHITE

TO: Woodbury County Board of Supervisors

From: Mark Monson, Chairman of the Board of Supervisors
Dennis Butler, Finance/Operations Controller

Date: February 20th, 2015

Re: Potential Shared Services

On February 20th, 2015, Board Chairman, Mark Monson and the County Finance/Operations Controller, Dennis Butler met with the City Finance Director, Donna Forker and Assistant City Manager, Mike Collett. We gather monthly to brainstorm services that the County and City can provide resulting in better efficiencies and cost savings to the taxpayers.

During this meeting there were five items discussed. Please see the following list of items:

1) The SPI (Siouxland Paramedics Inc.) currently provide ambulatory services to the City of Sioux City, Woodbury County, and various other entities in the area. The City is in the process of creating an RFP to bid out these services. Hopefully this will result in a tax savings in the future and also reduce or eliminate the current budgeted subsidy that both the County and City budget for.

2) The County is starting the process of bidding out the garbage collections. Discussion was held between the County and City to gather information regarding a combined bidding process as this could be a benefit possibly resulting in cost savings. There are a few hurdles that will have to be addressed such as locations, waste type, and timing of collections.

3) The County is also beginning to gather information to eventually bid out the supplies used for janitorial services. Using the bidding process, the County and City could potentially receive lower bids due to the large quantity of goods purchased.

4) There was also discussion in regards to copy paper. The idea is to buy larger quantities in hopes of obtaining better pricing. There are several different types of copy paper that various departments use between the County and the City.

5) Discussion was also held regarding the use of Procurement Cards. There are several advantages in utilizing these cards. A P-Card would reduce the number of checks issued. Also, certain P-Cards that have the cash back option would result a return of funds back to the County and City.

The meetings between both County and City officials and their staff are generally held the morning of the 1st Wednesday of the month.

The Board of Supervisors will receive a monthly update of the meetings for possible discussion and implementation of shared services.

COUNTY OF WOODBURY, IOWA

FISCAL 2016 BUDGET

Public Hearing

5:00 pm

March 10, 2015

Woodbury County Board of Supervisors

Courthouse • Room 104
620 Douglas Street • Sioux City, Iowa 51101
Telephone (712) 279-6525 • Fax (712) 279-6577

MEMBERS

LARRY D. CLAUSEN
SIOUX CITY

MARK A. MONSON
SERGEANT BLUFF

JACLYN D. SMITH
SIOUX CITY

MATTHEW A. UNG
SIOUX CITY

JEREMY J. TAYLOR
SIOUX CITY

BOARD ADMINISTRATIVE COORDINATOR
KAREN JAMES

EXECUTIVE SECRETARY / PUBLIC BIDDER
HEATHER SATTERWHITE

To: Woodbury County Board of Supervisors

From: Dennis D. Butler, Finance/Operations Controller

RE: FY 2016 Tax Rates & Tax Askings

Date: February 20, 2015

New Proposed Tax Rates for FY 2016

Fund	FY 2015	FY 2016	Increase or Decrease by Dollars	Increase or Decrease by %
General Basic	3.50000	3.50000	0.00000	
General Supplemental	3.12584	2.82458	(0.30126)	
Mental Health Services	0.90867	0.97917	0.07050	
Debt Service	0.22902	0.21239	(0.01663)	
Countywide for Cities & Townships	7.76353	7.51614	(0.24739)	-3.19%
Rural Basic - Townships Only	3.65218	3.51574	(0.13644)	
Total for Townships	11.41571	11.03188	(0.38383)	-3.36%

Tax Askings by Fund

Fund	FY 2015	FY 2016	Increase or Decrease by Dollars	
General Basic	12,536,380	12,739,617	203,237	
General Supplemental	11,196,204	10,281,164	(915,040)	
Mental Health Services	3,254,694	3,564,086	309,392	
Debt Service	910,763	857,313	(53,450)	
Countywide for Cities & Townships	27,898,041	27,442,180	(455,861)	
Rural Basic - Townships Only	3,651,079	3,691,766	40,687	
Grand Total	31,549,120	31,133,946	(415,174)	-1.32%

Effects on Different Land Classes

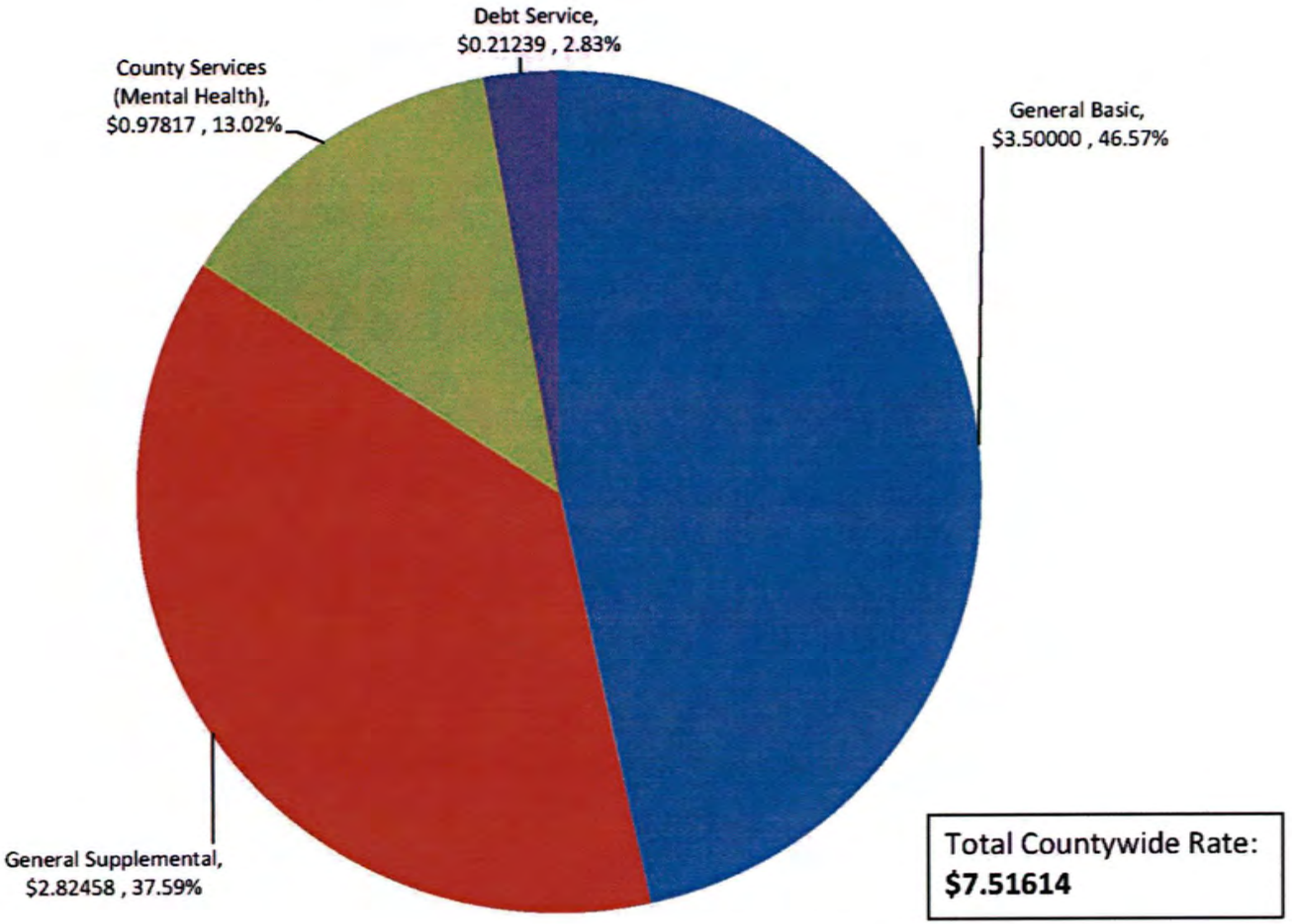
		FY 2015	FY 2016	Increase	Increase
Cities:					
	Residential	$776.54	$770.04	($6.50)	-0.84%
	Commercial	$817.21	$712.06	($105.15)	-12.87%
Townships:					
	Residential	$1,141.57	$1,130.23	($11.34)	-0.99%
	Commercial	$1,201.65	$1,045.13	($156.52)	-13.03%
	Ag Lands	$1,141.57	$1,136.28	($5.29)	-0.46%

State Ordered Rollbacks

	FY 2015	FY 2016	Increase
Residential	54.4002	55.7335	1.3333
Ag Land	43.3997	44.7021	1.3024
Commercial	95.0000	90.0000	(5.0000)

FY 2016 Countywide Property Tax Rate Composition

(county taxes only)

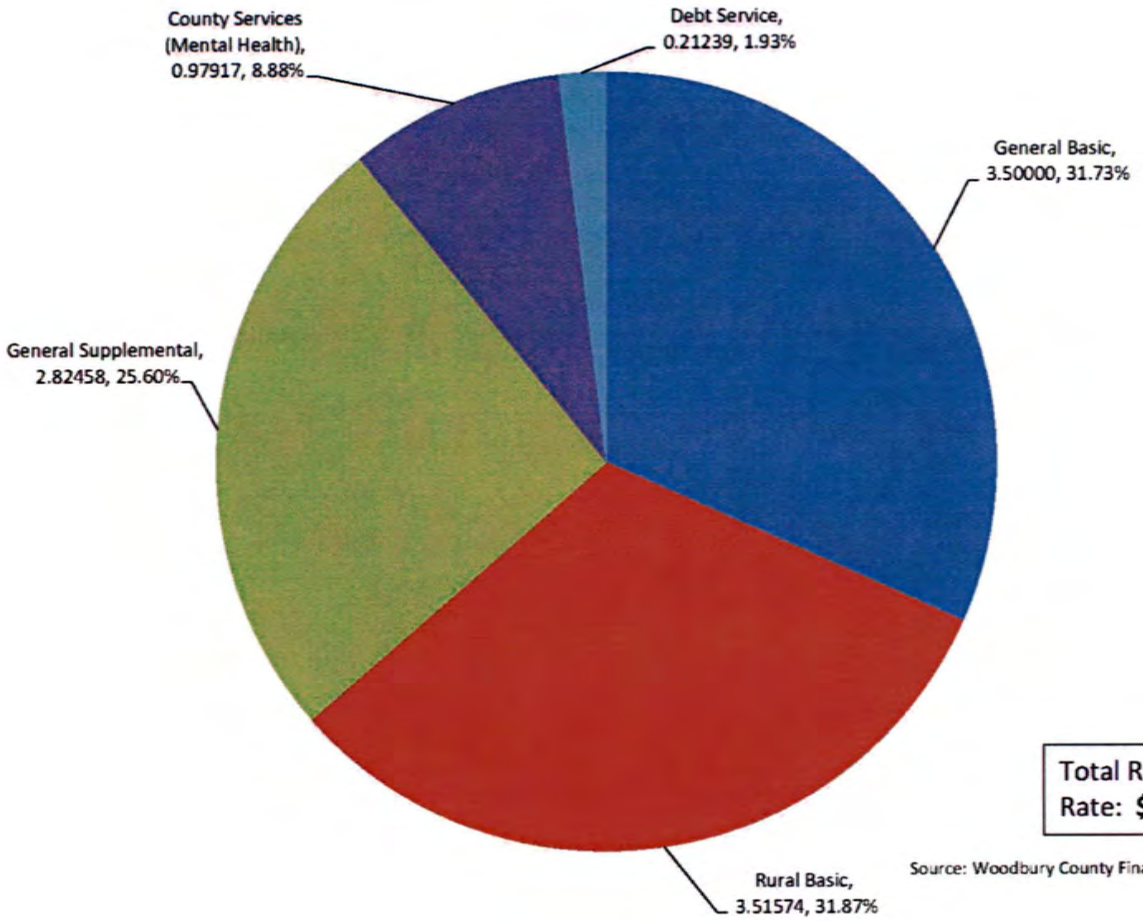


Source: Woodbury County Finance/Operations Controller

FY16 Countywide Property Tax Rate Composition

FY 2016 Rural + Countywide Property Tax Rate Composition

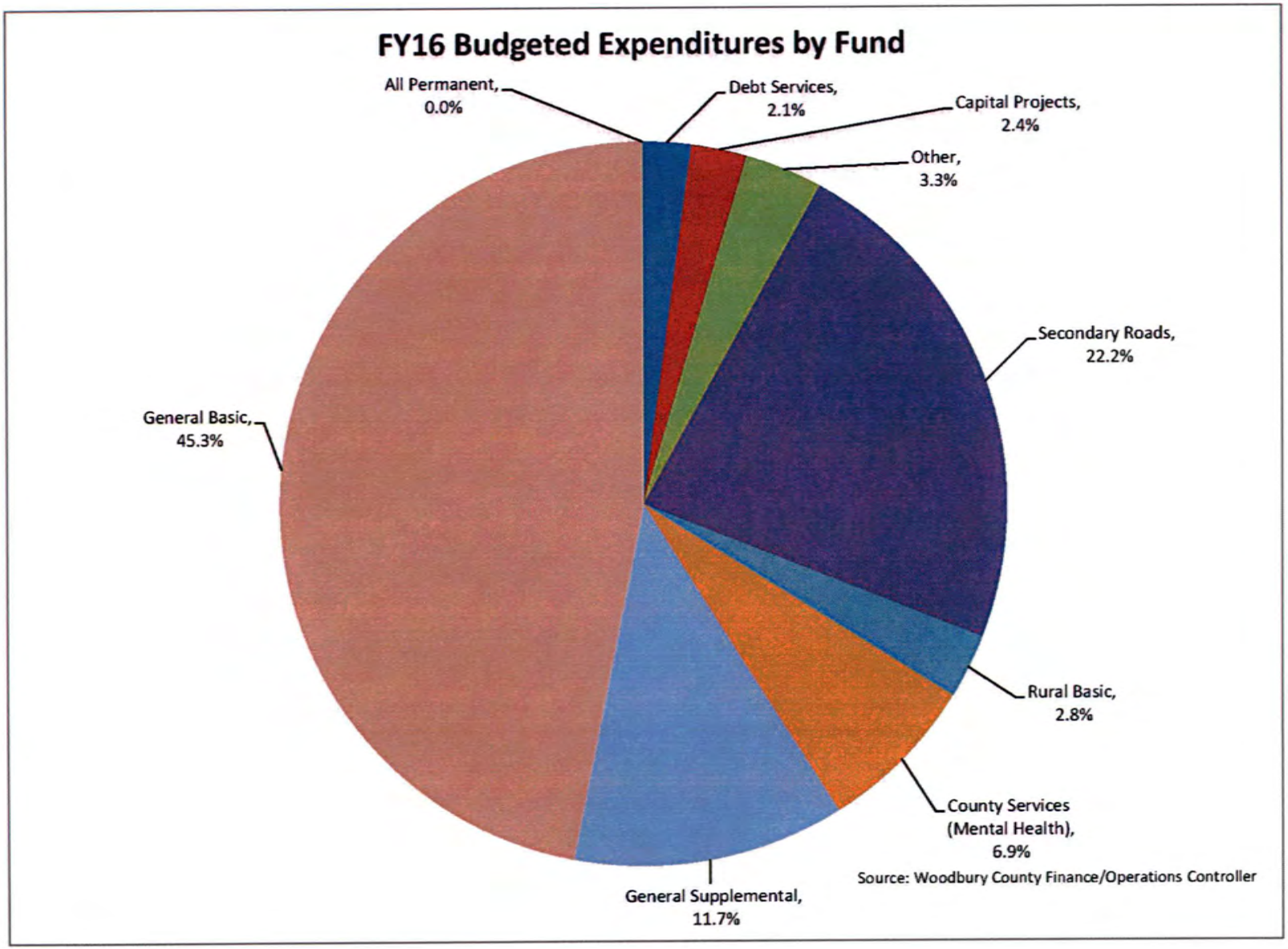
(county taxes only)



Total Rural + Countywide Rate: **$11.03188**

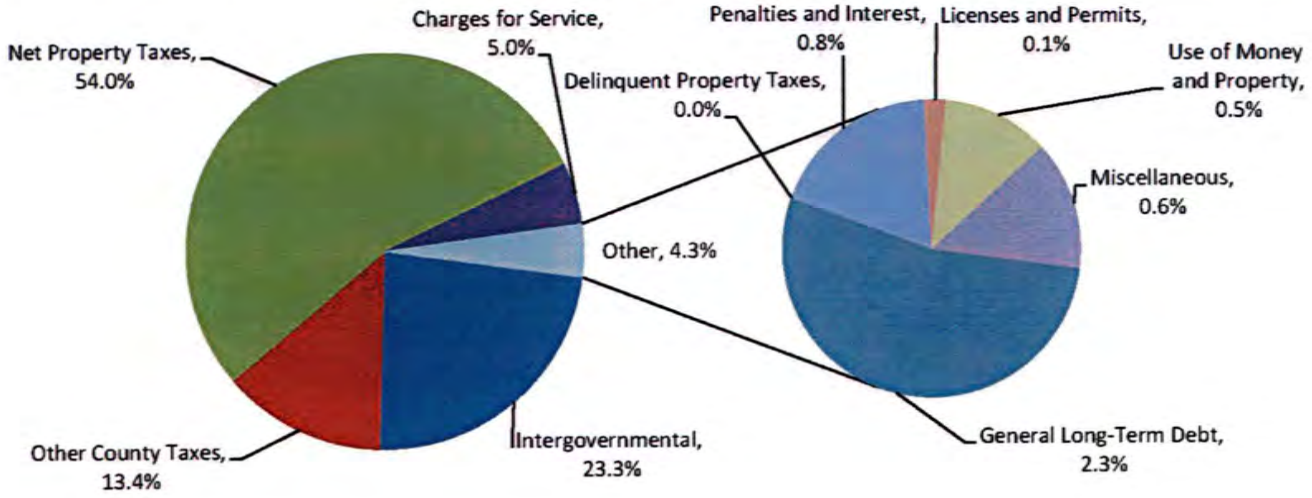
Source: Woodbury County Finance/Operations Controller

FY16 Rural + Countywide Property Tax Rate Composition



FY16 Expenditures by Fund

FY 2016 County Revenue Sources



Intergovernmental revenues include state road use taxes and franchise taxes as well as state replacements of various property tax credits. Also included are state and federal grants and pass-through revenues.

Other county taxes include local option sales taxes, any gambling tax revenue, tax increment financing revenue and utility replacement excise taxes.

Net current property taxes are gross property tax revenues less tax credits and estimated delinquent taxes.

Charges for service include revenues based on exchange transactions, where the payer directly benefits from the goods/services provided; liquor licenses and building permits are examples of such charges.

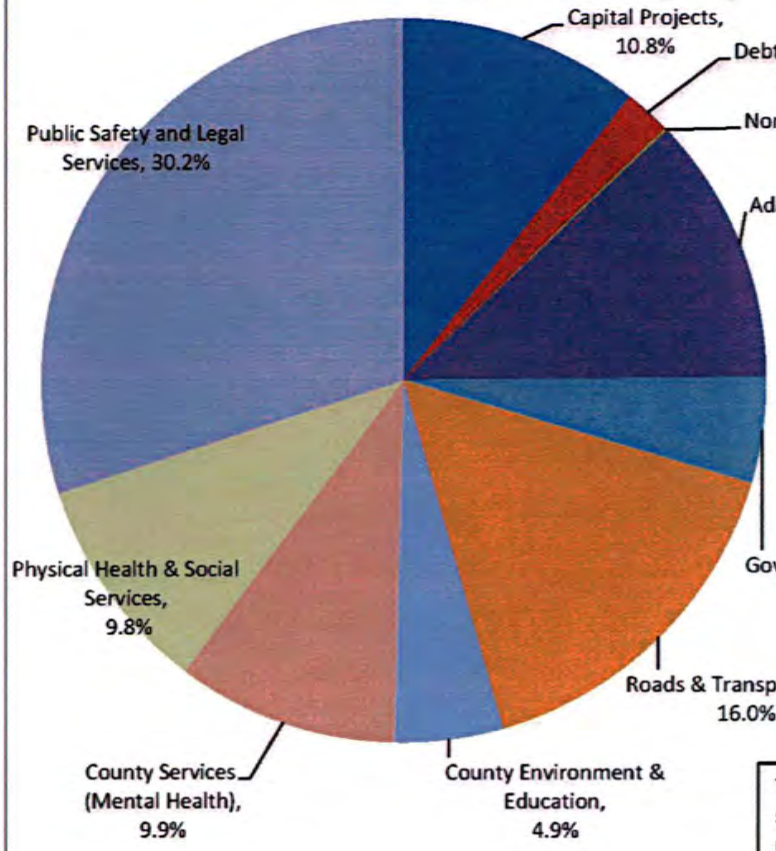
Use of money and property includes earnings from investments, rents and other miscellaneous income.

Miscellaneous revenues include special assessments, contributions and donations, unclaimed property, forfeitures and

Delinquent property taxes are revenues collected in the current fiscal year from property taxes due in previous fiscal

Source: Woodbury County Finance/Operations Controller

FY 2016 County Expenditures by Service Area



In fiscal year 2016 (which runs from July1, 2015 to June 30, 2016 Woodbury County will spend over 46.2% of budgeted resources on 2 primary areas: Public safety and transportation.

The debt service, capital projects and nonprogram current service areas are all classified as nonprogram expenditures. Nonprogram current expenses include minor items such as interest on short-term debt and corrections from previous years; debt service expenses account for principal and interest payments on long-term debt; and capital projects expenses include certain road construction expenses and major capital projects, such as courthouse or county buildings renovation.

Government services to residents include many state-mandated services, such as elections, motor vehicle registration, the recording of public documents, and township officials.

Administration expenses include salary and wages for the board of supervisors, auditor and treasurer and their respective staffs, as well as many insurance costs and general office expenses.

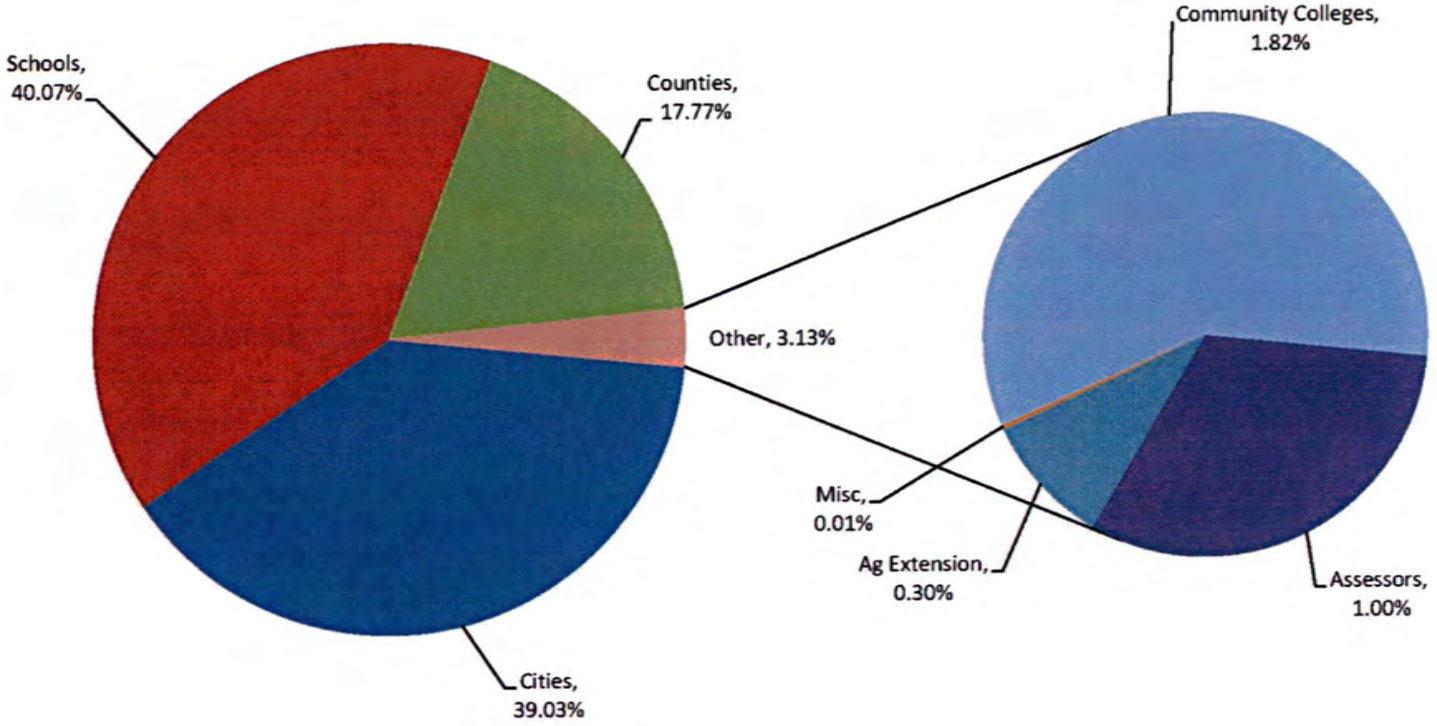
The county environment and education service area includes an array of services. Expenses for environmental improvement, conservation and recreational services, land use control, economic development, historic preservation, libraries and county fairs are all accounted for here.

Physical health and social services expenses include services to the poor and elderly persons. They also include sanitation expenses, such as food and beverage inspections, and administrative expenses for the offices of the board of health, general assistance and veterans' affairs. This service area also accounts for chemical dependency programs and youth shelter care.

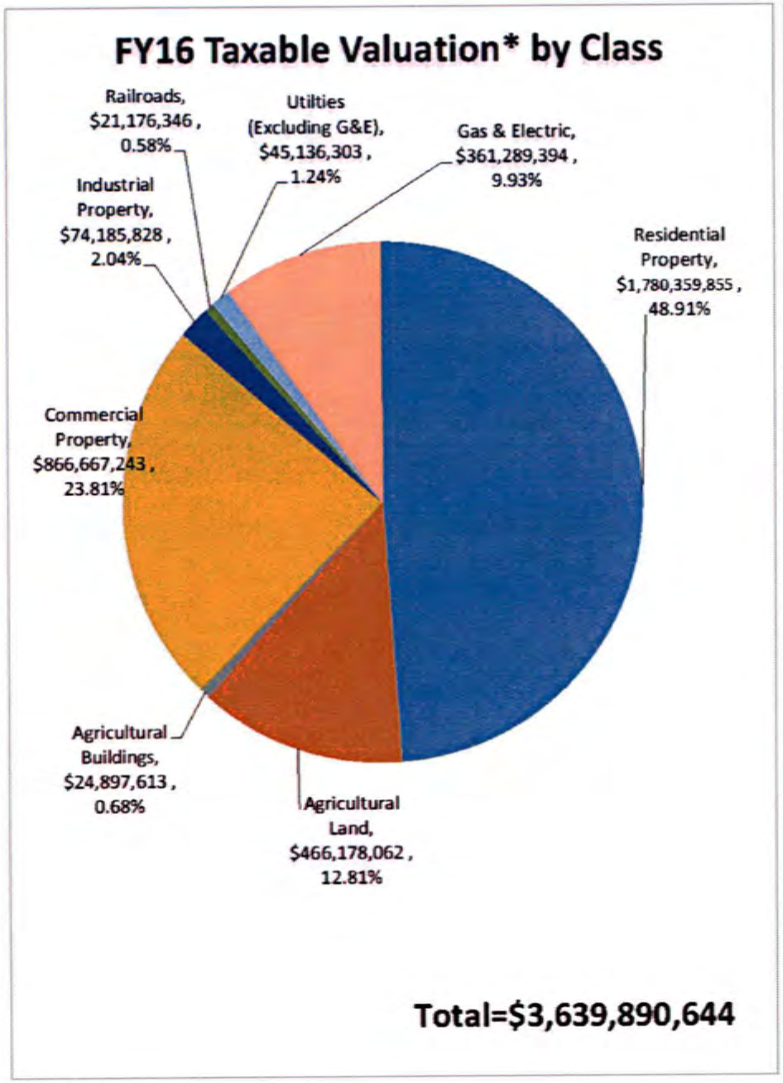
Source: Woodbury County Finance/Operations Controller

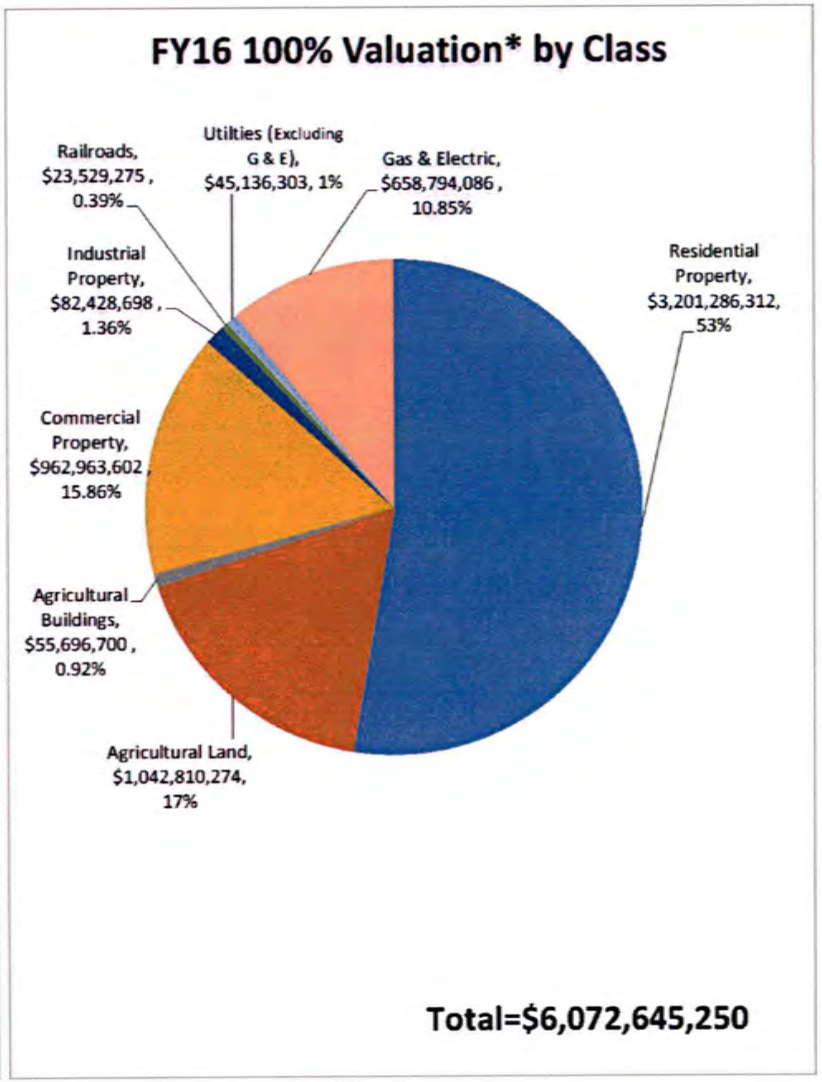
FY15 Taxes by Authority

(FY16 not avaliable)
Taxpayer in Sioux City



FY15 Taxes by Authority





*Valuation includes all non-TIF valuation

Source: Woodbury County Finance/Operations Controller

FY16 Value by Class, Taxable v. 100% Valuation

NOTICE OF MEETING

THE WOODBURY COUNTY COMPENSATION BOARD WILL MEET ON **MONDAY, FEBRUARY 23, 2015 AT 5:00 P.M.** in the Basement of the Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa.

The anticipated Agenda is set forth below.

You are invited to attend and offer comment.

AGENDA

1. Elect Chair Person and Secretary
2. Discuss Salary Recommendations for Elected Officials
3. Determine Recommendations
4. Other Business
5. Adjournment

Sioux City Conference Board Meeting

3/3/15 Tuesday
1:00 PM
Woodbury County Court House
Basement meeting room
620 Douglas Street
Sioux City, Iowa

Meeting called by: **Bob Scott, Chairman**

Type of meeting: **Public Hearing**

Attendees:

- ☐ Rhonda Capron
- ☐ Pete Groetken
- ☐ Dan Moore
- ☐ Keith Radig
- ☐ Bob Scott
- ☐ Craig Anderson
- ☐ Larry Clausen
- ☐ Mark Monson
- ☐ Jackie Smith
- ☐ Jeremy Taylor
- ☐ Matthew Ung
- ☐ Perla Alarcon-Flory
- ☐ John Baker
- ☐ Paul Gorski
- ☐ Walt Johnson
- ☐ Shelley Junck
- ☐ Mike Krysl
- ☐ Mike McTaggart
- ☐ Paul Speidel
- ☐ Jackie Warnstadt
- ☐ Hinton

Agenda

1. Call of the roll
2. Reading of the minutes of 2/10/15
3. Approval of the 15/16 budget
4. Any other business that may come before the Board
6. Adjournment

Additional Information

Observers:

Discussion:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 7
11201 Renner Boulevard
Lenexa, Kansas 66219

FEB 1 0 2015

RECEIVED
FEB 17 2015
WOODBURY COUNTY
PLANNING AND ZONING DEPARTMENT

Mr. Aaron Lincoln
City Administrator
City of Sergeant Bluff
401 4th Street
Sergeant Bluff, Iowa 51054

Dear Mr. Lincoln:

The U.S. Environmental Protection Agency hereby provides written notification that the EPA has designated David Wennerstrom as the Project Coordinator for the Mid-America Tanning Superfund site. All submissions required to be submitted to the EPA shall be directed to:

Mr. David Wennerstrom
U.S. Environmental Protection Agency
Region 7 SUPR/IANE
11201 Renner Boulevard
Lenexa, Kansas 66219

David Wennerstrom can be contacted at (913) 551-7996 or by email at Wennerstrom.david@epa.org. If you have questions concerning this letter, please contact me at (913) 551-7454.

Sincerely,

Pradip L. Dalal

Pradip L. Dalal, P.E., Chief
Iowa/Nebraska Remedial Branch
Superfund Division

cc: Mr. Bob Drustrup, IDNR
Mr. Bryon Whiting, IDNR Field Office 3
Mr. Cal Lundberg, IDNR
Mr. Alex Moon, IDNR
Mr. John Pylelo, Woodbury County Planning and Zoning
Mr. Phillip A. Chambers
Hon. Bernard A. Labuskes, Jr.
Mr. Andrew M. Hain

Printed on Recycled Paper

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

DATE	Day	DAILY TOTAL	LEC	ELECTRONIC MONITORING	PRAIRIE HILLS	FEDERAL PRISONERS
2/14/15	Saturday	212	187	11	14	10
2/15/15	Sunday	218	194	11	13	10
2/16/15	Monday	216	192	11	13	10
2/17/15	Tuesday	222	192	13	17	10
2/18/15	Wednesday	228	198	13	17	10
2/19/15	Thursday	238	208	13	17	10
2/20/15	Friday	217	189	13	15	11
		1551	1360	85	106	71

24 HOUR DAILY COUNT

DATE	TOTAL	MALE	FEMALE
2/14/15	235	195	40
2/15/15	229	189	40
2/16/15	227	188	39
2/17/15	237	194	43
2/18/15	243	197	46
2/19/15	262	215	47
2/20/15	263	219	44
	1696	1397	299

*Highest population count each day

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.
February, 2015		
February 9, 2015		**17**
February 10, 2015	**17**	**18**
February 11, 2015	**18**	**20**
February 12, 2015	**20**	**20**
February 13, 2015	**20**	**21**
February 14, 2015	**21**	**21 (1-Holding)**
February 15, 2015	**21 (2-Holding)**	**21(1-Holding)**
February 16, 2015	**21 (1-Holding)**	

The Center averaged 19.7 residents per day during the 6:00 a.m. head count and 19.7 residents per day during the 6:00 p.m. count for a weekly average of 19.7 residents per day during the above week.

Of the twenty one residents detained at 6:00 a.m. on February 16, 2015, ten or forty eight percent were identified gang members. Of the ten, five or fifty percent were identified as highly active members.

We are currently detaining two juveniles from the BIA, one from Dakota County and one from Plymouth County.

Mark Olsen
Director
WCJDC
February 16*, 2015